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6 on behalf of herself and all others similarly situated and aggrieved

7 *[Additional counsel on following page]*

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 CAROLINA CORTEZ MARTINEZ, an
individual and on behalf of all others similarly
12 situated,

13 Plaintiff,

14 v.

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16 MERCEDES DIAZ HOMES, INC, a
California corporation; MDH-SPECIALIZED
17 CARE HOMES 1, a California corporation,
MDH-SPECIALIZED CARE HOMES 2, a
18 California corporation, MDH-SPECIALIZED
CARE HOMES 3, a California corporation,
19 MDH-DAY PROGRAM, INC., a California
corporation, EL SOL HOME CARE, INC., a
20 California corporation,, MDH NETWORK,
INC., a California corporation, MDH-ILS
21 PROGRAM, INC., a California corporation,,
MDH-SLS PROGRAM, INC., a California
22 corporation, RMD HOMES, INC., a California
limited liability company, and DOES 1
23 through 100, inclusive,

24 Defendants.
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CASE NO.: 23STCV040939

[Consolidated Case No.: 23STCV13596]

[Assigned for all purposes to Honorable
William F. Highberger in Dept. 10]

**AMENDMENT TO CLASS AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: February 23, 2023

Trial Date: None Set

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7 Attorneys for Defendants, MERCEDES DIAZ HOMES, INC, MDH-SPECIALIZED
CARE HOMES 1, MDH-SPECIALIZED CARE HOMES 2, MDH-SPECIALIZED
8 CARE HOMES 3, MDH-DAY PROGRAM, INC., EL SOL HOME CARE, INC., MDH
NETWORK, INC., MDH-ILS PROGRAM, INC., MDH-SLS PROGRAM, INC and
9 RMD HOMES, INC.

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1 Pursuant to this Court's September 15, 2026, Order continuing the hearing on plaintiff
2 Carolina Cortez Martinez's ("Plaintiff's") Motion for Preliminary Approval of Class and
3 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only,
4 Plaintiff and defendants Mercedes Diaz Homes, Inc, MDH-Specialized Care Homes 1, MDH-
5 Specialized Care Homes 2, MDH-Specialized Care Homes 3, MDH-Day Program, Inc., El Sol
6 Home Care, Inc., MDH Network, Inc., MDH-ILS Program, Inc., MDH-SLS Program, Inc., and
7 RMD Homes, Inc. (collectively, "Defendants") hereby agree to the following amendment to the
8 Class and PAGA Settlement Agreement:

9 1. Paragraph 1.43. of the Class and PAGA Settlement Agreement shall be modified to
10 now state:

11 1.43. "Response Deadline" means forty-five (45) days after the Administrator
12 mails Notice to Class Members and Aggrieved Employees, and shall be the last date
13 on which Class Members may: (a) mail, fax, or email Requests for Exclusion from
14 the Settlement, or (b) mail, fax, or email his or her Objection to the Settlement. Class
15 Members to whom Notice Packets are resent after having been returned
16 undeliverable to the Administrator shall have an additional 15 days beyond the
17 Response Deadline has expired.

18 2. Paragraph 7.5.1. of the Class and PAGA Settlement Agreement shall be modified to
19 now state:

20 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
21 Settlement must send the Administrator, by mail, fax or email, a signed written
22 Request for Exclusion not later than 45 days after the Administrator mails the Class
23 Notice (plus an additional 15 days for Class Members whose Class Notice is re-
24 mailed). A Request for Exclusion is a letter from a Class Member or his/her
25 representative that reasonably communicates the Class Member's election to be
26 excluded from the Settlement and includes the Class Member's name, address and
27 email address or telephone number. To be valid, a Request for Exclusion must be
28 timely postmarked, faxed, or emailed by the Response Deadline.

1 3. Paragraph 7.6. of the Class and PAGA Settlement Agreement shall be modified to
2 now state:

3 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45
4 days after the Administrator mails the Class Notice (plus an additional 15 days for
5 Class Members whose Class Notice is re-mailed) to challenge the number of Class
6 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
7 Class Notice. The Class Member may challenge the allocation by communicating
8 with the Administrator via mail, fax, or email. The Administrator must encourage
9 the challenging Class Member to submit supporting documentation. In the absence
10 of any contrary documentation, the Administrator is entitled to presume that the
11 Workweeks contained in the Class Notice are correct so long as they are consistent
12 with the Class Data. The Administrator's determination of each Class Member's
13 allocation of Workweeks and/or Pay Periods shall be final and not appealable or
14 otherwise susceptible to challenge. The Administrator shall promptly provide copies
15 of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel
16 and Class Counsel and the Administrator's determination the challenges.

17 4. Paragraph 7.7.2. of the Class and PAGA Settlement Agreement shall be modified to
18 now state:

19 7.7.2. Participating Class Members may send written objections to the
20 Administrator, by mail, fax or email. In the alternative, Participating Class Members
21 may appear in Court (or hire an attorney to appear in Court) to present verbal
22 objections at the Final Approval Hearing. A Participating Class Member who elects
23 to send a written objection to the Administrator must do so not later than 45 days
24 after the Administrator's mailing of the Class Notice (plus an additional 15 days for
25 Class Members whose Class Notice was re-mailed).

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1 5. Paragraph 11.1. of the Class and PAGA Settlement Agreement shall be modified to
2 now state:

3 11.1. No Admission of Liability, Class Certification or Representative
4 Manageability for Other Purposes. This Agreement represents a compromise and
5 settlement of highly disputed claims. Nothing in this Agreement is intended or
6 should be construed as an admission by Defendants or the Released Parties that any
7 of the allegations in the Operative Complaint have merit or that Defendants or the
8 Released Parties have any liability for any claims asserted; nor should it be intended
9 or construed as an admission by Plaintiff that Defendants' defenses in the Action
10 have merit. The Parties agree that class certification and representative treatment is
11 for purposes of this Settlement only. If, for any reason the Court does not grant
12 Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the
13 right to contest certification of any class for any reasons, and Defendants reserve all
14 available defenses to the claims in the Action, and Plaintiff reserves the right to move
15 for class certification on any grounds available and to contest Defendants' defenses.
16 The Settlement, this Agreement and Parties' willingness to settle the Action will have
17 no bearing on, and will not be admissible in connection with, any litigation (except
18 for proceedings to enforce or effectuate the Settlement and this Agreement).

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20 **IT IS SO AGREED:**

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22 Dated: 09/18/2026

Carolina Martinez

Carolina Cortez Martinez
Plaintiff

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25 Dated: _____

Mercedes Diaz Homes, Inc.
Defendant

By: _____

Its: _____

1
2 Dated: 9-18-26

C. Broyles
MDH-Specialized Care Homes 1
Defendant
By: Catherine Broyles
Its: CHRO

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7 Dated: 9-18-26

C. Broyles
MDH-Specialized Care Homes 2
Defendant
By: Catherine Broyles
Its: CHRO

11 Dated: 9-18-26

C. Broyles
MDH-Specialized Care Homes 3
Defendant
By: Catherine Broyles
Its: CHRO

16 Dated: 9-18-26

C. Broyles
MDH-Day Program, Inc.
Defendant
By: Catherine Broyles
Its: CHRO

20 Dated: 9-18-26

C. Broyles
El Sol Home Care, Inc.
Defendant
By: Catherine Broyles
Its: CHRO

25 Dated: 9-18-26

C. Broyles
MDH Network, Inc.
Defendant
By: Catherine Broyles
Its: CHRO

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Dated: _____

MDH-ILS Program, Inc.
Defendant

By: _____

Its: _____

Dated: _____

MDH-SLS Program, Inc.
Defendant

By: _____

Its: _____

Dated: _____

RMD Homes, Inc.
Defendant

By: _____

Its: _____

AGREED AS TO FORM:

Dated: 09/18/2026

David D. Bibiyan

DAVID D. BIBIYAN
VEDANG J. PATEL

Attorneys for Plaintiff CAROLINA CORTEZ
MARTINEZ and all others similarly situated
and aggrieved

Dated: _____

JONATHAN SCHMIDT
ALEXIS HISMEH

Attorneys for Defendants

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Dated: 9-18-26



MDH-ILS Program, Inc.

Defendant

By: Catherine Broyles

Its: CHRO

Dated: 9-18-26



MDH-ILS Program, Inc.

Defendant

By: Catherine Broyles

Its: CHRO

Dated: 9-18-26



RMD Homes, Inc.

Defendant

By: Catherine Broyles

Its: CHRO

AGREED AS TO FORM:

Dated: _____

DAVID D. BIBIYAN

VEDANG J. PATEL

Attorneys for Plaintiff CAROLINA CORTEZ
MARTINEZ and all others similarly situated
and aggrieved



JONATHAN SCHMIDT

ALEXIS HISMEH

Attorneys for Defendants

Dated: September 18, 2026