

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FILED**  
Superior Court of California  
County of Los Angeles

05/12/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By:           M. Fregoso           Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL

JENNIFER DIAZ AND JASMINE JONES,  
individuals, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

THE ENSIGN GROUP, INC., a Delaware  
Corporation; ATLANTIC MEMORIAL  
HEALTHCARE ASSOCIATES, INC., a  
Nevada Corporation; and DOES 1-50,  
inclusive

Defendants.

Case No.: 19STCV21041

[Assigned for all purposes to:  
Hon. Elihu M. Berle, Dept. 6]

**CLASS ACTION**

**~~[PROPOSED]~~ FINAL JUDGMENT**

Date: May 10, 2022  
Time: 1:30 p.m.  
Dept: 6

1 This matter came for hearing before this Court, the Honorable Elihu M. Berle, on May 10,  
2 2022 at 1:30 p.m., upon Plaintiffs’ unopposed motion for final approval of the settlement set forth  
3 in the Joint Stipulation of Settlement and Release to Settle Class Action (the “Stipulation” or  
4 “Settlement Agreement”). The Court having granted final approval to the Stipulation, it is hereby  
5 ORDERED THAT FINAL JUDGMENT BE ENTERED as follows:

6 1. The Settlement Agreement shall be enforced according to its terms.

7 2. The Court certifies the class for purposes of settlement, defined as follows: all  
8 persons who worked as an hourly non-exempt Certified Nursing Assistant or Restorative Nursing  
9 Assistant of Atlantic Memorial Healthcare Associates, Inc. at any time from June 18, 2015 through  
10 March 8, 2021, and who do not timely send a signed and valid Opt-Out Request to the Claims  
11 Administrator.

12 3. The Court finds that 0 of the 240 Class Members have objected to the Settlement  
13 and 0 Class Members have requested exclusion from the Settlement. The 240 Participating Class  
14 Members will be paid from a net settlement amount of \$145,500.00 and an Aggrieved Employees  
15 PAGA Amount of \$2,500.

16 4. As of the date that Defendants fund the Settlement Distribution Pool, and except as  
17 to all rights and claims created by this Settlement, the Named Plaintiffs Jennifer Diaz and Jasmine  
18 Jones and all Participating Class Members, without the need to manually sign a release document,  
19 shall be deemed to have fully released and discharged The Ensign Group, INC. and Atlantic  
20 Memorial Healthcare Associates, INC. any parents or subsidiaries, corporations, or affiliates of  
21 Defendants, and each of their owners, officers, directors, employees, attorneys, insurers,  
22 successors, predecessors, and agents (“Released Parties”) from any and all claims that are asserted  
23 in the Complaint or that could have been asserted by Plaintiffs or any Settlement Class member  
24 based on any of the factual allegations contained in the Complaint (the “Released Claims”). The  
25 Released Claims shall be released as to Defendants and the Released Parties from the period  
26 beginning June 18, 2015 through March 8, 2021. Excluded from the Released Claims are unrelated  
27 claims, including but not limited to, claims that are outside the Class Period, unemployment,  
28 Workers’ Compensation, disability, discrimination, and retaliation. In addition, the Participating  
Class Members, comprised of each member of the Class who has not submitted a valid Opt-Out

1 Request, forever agrees that it, he or she shall neither request nor accept compensation, back pay,  
2 liquidated damages, punitive damages, penalties of any nature, attorneys' fees or costs, interest, or  
3 any other relief from any other suit, class, representative, or collective action, administrative claim  
4 or other claim of any sort or nature whatsoever against the Released Parties, for any period from  
5 June 18, 2015 through March 8, 2021, relating to the Released Claims on behalf of Class Members.  
6 The Class Members agree not to sue or otherwise make a claim against any of the Released Parties  
7 that is in any way related to the Released Claims. The Class Members may later discover facts in  
8 addition to or different from those they now know or believe to be true with respect to the subject  
9 matter of this Release, but the Class Members upon the Effective Date, shall be deemed to have,  
10 and by operation of the Final Order shall have, fully, finally, and forever settled and released any  
11 all of the claims released pursuant to this Release. It is agreed that because the Class Members are  
12 so numerous, it is impossible or impractical to have each Class Member execute this Agreement.  
13 The Notice of Proposed Class Action Settlement will, and has so advised, all Class Members of the  
14 binding nature of the releases. Excepting only the Class Members who timely submitted a valid  
15 Opt-Out Request, the Notice of Proposed Class Action Settlement shall have the same force and  
16 effect as if this Settlement and Agreement were executed by each Class Member with regard to the  
17 claims that he or she is releasing pursuant to the Settlement and Agreement.

18 5. The Court finds that the settlement is fair, adequate, and reasonable.

19 6. Defendants The Ensign Group, INC. and Atlantic Memorial Healthcare Associates,  
20 INC. and entities, shall pay \$300,000 in payment for settlement of Class Members' claims,  
21 Enhancement Award for Named Plaintiffs Jennifer Diaz and Jasmine Jones, Class Counsel's  
22 attorney's fees and costs, the Claims Administrator's fees and expenses, PAGA Penalties and  
23 Defendants' share of employer payroll taxes.

24 7. Class Counsel is awarded \$100,000 in attorney fees and \$23,105.95 in actual costs.

25 8. Plaintiffs Jennifer Diaz and Jasmine Jones is awarded an enhancement payment of  
26 \$5,000.00 each.

27 9. The claims administrator, CPT Group, Inc., is awarded \$15,000 in costs.

28 10. Payment of \$7,500.00 (75% of \$10,000 PAGA penalty) to the LWDA is approved.

11. Without affecting the finality of this Judgment, the Court shall retain continuing

1 jurisdiction over this action and the parties, including all Class Members, and over all matters  
2 pertaining to the implementation and enforcement of the terms of the Settlement Agreements  
3 pursuant to California Rule of Court 3.769(h). Except as provided to the contrary herein, any  
4 disputes or controversies arising with or with respect to the interpretation, enforcement, or  
5 implementation of the Settlement Agreement shall be presented to the Court for resolution.

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: \_\_\_\_\_ í FGG



\_\_\_\_\_  
**Elihu M. Berle**

HON. ELIHU M. BERLE COURT  
JUDGE OF THE SUPERIOR COURT  
Elihu M. Berle / Judge

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**

**Case No. 19STCV21041**

***Diaz et al. v. The Ensign Group, Inc., et al.***

I, NAZO KOULLOUKIAN declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On May 10, 2022, I served the foregoing document described as:

**[PROPOSED] FINAL JUDGMENT**

\_\_\_\_\_ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.

  X   by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date before 5:00PM.

\_\_\_\_\_ by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

  X   Via CaseAnywhere.

on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

**SEE ATTACHED SERVICE LIST**

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this May 10, 2022, in Los Angeles, California.

  
\_\_\_\_\_  
NAZO KOULLOUKIAN

**PROOF OF SERVICE**

**Case No. 19STCV21041**

***Diaz et al. v. The Ensign Group, Inc., et al.***

CALL & JENSEN

A Professional Corporation

Julie R. Trotter, Esq.

Morgan E. Podruski, Esq.

Denise Reigel

610 Newport Center Drive, Suite 700

Newport Beach, CA 92660

Tel: (949) 717-3000

Fax: (949) 717-3100

[jtrotter@calljensen.com](mailto:jtrotter@calljensen.com)

[ddickson@calljensen.com](mailto:ddickson@calljensen.com)

[mpodruski@calljensen.com](mailto:mpodruski@calljensen.com)

[dreigel@calljensen.com](mailto:dreigel@calljensen.com)

**Attorneys for Defendants, THE ENSIGN GROUP, INC. and ATLANTIC MEMORIAL  
HEALTHCARE ASSOCIATES, INC.**