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Attorneys for Plaintiff, SHELINA DIN,
on behalf of herself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

SHELINA DIN, an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

NOBILITY HEALTH, INC., a California
corporation; SILVA MORADI, an Individual,
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22STCV26623
[Assigned for all purposes to the Hon. David S.
Cunningham III in Dept. 11]

~~PROPOSED~~ JUDGMENT

FILED
Superior Court of California
County of Los Angeles
02/18/2025
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the parties’ Class and PAGA Action Settlement Agreement (“Settlement,”
7 “Agreement” or “Settlement Agreement”). All terms used herein shall have the same meaning as
8 defined in the Settlement Agreement.

9 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all
10 persons currently or formerly employed by defendants Nobility Health, Inc. and Silva Moradi
11 (collectively, “Defendants”), as hourly-paid, non-exempt employees in the State of California at any
12 time during the Class Period at any time between August 17, 2018, through August 18, 2023 (“Class
13 Period”).

14 3. “Aggrieved Employees” means all persons currently or formerly employed by
15 Defendants, as an hourly-paid, non-exempt employee in the State of California at any time during
16 the period from July 13, 2021, through the end of the Class Period (“PAGA Period”).

17 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
18 objected to the Settlement.

19 5. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
20 necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the
21 Administrator no later than sixty (60) calendar days after the Effective Date, as defined in the
22 Settlement Agreement.

23 6. Within fourteen (14) days after Defendants funds the Gross Settlement Amount, the
24 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
25 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
26 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
27 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
28 Payment and the Class Representative Service Payment shall not precede disbursement of Individual

1 Class Payments and Individual PAGA Payments.

2 7. For any Class Member whose Individual Class Payment check or Individual PAGA
3 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing),
4 the Administrator shall transmit the funds represented by such checks to the California Controller's
5 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
6 subject to the requirements of California Code of Civil Procedure Section 384.

7 8. Effective upon entry of this Judgment, entry of an Order granting Final Approval of the
8 Settlement, and on the date when Defendants fully funds the entire Gross Settlement Amount and
9 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, for
10 the duration of the Class Period, all Participating Class Members, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
12 and assigns, release Released Parties from all claims that were alleged, or reasonably could have
13 been alleged, based on the facts stated in the Operative Complaint including: (1) all claims for failure
14 to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to
15 provide compliant meal periods, or compensation in lieu thereof; (4) all claims for failure to provide
16 rest periods or compensation in lieu thereof; (5) all claims for waiting time penalties; (6) all claims
17 for wage statement violations; (7) all claims for failure to timely pay wages; (8) all claims for failure
18 to indemnify; and (9) all claims asserted through California Business & Professions Code section
19 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint.

20 9. Effective upon entry of this Judgment, entry of an Order granting Final Approval of the
21 Settlement, and on the date when Defendants fully funds the entire Gross Settlement Amount and
22 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, for
23 the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of
24 themselves and their respective former and present representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
26 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
27 Complaint and the PAGA Notice, including, claims for PAGA penalties pursuant to Labor Code
28 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor

1 Code sections Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5,
2 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2699, 2802, 2810.3, and
3 2810.5.

4 10. The “Released Parties” shall include: Defendants and all of Defendants’ parent
5 corporations, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and
6 assigns, and their current and former employees, attorneys, owners, officers, directors, and agents
7 thereof, both individually and in their business capacities, and their employee benefit plans and
8 programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both
9 individually and their business capacities.

10 11. This document shall constitute a Judgment for purposes of California Rules of Court,
11 Rule 3.769(h).

12
13 **IT IS SO ORDERED, ADJUDGED AND DECREED.**



A handwritten signature in black ink that reads "David S. Cunningham III". The signature is written in a cursive style with a large, stylized "C" and "I".

14 Dated: 02/18/2025, 2025

David S. Cunningham III / Judge
Judge of the Superior Court