

**AMENDMENT TO JOINT STIPULATION OF
CLASS ACTION AND PAGA SETTLEMENT**

This Amendment to the Joint Stipulation of Class Action and PAGA Settlement (the “Amendment”) is made by and between Plaintiffs Bessie R. Fite (“Fite” or “Plaintiff Fite”), Plaintiff Jennifer Martinez (“Martinez” or “Plaintiff Martinez”) and Defendant Koelsch Senior Communities, LLC, Defendant Fresno Memory Care, LLC, and Defendant Sarah Dennis (“Defendants”), by and through their respective undersigned duly authorized representatives. This Amendment amends that certain Joint Stipulation of Class Action and PAGA Settlement (the “Settlement Agreement”) fully executed by Plaintiffs and Defendants on May 20, 2025, in accordance with Section III(35) of the Settlement Agreement.

RECITALS

- A. Pursuant to Section III(35) of the Settlement Agreement, the Settlement Agreement may be amended and modified only by a writing duly executed by authorized representatives of each of the Parties.
- B. The Parties wish to amend the Settlement Agreement in connection with Sections III(3) III(4), and III(5) of the Settlement Agreement with respect to the timing of the release of claims by the named plaintiffs, Participating Class Members, and PAGA Group, under the Settlement Agreement, as set forth herein.

The Parties hereby agree as follows:

I. AMENDMENT

A. Section I(9) references the Parties' stipulation to amend pleading and PAGA Notice to consolidate the allegations in the Lawsuits, including the First Amended Complaint to be filed in the Action, *Fite v. Koelsch Senior Communities, LLC et al.*, Superior Court of the State of California, County of Sacramento, Case No. 23CV010084. The Parties agree and hereby incorporate their intent into this section that the First Amended Complaint is the "Operative Complaint" in the Action for the purposes of release of claims. Therefore, Section I(9) of the Settlement Agreement is hereby amended to add the bolded language below:

- Plaintiff Bessie Fite shall file a First Amended Complaint in *Bessie R. Fite v. Koelsch Senior Communities, LLC et al.*, No. 23CV010084 (Sacramento County Sup. Ct.), which: (1) adds all class claims alleged in Plaintiff Bessie Fite's class action, *Bessie R. Fite v. Koelsch Senior Communities, LLC et al.*, No. 2:23-cv-02055-TLN-DB (E.D. Cal.); (2) adds Plaintiff Jennifer Martinez as a second plaintiff and proposed class and PAGA representative; and (3) adds the following corporate entities as Defendants: Fresno Memory Care, LLC; Elk Grove Independent Living, LLC; Elk Grove Memory Care LLC; Koerick Sterling Inn G.P. - Victorville, LLC; Koerick Sterling Commons G.P. - Victorville, LLC; Modesto Independent Living, LLC; and Modesto Memory Care, LLC. **The First Amended Complaint shall be the Operative Complaint in the Action ("Operative Complaint").**

B. The defined term "Released Class Claims" contained in Section III(3) of the Settlement Agreement is hereby amended to add the bolded language below:

Release of Claims by the Participating Class Members. All Participating Class Members unconditionally release and discharge the Released Parties from any and all wage-and-hour claims, rights, demands, liabilities and causes of action of every nature and description whether pled or which could have been pled based on the factual allegations made in the **Operative Complaint** against Defendants, for the duration of the Class Period based upon the following categories of allegations: failure to pay minimum wages, failure to pay overtime wages, failure to pay double-time wages, failure to pay for off-the-clock work, failure to provide meal periods or meal period premium payments, failure to provide rest periods or rest period premium payments, failure to provide accurate itemized wage statements, failure to properly calculate, provide and pay paid sick leave (Labor Code section 246), failure to properly calculate, provide and pay COVID-19 supplemental paid sick leave (Labor Code sections 248.1, 248.2 & 248.6), failure to reimburse business expenses (Labor Code sections 2800 & 2802), failure to timely pay wages due during employment, and failure to pay all wages due upon termination of employment, violation of the applicable provisions of the California Labor Code, violation of applicable portions of the California Code of Regulations, Title 8, section 11040, and violation of California's unfair business practices and unfair

competition laws to the extent they arise from violations of the Labor Code provisions alleged in the Action (the “Released Class Claims”). As of the Effective Date **and the date Defendants fully fund the Gross Settlement Amount**, the Participating Class Members, including Named Plaintiffs, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns are voluntarily and knowingly barred from bringing these claims during the Class Period. [...]

C. The defined term “Released PAGA Claims” contained in Section III(4) of the Settlement Agreement is hereby amended to add the bolded language below:

Release by the PAGA Group. PAGA Members, including Plaintiffs as agents and proxies of the LWDA and the state of California, irrevocably and unconditionally release and discharge Defendants and the Released Parties for any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act (“PAGA”) predicated upon the Labor Code violations that were asserted, or could have been asserted, in the Named Plaintiffs’ Notices of Labor Code Violations pursuant to Labor Code section 2699.3, or were asserted in any prior Notice of Labor Code Violations by Named Plaintiffs, as well as any potential penalties, interest, or attorneys’ fees associated with those alleged violations under California law (the “PAGA Released Claims”). As of the Effective Date **and the date Defendants fully fund the Gross Settlement Amount**, the LWDA and each PAGA Group Member, including Named Plaintiffs, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors, and assigns are voluntarily and knowingly barred from bringing the Released PAGA Claims during the PAGA Period. [...]

D. Section III Paragraph 5 of the Settlement Agreement referred to as the “General Release” is hereby amended to add the bolded language below:

General Release by Named Plaintiffs. In addition to the release made by the Class Members set forth in Paragraph 4 above and in consideration for their Service Payments, the Named Plaintiffs, as of the Effective Date **and the date Defendants fully fund the Gross Settlement Amount**, make the additional following general release of all claims, known or unknown [...]

E. The defined term “Notice Response Deadline” contained in Section I(23) of the Settlement Agreement is hereby amended to add the bolded language below:

“Notice Response Deadline” means the date sixty (60) calendar days after the Notice is initially mailed to Settlement Class Members by the Settlement Administrator, **with an additional fourteen (14) days in the event of remailed Notices**, and is synonymous with Opt-Out/Objection Deadline Date, as defined immediately below.

F. of Exhibit A to the Settlement Agreement (draft “Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval”) shall incorporate these changes.

II. EFFECT OF AMENDMENT

Except as and to the extent expressly modified by this Amendment, the Settlement Agreement, as so amended by this Amendment, will remain in full force and effect in all respects. Each reference to the “Settlement Agreement” in the Settlement Agreement will refer to the Settlement Agreement as amended by this Amendment.

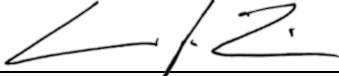
III. COUNTERPARTS.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile or other electronic means shall be as effective as delivery of a manually executed signature page of this Settlement Agreement.

SIGNATURES

D.LAW, INC., as duly authorized representative of Plaintiff BESSIE FITE

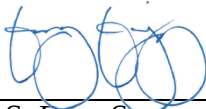
Dated: August 7, 2025



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SUTTON HAGUE LAW CORPORATION, as duly authorized representative of Plaintiff JENNIFER MARTINEZ

Dated: August 6, 2025



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HANSON BRIDGETT LLP, as duly authorized representative of Defendant

Dated: August 7, 2025



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KOELSCH SENIOR COMMUNITIES, LLC; FRESNO
KOELSCH, LLC; FRESNO MEMORY CARE, LLC; and
SARAH DENNIS