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Attorneys for Plaintiff JUSTIN CABATIT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JUSTIN CABATIT, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

PROSCIEN TO, INC., a Delaware corporation;
PROSCIEN TO CLINICAL RESEARCH
VENTURES, INC., a Delaware corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No. 37-2023-00051828-CU-OE-CTL

**DECLARATION OF JUSTIN CABATIT IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: September 25, 2025

Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Dept.: C-66

1 I, Justin Cabatit, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion for
4 Final Approval of Class Action and PAGA Settlement. I have personal knowledge of all the facts stated
5 herein. I could and would competently testify under oath to these facts in court if requested to do so.

6 2. I retained Class Counsel June 2023 and filed the lawsuit on November 30, 2023. I filed
7 the case on behalf of myself and all current and former hourly-paid or non-exempt employees who
8 worked for Defendants Prosciento, Inc., and/or Prosciento Clinical Research Ventures, Inc.
9 ("Defendants") within the State of California during the period of November 30, 2019, to June 30, 2024.

10 3. I worked for Defendants as a non-exempt employee in California from July 2007 to May
11 2023. At all times during my employment, I was subject to Defendants' written policies and procedures
12 contained in, among other things, the Employee Handbook.

13 4. I filed the case because I believed my rights as an employee were violated by Defendants
14 and also the rights of other employees that worked for Defendants. Among other claims, I believe
15 Defendants failed to provide compliant meal and rest periods, failed to pay for all time worked, failed
16 to reimburse necessary business expenses, and failed to furnish accurate itemized wage statements, and
17 failed to pay all wages when due and at the correct rate of pay.

18 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
19 my attorneys. We discussed my work experience and how company policies were applied to me and
20 other employees. I provided the attorneys with documents they requested. We reviewed the documents
21 together and asked and answered many questions regarding my experience working for Defendants, the
22 litigation process, and about class actions generally.

23 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
24 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
25 than merely seeking my individual claims substantially increased the risk to me. Those risks included
26 the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class action if
27 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
28 the attorneys and the Court because I needed to prove that I was an adequate class representative.

1 Further, I understood that I would lose some autonomy over my individual claims that I could not make
2 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
3 of the Settlement Class in mind.

4 7. I also understood that pursuing this litigation created a very public record of my grievances
5 with Defendants which produced the risk that a future employer could hold it against me that I sued a
6 former employer.

7 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
8 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
9 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
10 claims may be greater than my ultimate recovery from the net class settlement amount.

11 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
12 I believed violations occurred and most employees would not know what their rights are and even if
13 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

14 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
15 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
16 because I wanted to keep up with developments in the case which I understood was one of my duties as
17 a class representative.

18 11. **Review and Approval of Settlement:** Mediation was held on April 30, 2024. Even
19 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
20 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
21 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
22 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
23 reviewed and signed the Memorandum of Understanding on May 18, 2024, and when the settlement
24 papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I
25 signed on September 18, 2024.

26 12. **Broad General Release:** I understand that the Class Representative Service Award is
27 intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike
28 the other Class Members, I also granted Defendants and the Released Parties a broad general release

1 and waiver of claims pursuant to California Civil Code section 1542 and released Defendants and all
2 additional Released Parties from all claims, demands, rights, liabilities and causes of action of every
3 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
4 whether in tort, contract, or for violations of any federal, state or other governmental statute, law,
5 regulation or ordinance.

6 13. **Participation:** Since I retained Class Counsel approximately twenty-six months ago, I
7 have been actively involved with this class action lawsuit performing the duties described above. While
8 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
9 reviewed important court filings, and spent considerable time on the issues presented during the
10 litigation and in the settlement process. I estimate that I spent approximately 25-30 hours working on
11 this case.

12 14. Also, my attorneys explained to me that the settlement process involved a two-step review
13 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
14 and paid. I knew this process also involved notifying all class members of the settlement terms and of
15 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
16 settlement.

17 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
18 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
19 that the requested Service Award in the amount of \$12,500.00 from the settlement is fair compensation
20 for the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices made not
21 pursuing this case individually, and (4) the risks I undertook.

22 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
23 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendants'
24 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
25 for \$12,500.00 as a service award is fair and reasonable.

26 17. Further, I have reviewed the terms of the Settlement, including the monetary terms. I
27 support my attorneys' application for a payment of Attorneys' Fees and Attorneys' Costs in the amount
28

1 of \$166,666.66, comprised of \$141,666.66 for attorneys' fees (one-third of the Gross Settlement
2 Amount) and up to \$25,000.00 for reimbursement of actually incurred litigation expenses.

3
4 I declare under penalty of perjury under the laws of the State of California that the foregoing is
5 true and correct. Executed on 08/20/2025, at San Diego (Location/City), California.

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7 By:  Justin Cabatit (Aug 20, 2025 19:31:46 PDT)

8 JUSTIN CABATIT
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