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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,

vs.

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

Defendants.

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

**DECLARATION OF JACKLAND K HOM,
ESQ. IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION SETTLEMENT**

Date: September 25, 2025

Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Dept.: C-66

1 I, Jackland K Hom, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an associate attorney at Zakay
4 Law Group, APLC. I am co-counsel of record for Plaintiff Justin Cabatit (hereafter “Plaintiff” or “Class
5 Representative”) in this wage and hour class action filed against Defendants Prosciento, Inc., and
6 Prosciento Clinical Research Ventures, Inc. (hereinafter “Defendants”).

7 2. This declaration is being submitted in support of Plaintiff’s Motion for Final Approval of
8 Class Action and PAGA Settlement.

9 3. Attached hereto as **Exhibit #1** is a true and correct copy of the fully executed Stipulation
10 of Settlement of Class and PAGA Claims and Release of Claims (“Settlement Agreement” or
11 “Agreement”).

12 4. Attached hereto as **Exhibit #2** is a true and correct copy of the conformed May 2, 2025,
13 Preliminary Approval Order.

14 5. Attached hereto as **Exhibit #3** is a true and correct copy of the October 15, 2024, proof
15 of filing the proposed Settlement with the LWDA.

16 6. Attached hereto as **Exhibit #4** is a true and correct copy of the August 28, 2025, proof of
17 filing this motion seeking final approval of this Settlement with the LWDA.

18 **I. INTRODUCTION**

19 7. An objective evaluation of the proposed settlement of \$425,000.00 (“Gross Settlement
20 Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable.
21 The Settlement is a product of informed, adversarial, and non-collusive negotiations between
22 experienced counsel, guided by the wisdom and experience of Monique Ngo-Bonnici, Esq., an
23 experienced wage and hour class and PAGA action mediator. Plaintiff estimates that the Settlement, if
24 approved, would result in a Net Settlement Amount of approximately \$218,843.34, with an average
25 Individual Settlement Payment of \$712.84, a high payment of \$2,200.76, and a low payment of \$18.26.
26 Aggrieved Employees will receive an estimated average Individual Settlement Payment of \$57.72, a
27 high payment of \$87.74, and a low payment of \$1.25.

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8. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness.

II. OVERVIEW OF THE LITIGATION

9. Defendants operate a clinical research company throughout the state of California, including the county of San Diego, where Plaintiff worked. This action asserts claims on behalf of all non-exempt employees who are or previously were employed by Defendants Prosciento, Inc. and/or Prosciento Clinical Research Ventures, Inc. and performed work in California during the period from November 30, 2019, to June 30, 2024. At all times during his employment, Plaintiff was classified by Defendants as a non-exempt employee, paid on an hourly basis, and was entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout his employment, Plaintiff was subject to Defendants' written policies and procedures contained in, among other documents, the Employee Handbook.

10. Generally, Plaintiff claims that Defendants failed to pay employees for all time worked, failed to provide them with proper meal and rest breaks, and failed to reimburse for required business expenses. Defendants forcefully deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, payment of minimum wages and overtime, reimbursement to its employees for business expenses, compliant wage statements, and timely payment of all wages due upon separation of employment.

11. On November 15, 2023, Plaintiff served Defendants and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth the facts and theories supporting Defendants’ alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq (“PAGA”).

1 12. On November 30, 2023, Plaintiff filed a class action complaint in the San Diego Superior
2 Court, Case Number 37-2023-00051828-CU-OE-CTL (“Class Action”). The Class Action alleged eight
3 causes of action against Defendants for: (1) Unfair Competition in Violation of California Business and
4 Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation of California Labor Code
5 §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code
6 §§ 510 et seq.; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7
7 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512;
8 (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7)
9 Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and (8)
10 Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226. On January
11 25, 2024, Plaintiff filed the operative First Amended Complaint to include an additional cause of action
12 for Violations of the Private Attorneys General Act pursuant to Labor Code section 2698, et seq. (the
13 “Action”).

14 13. The Parties agreed to attend private mediation with Monique Ngo-Bonnici, Esq. on April
15 30, 2024. To facilitate settlement negotiations, Defendants agreed to informally produce documents and
16 data points subject to the mediation privilege, including but not limited to, a sampling of the Class
17 Members’ time and payroll data, and pertinent written wage and hour policies. As discussed infra,
18 Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze
19 Defendants’ time and payroll data.

20 14. On April 30, 2024, the Parties participated in a full day mediation with Monique Ngo-
21 Bonnici, Esq., an experienced mediator of class and PAGA actions. Although the mediation concluded
22 without a settlement, Ms. Ngo-Bonnici issued a Mediator’s Proposal, which was subsequently accepted
23 and memorialized in the form of a Memorandum of Understanding. After reaching an agreement in
24 principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of
25 the instant motion.

26 15. On May 2, 2025, this Court granted preliminary approval of the Settlement.

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1 16. As explained in further detail below, given the complexities of this case, the defenses
2 asserted, and the uncertainty of class certification, along with the uncertainties of proof at trial and
3 appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

4 **III. THE SETTLEMENT BEFORE THE COURT**

5 17. The Court preliminarily approved a Gross Settlement Amount of \$425,000.00. The Gross
6 Settlement Amount is all-in with no reversion to Defendants. Agreement, ¶ III(A)(1). The Net
7 Settlement Amount shall be used for the payment of all Individual Settlement Payments to satisfy all
8 Released Claims. The Settlement Administrator will calculate Individual Settlement Payments by
9 adding up the total number of Workweeks for all Class Members. The respective Workweeks for each
10 Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment
11 Ratio for each Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by
12 the Net Class Settlement Amount to calculate each Class Member's estimated Individual Settlement
13 Payment. Agreement, ¶ III(M)(1). The Settlement Administrator estimates the average Individual
14 Settlement Payment is \$712.84 and the highest Individual Settlement Payment is \$2,200.76.

15 18. In exchange for valuable consideration, as of the funding of the Gross Settlement
16 Amount, the Settlement Class Members will release the Released Parties from the Released Class
17 Claims for the Class Period. Plaintiff, the LWDA, and the State of California will release the Released
18 Parties from the Released PAGA Claims for the PAGA Period. Agreement, ¶¶ III(B), III(C).

19 19. As set forth in the Agreement, \$20,000.00 of the Gross Settlement Amount has been
20 allocated for civil penalties under the PAGA ("PAGA Payment"). Seventy-five percent (75%) of the
21 PAGA Payment will be paid to the California Labor Workforce and Development Agency ("LWDA
22 Payment"). The Settlement Administrator shall distribute the remaining twenty-five (25%) of the
23 PAGA Settlement to the Aggrieved Employees ("Aggrieved Employee Payment"). Agreement, ¶
24 III(M)(12). The Settlement Administrator estimates that aggrieved employees will receive an average
25 Individual Settlement Payment of \$57.72, and a high payment of \$87.74.

26 20. As explained in further detail below, given the complexities of this case, the defenses
27 asserted, and the uncertainty of class certification, along with the uncertainties of proof at trial and
28 appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

1 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

2 **A. Class Counsel Conducted a Thorough Investigation**

3 21. As detailed in the motion for preliminary approval, Class Counsel thoroughly
4 investigated the proposed Class Members' claims, applicable law, and potential defenses. Specifically,
5 Class Counsel assessed the value of the class claims using data and documents provided by Defendants
6 in informal discovery. Class Counsel obtained time, payroll, and policy records, as well as data
7 regarding the number of Class Members, workweeks, pay periods, and average rate of pay in order to
8 assess damages before mediation. Class Counsel retained Berger Consulting Group to analyze
9 Defendants' time and payroll data to formulate damage models estimating Defendants' liability
10 exposure. Class Counsel's investigation, research, experience, and damage models informed and guided
11 the mediated negotiations that resulted in this settlement.

12 **B. The Parties Settled Shortly After Mediation**

13 22. The Settlement is the product of a mediation session with a respected mediator and
14 negotiations over the terms of the Settlement. The negotiations were adversarial, conducted at arm's
15 length and tempered by the efforts of both sides to serve the interests of their clients.

16 **C. Class Counsel is Experienced in Similar Litigation**

17 23. Class Counsel in this matter have extensive class action experience in multiple fields and
18 have represented tens-of-thousands of persons in class actions. Class Counsel's experience is
19 summarized in their concurrently filed declarations. Class Counsel has concluded the settlement is fair,
20 adequate, and reasonable and in the best interests of the Class.

21 **D. The Settlement Class Responded Positively to the Settlement**

22 24. The reaction of the Settlement Class unequivocally supports approval of the Settlement.
23 To date, only two of the 308 members of the Settlement Class opted-out of the Settlement. Moreover,
24 there are zero objections. Stated differently, 99.35% of the Settlement Class has chosen to participate
25 in the Settlement.

26 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

27 25. Although Plaintiff and Class Counsel believe that their case has merit, they recognize the
28 potential risks both sides would face if litigation of this action continued. As the federal court in *Glass*

1 v. *UBS Fin. Servs.*, 2007 WL221862 held, where the parties faced uncertainties similar to those in this
2 litigation:

3 ***“In light of the above-referenced uncertainty in the law, the risk, expense,***
4 ***complexity, and likely duration of further litigation likewise favors the***
5 ***settlement.*** Regardless of how this Court might have ruled on the merits of
6 the legal issues, the losing party likely would have appealed, and the parties
would have faced the expense and uncertainty of litigating an appeal. The
expense and possible duration of the litigation should be considered in
evaluating the reasonableness of [a] settlement.”

7 26. With respect to the most immediate challenge, i.e., class certification, the risks attendant
8 to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009)
9 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court’s denial of class
10 certification because employees’ declarations attesting to having taken meal and rest breaks
11 demonstrated that individualized inquiries were required to show harm. See also *Campbell v. Best Buy*
12 *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following Brinker and denying certification
13 of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*
14 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest
15 period claims based on the predominance of individual issues).

16 27. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
17 issue of Defendants’ liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
18 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs
19 in a wage and hour class action. See also *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,
20 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
21 individualized questions of fact not susceptible to class treatment.”).

22 28. Finally, even if a class is certified and Defendants are found liable for the class claims
23 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and
24 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*
25 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded
26 a \$110 million judgement against an employer for, inter alia, inaccurately paying overtime, and directed
27 the trial court to enter judgement in favor of the employer. See also *O’Conner v. Uber Technologies,*
28 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

1 29. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
2 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
3 factor favoring settlement.

4 30. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
5 recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat
6 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
7 drastically affect the value of Plaintiff's claims and, in fact, already has.

8 31. Plaintiff and Class Counsel recognize the expense and length of a trial against Defendants
9 through possible appeals, which could take another three years. In arriving at their informed belief that
10 the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk
11 inherent in complex actions such as this one. Class Counsel is also mindful of and recognize the inherent
12 problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-
13 trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would
14 have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and Class
15 Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the
16 Class. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement
17 set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and
18 should be granted final approval.

19 **F. The Gross Settlement Amount is Fair and Reasonable**

20 32. The Gross Settlement Amount of Four Hundred Twenty-Five Thousand Dollars and Zero
21 Cents (\$425,000.00) in this case is fair and well within the range of recognized reasonableness. As
22 detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable
23 considering the nature and magnitude of the claims being settled and the various potential impediments
24 to recovery. Class Counsel developed varied economic damages models measuring Defendants'
25 liability exposure while accounting for the uncertainties of continued litigation. The various models
26 were informed by Class Counsel's investigation, including the analysis of a significant sample of time
27 and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel
28 projected a range of Defendants' liability exposure for the claims asserted on behalf of the Settlement

1 Class. The Gross Settlement Amount represents approximately 29.6% of Defendants’ class-wide
2 liability exposure and 15.9% of Defendants’ maximum class-wide exposure as estimated by Class
3 Counsel at the time of mediation.

4 33. Clearly the goal of this litigation to obtain redress for the class has been met by this
5 Settlement. Given the amount of the Settlement, the risks of litigation and the arm’s length negotiations
6 between experienced counsel, the settlement is entitled to final approval.

7 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

8 34. Here, Plaintiff and Defendants negotiated a good faith PAGA Payment in the amount of
9 \$20,000.00 which is 4.7% of the Gross Settlement Amount. This amount falls well within the range of
10 approved PAGA Payments. Seventy-Five percent (75%) of the PAGA Settlement (\$15,000.00) will be
11 paid to the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) of the PAGA
12 Payment (\$5,000.00) to be distributed to the Aggrieved Employees, which is within the range of PAGA
13 Payment approved by courts and should be approved.

14 35. Further, on October 15, 2024, Class Counsel gave the LWDA notice of this Settlement
15 and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval
16 with the LWDA. On August 28, 2025, Plaintiff gave the LWDA notice of this motion seeking final
17 approval of this settlement.

18 **V. CLASS COUNSEL’S REQUEST FOR FEES AND COSTS**

19 36. As part of the settlement, the parties agreed to a payment of Attorneys’ Fees in the amount
20 of one-third of the Gross Settlement Amount (\$141,666.66) and Attorneys’ Expenses in an amount of
21 up to \$25,000.00. The requested Attorneys’ Fees equal to one-third of the Gross Settlement Amount is
22 fair compensation and, respectfully, should be approved. Class Counsel undertook complex, risky, and
23 time-consuming wage and hour litigation on a contingent basis. The Attorneys’ Fees are within the
24 historically recognized range Attorneys’ Fees awarded in common fund class action settlements –
25 between 25% and 50% – and are supported by Class Counsel’s lodestar cross-check with a reasonable
26 1.04 multiplier. That is well-below the 2.13 multiplier approved by the Supreme Court in *Laffitte v.*
27 *Robert Half International, Inc.* (2016) 1 Cal.5th 480, with additional work to be performed, and within
28 the recognized multiplier range of between 2 and 4. Thus, the reasonableness of the requested

Attorneys' Fees and Attorneys' Expenses is confirmed by reference to the lodestar with a reasonable multiplier with significant additional work still to be performed.

37. The Agreement provides for payment of the Attorneys' Fees and Attorneys' Expenses from the common fund. Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the common fund doctrine. Class Counsel requests Attorneys' Fees in the amount of \$141,666.66, representing one-third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards in similar wage and hour class actions. Moreover, the requested Attorneys' Fee award is in the middle of historically recognized range of attorneys' fees awarded in common fund settlements.

38. The Attorneys' Fees request should be awarded based upon the Gross Settlement Amount in accordance with Laffitte, i.e., percentage of the fund with a lodestar cross check. As explained below, the reasonableness of the requested \$141,666.66 Attorneys' Fees is further supported by the lodestar cross-check.

A. Class Counsels' Lodestar Supports the Requested Attorneys' Fees

39. Class Counsel's lodestar to date is \$136,810.00 exclusive of costs, with significant work remaining.

40. Because the Settlement in this case is a pure common fund case, and the percentage of the fund is the comparable marketplace for fee awards in common fund cases, Laffitte supports an award based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the requested attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact, below what the California Supreme Court approved in Laffitte.

41. Although no rigid formula applies, an analysis of each of the following "basic factors" that California courts typically consider further supports the reasonableness of a fee request: (1) the result class counsel obtained; (2) the time and labor required of the attorneys; (3) the contingent nature of the case and the delay in payment to class counsel; (4) the extent to which the nature of the litigation precluded other employment by class counsel; (5) the experience, reputation, and ability of the attorneys who performed the services, the skill they displayed in the litigation, and the novelty, complexity and difficulty of the case; and (6) the informed consent of the clients to the fee agreement. *Serrano v. Priest*,

20 Cal. 3d 25, 49 (1977); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th at 1810 n.2. Those factors support Class Counsel's request and are addressed in more detail in Counsel's declarations submitted concurrently herewith. In short: (1) Considering the issues presented in the case, the Gross Settlement Amount of Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00), is an excellent result for the Settlement Class, (2) Collectively, Class Counsel worked hard on this case and expended approximately 182.4 hours in the prosecution of this litigation in the nearly 3 years since it was filed for a total lodestar of \$136,810, (3) Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant risk that the litigation would yield no recovery after many years of work, (4) Class Counsel negotiated a one-third contingency fee arrangement, which is a reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent results achieved by this Settlement bear his/her pro rata share of the attorney's fees award to Class Counsel, (5) Class Counsel possesses significant experience litigating complex wage and hour class actions and the way this Settlement was achieved is demonstrative of the highly efficient way this litigation was managed and resolved (See Class Counsel's declarations for a detailed outline of their skills and experience), and (6) Settlement Class Counsel's hourly rates, which are set forth in the concurrently filed declarations of Jean-Claude Lapuyade, Esq. and Shani Zakay, Esq., are well within the range of rates billed by comparable attorneys in this market and reasonably compare with rates approved by other trial courts in wage and hour class action litigation.

42. Here, Class Counsel has significant experience with complex wage and hour class action cases and regularly litigates wage and hour claims justifying comparable fee awards in Superior Courts and Federal District Courts throughout California. Class Counsels' hourly rates are set forth in the concurrently filed declarations of Jean-Claude Lapuyade, Esq., and Shani Zakay, Esq. and are well within the range of rates billed by comparable attorneys in this market and reasonably compare with rates approved by other trial courts in wage and hour class action litigation.

43. I am more than five years out of law school, and I have amassed significant experience in complex class action litigation. Throughout the course of my career as an employment law attorney, which spans over five years, I have amassed significant experience in complex class action litigation.

Based on the “Laffey Matrix” for attorneys, my hourly rate is calculated at \$550 per hour. See <http://www.laffeymatrix.com/>.

C. Class Counsel’s Costs

44. As of the date of this filing, Class Counsel has expended a total of \$13,725.36 in prosecuting this action. All of Class Counsel’s out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; mediation fees; and expert costs, which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

D. Plaintiff’s Service Award Is Reasonable and Should be Approved

45. As a preliminary matter, Plaintiff granted Defendants a broad and general release of all claims arising from his employment. In exchange, the Plaintiff’s Service Award is, in part, intended to compensate Plaintiff for executing this general release. This release is far broader than the release that binds the remainder of the Settlement Class.

46. Regarding the amount of the requested award, courts frequently approve awards of \$10,000.00 or more. *See In re Cellphone*, 186 Cal.App.4th 1380. The amount of the requested Service Award to Plaintiff for \$12,500.00 is reasonable by reference to the amounts that California courts (both federal and state) have repeatedly awarded in similar class action settlements. Further, the unanimous consent by the Class Members favors the Court’s approval of the requested Service Award. Equally important, the time, effort, and services provided to the Settlement Class justifies the requested Service Award. The Class Representative performed his duties to the Settlement Class admirably. Plaintiff’s work is summarized in his declaration filed concurrently herewith. Plaintiff assumed the serious risk of liability for Defendants’ costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the rights of the Settlement Class.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of August 2025, at San Diego, California.

ZAKAY LAW GROUP, APLC

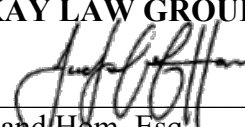
By: 
Jackland Hom, Esq.
Attorney for Plaintiff

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff

**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.

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

Defendants.

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

*[Assigned for all purposes to the Honorable
Wendy M. Behan, Dept. C-66]*

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Complaint Filed: November 30, 2023
Trial Date: None Set

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff JUSTIN CABATIT (hereinafter "Plaintiff"), individually, on
3 behalf of himself and on behalf of all persons similarly situated, and Defendants PROSCIENTO,
4 INC., and PROSCIENTO CLINICAL RESEARCH VENTURES, INC. (hereinafter "Defendants")
5 (together the "Parties"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class action lawsuit designated *Justin Cabatit v.*
8 *Prosciento, Inc.*, San Diego County Superior Court, Case No. 37-2023-00051828-
9 CU-OE-CTL, filed November 30, 2023.
- 10 B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
11 Class and PAGA Action and Release of Claims, including the attached Exhibits.
- 12 C. "Aggrieved Employees" means all non-exempt employees who are or previously
13 were employed by Defendants Prosciento, Inc. and/or Prosciento Clinical Research
14 Ventures, Inc. and performed work in California during the PAGA Period.
- 15 D. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be
16 paid to Class Counsel, as defined below, for the expenses they have incurred of up
17 to \$25,000.
- 18 E. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to
19 Class Counsel, as defined below, for the services they have rendered to Plaintiff and
20 the Settlement Class in the Action, currently not to exceed one-third of the Gross
21 Settlement Amount currently estimated to be \$141,666.66 out of \$425,000.00.
22 Attorneys' fees will be divided between Class Counsel, as defined below, as follows:
23 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC.
- 24 F. "Claims Administration Expenses" shall mean the amount paid to the Settlement
25 Administrator from the Gross Settlement Amount for administering the Settlement
26 pursuant to this Agreement currently estimated not to exceed \$7,000.00.
- 27
28

- G. “Class” or the “Class Members” means all non-exempt employees who are or previously were employed by Defendants Prosciento, Inc. and/or Prosciento Clinical Research Ventures, Inc. and performed work in California during the Class Period.
- H. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC.
- I. “Class Data” means information regarding Class Members that Defendants will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known address; Social Security Number; start dates and end dates of employment; workweeks worked during the Class Period; and pay periods worked during the PAGA Period.
- J. “Class Period” means the period from November 30, 2019 to June 30, 2024.
- K. “Class Representative” shall mean Justin Cabatit.
- L. “Court” means the Superior Court for the State of California, County of San Diego currently presiding over the Action.
- M. “Defendants” shall mean Prosciento, Inc. and Prosciento Clinical Research Ventures, Inc.
- N. “Effective Date” means the date of Defendants’ receipt of the signed order of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the Effective Date of final approval will be the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court’s overruling of objections to the settlement, then the Effective Date of final approval will be twenty (20) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.
- O. “Funding Date” shall mean the last date by which Defendants have paid the entire Gross Settlement Amount to the Settlement Administrator in accordance with the

terms of this Agreement. Because Defendants are paying in two installments, the Funding Date is considered the later date.

P. “Gross Settlement Amount” means Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) that Defendants must pay into the QSF, as defined below, in connection with this Settlement, inclusive of the sum of Individual Settlement Payments, Claims Administration Expenses, Attorneys’ Fees and Attorneys’ Expenses, Service Award, and the PAGA Payment and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

Q. “Individual Settlement Payments” means the amount payable from the Net Settlement Amount to each Settlement Class Member, as defined below, and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA. Individual Settlement Payments shall be paid by a single settlement check made payable to Settlement Class Members.

R. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Attorneys’ Fees and Attorneys’ Expenses, Service Award, PAGA Payment, and Claims Administration Expenses.

S. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

T. “Operative Complaint” shall mean the First Amended Complaint on file in the Action.

U. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

V. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period that each Aggrieved Employee worked for Defendants divided by the sum total of the Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA Period.

W. “PAGA Payment” shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00)

to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the Labor and Workforce Development Agency. The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked for Defendants in California.

Y. "PAGA Period" means the period from November 15, 2022 to June 30, 2024.

Z. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either Plaintiff or Defendants, individually.

AA. "Payment Ratio" means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

BB. "Plaintiff" shall mean Justin Cabatit.

CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

DD. "Released Class Claims" shall mean the release from the Class Members of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

EE. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of all PAGA claims alleged or which could have been alleged based on the facts pleaded in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA

which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

FF. "Released Parties" shall mean Defendants and all their current and former officers, directors, members, managers, employees, consultants, partners, shareholders, joint ventures, agents, successors, assigns, or legal representatives.

GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator first mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

HH. "Service Award" mean an award in the amount of \$12,500.00 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his individual Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

II. "Settlement" means the disposition of the Action pursuant to this Agreement.

JJ. "Settlement Administrator" means Apex Class Action LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: 1-800-355-0700. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

KK. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

LL. “Workweeks,” or “Workweek” as used herein shall, mean any seven (7) consecutive days beginning on Monday and ending on Sunday, or as otherwise defined by Defendants during the Class Period, in which a Class Member is employed by Defendants during the Class Period in California.

II. RECITALS

A. On November 30, 2023, Plaintiff filed the Action, alleging claims for:

1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;
4. Failure to provide required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
6. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802;
7. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203;
8. Failure to provide accurate itemized statements in violation of Cal. Lab. Code § 226.

B. On November 15, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

C. On January 25, 2024, Plaintiff filed the operative First Amended Complaint to include an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

D. The Class Representative believes he has meritorious claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for

1 class certification can be satisfied in the Action, and this action is manageable as a
2 PAGA representative action.

3 E. Defendants deny any liability or wrongdoing of any kind associated with the claims
4 alleged in the Action, dispute any wages, damages and penalties claimed by the Class
5 Representative are owed, and further contend that, for any purpose other than
6 settlement, the Action is not appropriate for class or representative action treatment.
7 Defendants contend, among other things, that at all times they complied with the
8 California Labor Code and the Industrial Welfare Commission Wage Orders.

9 F. The Class Representative is represented by Class Counsel. Class Counsel investigated
10 the facts relevant to the Action, including conducting an independent investigation as
11 to the allegations, reviewing documents and information exchanged through informal
12 discovery, and reviewing documents and information provided by Defendants
13 pursuant to informal requests for information to prepare for mediation. Defendants
14 produced for the purpose of settlement negotiations certain employment data
15 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
16 the assistance of an expert. Based on their own independent investigation and
17 evaluation, Class Counsel are of the opinion that the Settlement with Defendants is
18 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
19 considering all known facts and circumstances, including the risks of significant
20 delay, defenses asserted by Defendants, uncertainties regarding class certification,
21 and numerous potential appellate issues. Although they deny any liability, Defendants
22 are agreeing to this Settlement solely to avoid the inconveniences and cost of further
23 litigation. The Parties and their counsel have agreed to settle the claims on the terms
24 set forth in this Agreement.

25 G. On April 30, 2024, the Parties participated in mediation presided over by Monique
26 Ngo-Bonnici, Esq. an experienced mediator of wage and hour class and PAGA
27 actions. The mediation concluded with a settlement, which was subsequently
28 memorialized in the form of a Memorandum of Understanding.

1 H. This Agreement replaces and supersedes the Memorandum of Understanding and any
2 other agreements, understandings, or representations between the Parties. This
3 Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or will be construed as an admission by
5 Defendants that the claims in the Action of Plaintiff or the Class Members have merit
6 or that Defendants bear any liability to Plaintiff or the Class on those claims or any
7 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action
8 have merit.

9 I. The Parties believe that the Settlement is fair, reasonable and adequate. The
10 Settlement was arrived at through arm's-length negotiations, taking into account all
11 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
12 attendant to continuing the Action through trial and any appeal. Accordingly, the
13 Parties desire to settle, compromise and discharge all disputes and claims arising from
14 or relating to the Action fully, finally, and forever.

15 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
16 for any reason the settlement does not become effective, Defendants reserve the right
17 to contest certification of any class for any reason and reserve all available defenses
18 to the claims in the Action.

19 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

20 **III. TERMS OF AGREEMENT**

21 **A. Settlement Consideration and Settlement Payments by Defendants.**

- 22 1. Settlement Consideration. In full and complete settlement of the Action, and
23 in exchange for the releases set forth below, Defendants will pay the sum of
24 the Individual Settlement Payments, the Service Award, the Attorneys' Fees
25 and Attorneys' Expenses, PAGA Payment, and the Claims Administration
26 Expenses, as specified in this Agreement, equal to the Gross Settlement
27 Amount of Four Hundred Twenty-Five Thousand Dollars and Zero Cents
28 (\$425,000.00). The Parties agree that this is a non-reversionary Settlement and

1 that no portion of the Gross Settlement Amount shall revert to Defendants.
2 Other than the Defendants' share of employer payroll taxes and as provided
3 in Section III.A.2 below, Defendants shall not be required to pay more than
4 the Gross Settlement Amount.

5 2. Class Size. Defendants represent that the Settlement Class was comprised of
6 305 individuals who collectively worked approximately 23,413 workweeks
7 ("Projected Workweeks") during the Class Period. One week prior to
8 Plaintiff's deadline to file his Motion for Preliminary Approval of the
9 Settlement, Defendants shall provide data confirming the number of
10 applicable Class Members and Workweeks they worked during the applicable
11 Class Period. If the Projected Workweeks increases by more than 10% of the
12 Projected Workweeks stated herein, the Gross Settlement Amount will
13 increase proportionally for the number of workweeks over 10%. For example,
14 if the total workweeks in the Class Period are 120% of 23,413, the Gross
15 Settlement Amount shall increase by 10%.

16 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
17 into the QSF, through the Settlement Administrator by the Funding Date. Any
18 interest accrued will be added to the NSA and distributed to the Settlement
19 Class Members except that if final approval is reversed on appeal, then
20 Defendants is entitled to prompt return of the principal and all interest accrued.

21 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
22 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
23 together with the Gross Settlement Amount on the Funding Date.

24 B. Release by Settlement Class Members. Upon entry of final judgment and funding of
25 the Gross Settlement Amount, in exchange for the consideration set forth in this
26 Agreement, Plaintiff and the Settlement Class Members release the Released Parties
27 from the Released Class Claims for the Class Period. As a result of this release, the
28

1 Settlement Class Members shall be precluded from bringing claims against Defendants
2 for the Released Class Claims.

3 C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of
4 the Gross Settlement Amount, in exchange for the consideration set forth in this
5 Agreement, the Plaintiff, the LWDA and the State of California release the Released
6 Parties from the Released PAGA Claims for the PAGA Period. As a result of this
7 release, the Aggrieved Employees shall be precluded from bringing claims against
8 Defendants for the Released PAGA Claims.

9 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in
10 this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released
11 Parties from any and all claims, whether known or unknown, which exist or may exist
12 on either Plaintiff's behalf as of the date of this Agreement, including but not limited
13 to any and all tort claims, contract claims, wage claims, wrongful termination claims,
14 disability claims, benefit claims, public policy claims, retaliation claims, statutory
15 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
16 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
17 under any federal, state or other governmental statute, law, regulation or ordinance,
18 including, but not limited to claims for violation of the Fair Labor Standards Act, the
19 California Labor Code, the Wage Orders of California's Industrial Welfare
20 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
21 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
22 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
23 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
24 California's Whistleblower Protection Act, California Business & Professions Code
25 Section 17200 et seq., and any and all claims arising under any federal, state or other
26 governmental statute, law, regulation or ordinance. Plaintiff also waives and
27 relinquishes any and all claims, rights or benefits that he may have under California
28 Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendants fully fund the Gross Settlement Amount.

F. Nullification of Settlement Agreement. If this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.
4. Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification if the Agreement

1 is nullified due to Defendants' failure to fully fund the Gross Settlement
2 Amount. If the Agreement is nullified for any other reason, both Parties shall
3 equally bear the responsibility for any cost to issue or reissue any curative
4 notice to the Settlement Class Members and all Claims Administration
5 Expenses incurred to the date of nullification.

6 G. Certification of the Settlement Class. The Parties stipulate to conditional class
7 certification of the Class for the Class Period for purposes of settlement only. In the
8 event that this Settlement is not approved by the Court, fails to become effective, or is
9 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
10 Defendants from obtaining a complete resolution of the Released Claims, the
11 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
12 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
13 proceeding for any purpose or with respect to any issue, substantive or procedural.

14 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
15 effect of the payments called for, and Class Members and/or Aggrieved Employees are
16 not relying on any statement or representation by the Parties in this regard. Class
17 Members and/or Aggrieved Employees understand and agree that they will be
18 responsible for the payment of any taxes and penalties assessed on the Individual
19 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
20 Employee Payment described and will be solely responsible for any penalties or other
21 obligations resulting from their personal tax reporting of Individual Settlement
22 Payments and/or Aggrieved Employees' individual shares of the Aggrieved
23 Employees Payment.

24 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
25 the "acknowledging party" and each Party to this Agreement other than the
26 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
27 of this Agreement, and no written communication or disclosure between or among the
28 Parties or their attorneys and other advisers, is or was intended to be, nor shall any

1 such communication or disclosure constitute or be construed or be relied upon as, tax
2 advice within the meaning of United States Treasury Department circular 230 (31 CFR
3 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
4 her or its own, independent legal and tax counsel for advice (including tax advice) in
5 connection with this Agreement, (b) has not entered into this Agreement based upon
6 the recommendation of any other Party or any attorney or advisor to any other Party,
7 and (c) is not entitled to rely upon any communication or disclosure by any attorney
8 or adviser to any other party to avoid any tax penalty that may be imposed on the
9 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
10 any limitation that protects the confidentiality of any such attorney's or adviser's tax
11 strategies (regardless of whether such limitation is legally binding) upon disclosure by
12 the acknowledging party of the tax treatment or tax structure of any transaction,
13 including any transaction contemplated by this Agreement.

14 J. Preliminary Approval Motion. As soon as practicable, Plaintiff shall file with the Court
15 a Motion for Order Granting Preliminary Approval and supporting papers, which shall
16 include this Settlement Agreement. Plaintiff will provide Defendants with a draft of
17 the Motion at least three (3) court days prior to the filing of the Motion to give
18 Defendants an opportunity to propose changes or additions to the Motion.

19 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
20 establishing and administering the QSF; calculating, processing and mailing payments
21 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
22 mailing the Notice Packets to the Class Members as directed by the Court; receiving
23 and reporting the objections and requests for exclusion; calculating, deducting and
24 remitting all legally required taxes from Individual Settlement Payments and
25 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
26 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
27 individual shares of the Aggrieved Employee Payment; processing and mailing tax
28 payments to the appropriate state and federal taxing authorities; providing

1 declaration(s) as necessary in support of preliminary and/or final approval of this
2 Settlement; and other tasks as the Parties mutually agree or the Court orders the
3 Settlement Administrator to perform. The Settlement Administrator shall keep the
4 Parties timely apprised of the performance of all Settlement Administrator
5 responsibilities by among other things, sending a weekly status report to the Parties'
6 counsel stating the date of the mailing, the of number of Elections Not to Participate
7 in Settlement it receives (including the numbers of valid and deficient), and number of
8 objections received.

9 L. Notice Procedure.

10 1. Class Data. No later than ten (10) calendar days after the Preliminary
11 Approval Date, Defendants shall provide the Settlement Administrator with
12 the Class Data for purposes of preparing and mailing Notice Packets to the
13 Class Members. The Class Data will be presumed to be correct unless a
14 particular Class Member proves otherwise to the Settlement Administrator by
15 credible written evidence. All Workweek and PAGA Pay Period disputes will
16 be resolved and decided by the Settlement Administrator, and the Settlement
17 Administrator's decision on all Workweek disputes is final and non-
18 appealable.

19 2. Notice Packets.

20 a) The Notice Packet shall contain the Notice of Class Action Settlement
21 in a form substantially similar to the form attached as **Exhibit A**. The
22 Notice of Class Action Settlement shall inform Class Members and
23 Aggrieved Employees that they need not do anything in order to
24 receive an Individual Settlement Payment and/or Aggrieved
25 Employees' individual shares of the Aggrieved Employee Payment
26 and to keep the Settlement Administrator apprised of their current
27 mailing address, to which the Individual Settlement Payments and/or
28 Aggrieved Employees' individual shares of the Aggrieved Employee

1 Payment will be mailed following the Funding Date in the timeframe
2 set forth in this Agreement. The Notice of Class Action Settlement
3 shall set forth the release to be given by all members of the Class who
4 do not request to be excluded from the Settlement Class and/or
5 Aggrieved Employee in exchange for an Individual Settlement
6 Payment and/or Aggrieved Employees' individual share of the
7 Aggrieved Employee Payment, the number of Workweeks worked by
8 each Class Member during the Class Period and PAGA Period, if any,
9 and the estimated amount of their Individual Settlement Payment if
10 they do not request to be excluded from the Settlement and each
11 Aggrieved Employee's individual share of the Aggrieved Employee
12 Payment, if any. The Settlement Administrator shall use the Class
13 Data to determine Class Members' Workweeks and PAGA Pay
14 Periods. The Notice will also advise the Aggrieved Employees that
15 they will release the Released PAGA Claims and will receive their
16 share of the Aggrieved Employee Payment regardless of whether they
17 request to be excluded from the Settlement.

18 b) The Notice Packet's mailing envelope shall include the following
19 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
20 ENTITLED TO PARTICIPATE IN A CLASS ACTION
21 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
22 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
23 NOTICE."

24 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
25 Settlement Administrator will perform a search based on the National Change
26 of Address Database to update and correct any known or identifiable address
27 changes. No later than twenty-one (21) calendar days after preliminary
28 approval of the Settlement, the Settlement Administrator shall mail copies of

1 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
2 Settlement Administrator shall exercise its best judgment to determine the
3 current mailing address for each Class Member. The address identified by the
4 Settlement Administrator as the current mailing address shall be presumed to
5 be the best mailing address for each Class Member.

6 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
7 Administrator as non-delivered on or before the Response Deadline shall be
8 re-mailed to any forwarding address provided. If no forwarding address is
9 provided, the Settlement Administrator shall promptly attempt to determine a
10 correct address by lawful use of skip-tracing, or other search using the name,
11 address and/or Social Security number of the Class Member involved, and
12 shall then perform a re-mailing, if another mailing address is identified by the
13 Settlement Administrator. In addition, if any Notice Packets, which are
14 addressed to Class Members who are currently employed by Defendants, are
15 returned to the Settlement Administrator as non-delivered and no forwarding
16 address is provided, the Settlement Administrator shall notify Defendants.
17 Defendants will request that the currently employed Class Member provide a
18 corrected address and transmit to the Settlement Administrator any corrected
19 address provided by the Class Member. Class Members who received a re-
20 mailed Notice Packet shall have their Response Deadline extended fifteen (15)
21 days from the original Response Deadline.

22 5. Disputes Regarding Individual Settlement Payments. Class Members will
23 have the opportunity, should they disagree with Defendants' records regarding
24 the start and end dates of employment to provide documentation and/or an
25 explanation to show contrary dates. If there is a dispute, the Settlement
26 Administrator will consult with the Parties to determine whether an
27 adjustment is warranted. The Settlement Administrator shall determine the
28 eligibility for, and the amounts of, any Individual Settlement Payments under

1 the terms of this Agreement. The Settlement Administrator's determination
2 of the eligibility for and amount of any Individual Settlement Payment shall
3 be binding upon the Class Member and the Parties.

4 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
5 by the Settlement Administrator concerning the administration of the
6 Settlement will be resolved by the Court under the laws of the State of
7 California. Before any such involvement of the Court, counsel for the Parties
8 will confer in good faith to resolve the disputes without the necessity of
9 involving the Court.

10 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
11 Packet shall state that Class Members who wish to exclude themselves from
12 the Settlement must submit a written request for exclusion by the Response
13 Deadline. The written request for exclusion must state that the Class Member
14 wishes to exclude himself or herself from the Settlement and (1) must contain
15 the name, address, and the last four digits of the Social Security number of the
16 person requesting exclusion; (2) must be signed by the Class Member; (3)
17 must be postmarked by the Response Deadline and returned to the Settlement
18 Administrator at the specified address; and (4) contain a typewritten or
19 handwritten notice stating in substance: "I wish to opt out of the settlement
20 of the class action lawsuit entitled *Cabatit v. Prosciento, Inc., et al.*, current
21 pending in San Diego County Superior Court, Case No. 37-2023-00051828-
22 CU-OE-CTL. I understand that by requesting to be excluded from the
23 settlement, I will receive no money from the Settlement described in this
24 Notice." The request for exclusion will not be valid if it is not timely
25 submitted, if it is not signed by the Class Member, or if it does not contain the
26 name and address and last four digits of the Social Security number of the
27 Class Member. The date of the postmark on the mailing envelope on the
28 request for exclusion shall be the exclusive means used to determine whether

1 the request for exclusion was timely submitted. Any Class Member who
2 requests to be excluded from the Settlement Class will not be entitled to an
3 Individual Settlement Payment and will not be otherwise bound by the terms
4 of the Settlement or have any right to object, appeal or comment thereon.
5 However, any Class Member that submits a timely request for exclusion that
6 is also a member of the Aggrieved Employees will still receive his/her pro rata
7 share of the PAGA Settlement, as specified below, and in consideration, will
8 be bound by the Release by the Aggrieved Employees as set forth herein.
9 Settlement Class Members who fail to submit a valid and timely written
10 request for exclusion on or before the Response Deadline shall be bound by
11 all terms of the Settlement and any final judgment entered in this Action if the
12 Settlement is approved by the Court. No later than fourteen (14) calendar days
13 after the Response Deadline, the Settlement Administrator shall provide
14 counsel for the Parties with a final list of the Class Members who have timely
15 submitted written requests for exclusion. At no time shall any of the Parties
16 or their counsel seek to solicit or otherwise encourage members of the Class
17 to submit requests for exclusion from the Settlement.

18 8. Defendant's Option to Withdraw. If more than 10% of the Class Members
19 submit valid and timely exclusion forms pursuant to this Agreement,
20 Defendants at their sole option may withdraw from the Agreement, and
21 Defendants' obligations under prior agreements to settle this Action are
22 entirely void.

23 9. Objections. The Notice of Class Action Settlement contained in the Notice
24 Packet shall state that Class Members who wish to object to the Settlement
25 may submit to the Settlement Administrator a written statement of objection
26 ("Notice of Objection") by the Response Deadline. The postmark date of
27 mailing shall be deemed the exclusive means for determining that a Notice of
28 Objection was served timely. The Notice of Objection, if in writing, must be

signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

M. Funding and Allocation of the Gross Settlement Amount. The Gross Settlement Amount shall be paid to the Settlement Administrator in two separate installments as follows: The first installment of \$225,000.00 shall be paid within thirty (30) days of the Effective Date. The second installment of \$200,000.00 shall be paid within six (6) months of the first installment payment (i.e., the Funding Date). Defendants are required to pay any employer's share of payroll taxes as mandated by law at the time the first installment is funded.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided

1 by the total Workweeks for all Class Members, resulting in the Payment Ratio
2 for each Class Member. Each Class Member's Payment Ratio will then be
3 multiplied by the Net Settlement Amount to calculate each Class Member's
4 estimated Individual Settlement Payments. Each Individual Settlement
5 Payment will be reduced by any legally mandated employee tax withholdings
6 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
7 Members who submit valid and timely requests for exclusion will be
8 redistributed to Settlement Class Members who do not submit valid and timely
9 requests for exclusion on a pro rata basis based on their respective Payment
10 Ratios.

11 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
12 Class Data, the Settlement Administrator shall add up the total number of
13 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
14 The respective PAGA Pay Periods for each Aggrieved Employee will be
15 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
16 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
17 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
18 Aggrieved Employee's Portion of the PAGA Payment, \$5,000 (25% of
19 \$20,000.00), to calculate each Aggrieved Employee's estimated share of the
20 PAGA Payment.

21 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
22 Settlement Payments shall be allocated and treated as 20% wages ("Wage
23 Portion") and 40% penalties ("Penalty Portion") and 40% pre-judgment
24 interest ("Interest Portion"). The Wage Portion of the Individual Settlement
25 Payments shall be reported on IRS Form W-2 and the Penalty and Interest
26 Portions of the Individual Settlement Payments shall be reported on IRS Form
27 1099 issued by the Settlement Agreement.

- 1 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
2 Employee Payments shall be allocated and treated as 100% penalties and shall
3 be reported on IRS Form 1099.
- 4 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
5 individual shares of the PAGA Payment made to Settlement Class Members
6 and/or Aggrieved Employees under this Settlement Agreement, as well as any
7 other payments made pursuant to this Settlement Agreement, will not be
8 utilized to calculate any additional benefits under any benefit plans to which
9 any Class Members may be eligible, including, but not limited to profit-
10 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
11 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
12 Parties' intention that this Settlement Agreement will not affect any rights,
13 contributions, or amounts to which any Class Members may be entitled under
14 any benefit plans.
- 15 6. All monies received by Settlement Class Members under the Settlement which
16 are attributable to wages shall constitute income to such Settlement Class
17 Members solely in the year in which such monies actually are received by the
18 Settlement Class Members. It is the intent of the Parties that Individual
19 Settlement Payments and individual shares of the PAGA Payment provided for
20 in this Settlement Agreement are the sole payments to be made by Defendants
21 to Settlement Class Members and/or Aggrieved Employees in connection with
22 this Settlement Agreement, with the exception of Plaintiffs, and that the
23 Settlement Class Members and/or Aggrieved Employees are not entitled to any
24 new or additional compensation or benefits as a result of having received the
25 Individual Settlement Payments and/or their shares of the Aggrieved Employee
26 Payment.
- 27 7. Mailing. Individual Settlement Payments and PAGA Payments shall be
28 mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or

1 Aggrieved Employees' last known mailing address no later than fifteen (15)
2 calendar days after the Funding Date.

3 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
4 Employees shall remain valid and negotiable for one hundred and eighty (180)
5 days from the date of their issuance. If a Settlement Class Member and/or
6 Aggrieved Employee does not cash his or her settlement check within ninety
7 (90) days, the Settlement Administrator will send a letter to such persons,
8 advising that the check will expire after the 180th day, and invite that
9 Settlement Class Member and/or Aggrieved Employee to request reissuance
10 in the event the check was destroyed, lost or misplaced. In the event an
11 Individual Settlement Payment and/or Aggrieved Employee's individual
12 share of the PAGA Payment check has not been cashed within one hundred
13 and eighty (180) days, all funds represented by such uncashed checks, plus
14 any interest accrued thereon, shall be paid to the Community Law Project, a
15 Cy Pres, in accordance with California Code of Civil Procedure section 384.

16 9. Final Report by Settlement Administrator. Within fourteen (14) calendar days
17 after the disbursement of all funds, the Settlement Administrator will serve on
18 the Parties a declaration providing a final report on the disbursement of all
19 funds.

20 10. Service Award. In addition to the Individual Settlement Payment as a
21 Settlement Class Member and his individual share of the Aggrieved Employee
22 Payment, Plaintiff will apply to the Court for an award of not more than
23 \$12,500.00 as the Service Award. Defendants will not oppose a Service
24 Award of not more than \$12,500.00 for Plaintiff. The Settlement
25 Administrator shall pay the Service Award, either in the amount stated herein
26 if approved by the Court or some other amount as approved by the Court, to
27 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar
28 days after the Funding Date. Any portion of the requested Service Award that

1 is not awarded to the Class Representative shall be part of the Net Settlement
2 Amount and shall be distributed to Settlement Class Members as provided in
3 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
4 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and
5 legally responsible to pay any and all applicable taxes on his Service Award
6 and shall hold harmless the Released Parties from any claim or liability for
7 taxes, penalties, or interest arising as a result of the Service Awards. Approval
8 of this Settlement shall not be conditioned on Court approval of the requested
9 amount of the Service Award. If the Court reduces or does not approve the
10 requested Service Award, Plaintiff shall not have the right to revoke the
11 Settlement, and it will remain binding.

- 12 11. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class
13 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of
14 the Gross Settlement Amount currently estimated to be \$141,666.66 *and*
15 Attorneys' Expenses supported by declaration not to exceed Twenty-Five
16 Thousand Dollars (\$25,000.00). Any awarded Attorneys' Fees and Attorneys'
17 Expenses shall be paid from the Gross Settlement Amount. Any portion of
18 the requested Attorneys' Fees and/or Attorneys' Expenses that are not
19 awarded to Class Counsel shall be part of the Net Settlement Amount and shall
20 be distributed to Settlement Class Members as provided in this Agreement.
21 The Settlement Administrator shall allocate and pay the Attorneys' Fees to
22 Class Counsel from the Gross Settlement Amount no later than fifteen (15)
23 calendar days after the Funding Date. Class Counsel shall be solely and
24 legally responsible to pay all applicable taxes on the payment made pursuant
25 to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
26 — MISC to Class Counsel for the payments made pursuant to this paragraph.
27 In the event that the Court reduces or does not approve the requested
28 Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke

1 the Settlement, or to appeal such order, and the Settlement will remain
2 binding.

3 12. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00)
4 shall be allocated from the Gross Settlement Amount for settlement of claims
5 for civil penalties under the Private Attorneys General Act of 2004. The
6 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
7 Payment (\$15,000.00) to the California Labor and Workforce Development
8 Agency no later than fifteen (15) calendar days after the Funding Date.
9 Twenty-five percent (25%) of the PAGA Payment (\$5,000.00) will be
10 distributed to the Aggrieved Employees as described in this Agreement. For
11 purposes of distributing the PAGA Payment to the Aggrieved Employees,
12 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved
13 Employee Payment using the PAGA Payment Ratio as defined above.

14 13. Claims Administration Expenses. The Settlement Administrator shall be paid
15 for the costs of administration of the Settlement from the Gross Settlement
16 Amount. The estimate of the Administration Costs is \$7,000.00. The
17 Settlement Administrator shall be paid the Claims Administration Expenses
18 no later than fifteen (15) calendar days after the Funding Date.

19 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
20 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
21 twenty-eight (28) days following the expiration of the Response Deadline, which
22 motion shall request final approval of the Settlement and a determination of the
23 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
24 Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff
25 will provide Defendants with a draft of the Motion at least three (3) court days prior
26 to the filing of the Motion to give Defendants an opportunity to propose changes or
27 additions to the Motion.
28

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.
 2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.
- N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.
- O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. The Parties will cooperate in vacating any and all class certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery deadlines.
- P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

- 1 Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action
2 under California Code of Civil Procedure section 664.6 to ensure the continuing
3 implementation of the provisions of this Settlement and that the time within which to
4 bring this Action to trial under California Code of Civil Procedure section 583.310
5 shall be extended from the date of signing of this Agreement by all Parties until the
6 entry of the Final Approval Order and Judgment or if not entered, the date this
7 Agreement shall not longer be of any force or effect.
- 8 R. Amendment or Modification. This Agreement may be amended or modified only by
9 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 10 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
11 Agreement among these Parties, and no oral or written representations, warranties or
12 inducements have been made to any Party concerning this Agreement or its Exhibit
13 other than the representations, warranties and covenants contained and memorialized
14 in this Agreement and its Exhibit.
- 15 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate
17 this Agreement and to take all appropriate Action required or permitted to be taken by
18 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
19 documents required to effectuate the terms of this Agreement. The persons signing
20 this Agreement on behalf of Defendants represents and warrants that he/she is
21 authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and
22 warrants that he is authorized to sign this Agreement and that he has not assigned any
23 claim, or part of a claim, covered by this Settlement to a third-party.
- 24 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
25 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 26 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
27 shall be governed by and interpreted according to the laws of the State of California.
28

- 1 W. Counterparts. This Agreement may be executed in one or more counterparts by
2 facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be
3 accepted as an original. All executed counterparts and each of them shall be deemed
4 to be one and the same instrument provided that counsel for the Parties to this
5 Agreement shall exchange among themselves copies or originals of the signed
6 counterparts. Any executed counterpart will be admissible in evidence to prove the
7 existence and contents of this Agreement.
- 8 X. Court Filings. The Parties shall not object to any Court filings consistent with this
9 Agreement.
- 10 Y. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement
11 Agreement shall be presented to the mediator Monique Ngo-Bonnici, Esq. for
12 resolution.
- 13 Z. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
14 is a fair, adequate and reasonable settlement of this Action and have arrived at this
15 Settlement after extensive arms-length negotiations, taking into account all relevant
16 factors, present and potential.
- 17 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
18 respect to the interpretation, implementation and enforcement of the terms of this
19 Agreement and all orders and judgments entered in connection therewith, and the
20 Parties and their counsel submit to the jurisdiction of the Court for purposes of
21 interpreting, implementing and enforcing the settlement and all orders and judgments
22 entered in connection with this Agreement.
- 23 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
24 the Court shall first attempt to construe the provisions valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this
26 Agreement valid and enforceable.
- 27 CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
28 intend to pursue any claims against the Released Parties, including, but not limited to,

any and all claims relating to or arising from Plaintiff's employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear their own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 09/18/2024


Justin Cabatit (Sep 18, 2024 07:11 PDT)

Justin Cabatit

IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 19-Sep-2024 | 08:42:20 PDT

DocuSigned by:

58FCE32E635540B...

Prosciento, Inc.

Marcus Hompesch

Printed Name

CEO

DATED: 19-Sep-2024 | 08:42:20 PDT

Title
DocuSigned by:

58FCE32E635540B...

Prosciento Clinical Research Ventures, Inc.

Marcus Hompesch

Printed Name

CEO

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: 09/18/2024

JCL LAW FIRM, A.P.C.

4 By: 

5 Jean-Claude Lapuyade, Esq.
6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: 09/18/2024

ZAKAY LAW GROUP, APLC

9 By: 

10 Shani O. Zakay, Esq.
11 Attorneys for Plaintiff and the Settlement Class
12 Members

13 DATED: 10/2/2024

SCHOR VOGELZANG & CHUNG LLP

14 By: 

15 Julie Vogelzang, Esq.
16 Janelle Thornton, Esq.
17 Attorneys for Defendants
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EXHIBIT A

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

(Cabatit v. Prosciento, Inc., et al., San Diego Superior Court Case No. 37-2023-00051828-CU-OE-CTL)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< __ >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Justin Cabatit (“Plaintiff”) and Defendants Prosciento, Inc. and Prosciento Clinical Research Ventures, Inc. (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

All non-exempt employees who are or previously were employed by Defendants Prosciento, Inc. and/or Defendant Prosciento Clinical Research Ventures, Inc. and performed work in California during the Class Period.

The “Class Period” is the period from November 30, 2019 to June 30, 2024.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On November 30, 2023, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802); (7) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); and (8) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.). On November 15, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. The operative First Amended Complaint includes an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On April 30, 2024, the Parties participated in an all-day mediation with Monique Ngo-Bonnici, Esq., an experienced mediator of wage and hour class actions. The mediation concluded with a mutually-agreeable settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator in two separate installments as follows: The first installment of \$225,000.00 shall be paid within thirty (30) days of the Effective Date. The second installment of \$200,000.00 shall be made within six (6) months of the first installment payment. “The Effective Date” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$7,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys’ Fees and Expenses. Payment to Class Counsel of Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$141,666.66) and Attorneys’ Expenses of not more than \$25,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval.

Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. Service Award of up to Twelve Thousand Five Hundred Dollars (\$12,500.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Monday and ending on Sunday, or as otherwise defined by Defendants during the Class Period, in which a Class Member is employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Defendants Prosciento, Inc. and/or Prosciento Clinical Research Ventures, Inc. and performed work in California during the PAGA Period. The PAGA Period means the period from November 15, 2022 to June 30, 2024.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other

payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged or which reasonably could have been alleged based on the facts pleaded in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (November 30, 2019 to June 30, 2024).

Based on this information, your estimated Settlement Share is <<____>>.

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (November 15, 2022 to June 30, 2024).

Based on this information, your estimated PAGA Payment Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than forty-five (45) days after the Notice is first mailed or fifteen (15) days after the re-mailed Notice.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," if you are an Aggrieved Employee, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Cabatit v. Prosciento, Inc., et al.*, currently pending in Superior Court of San Diego, Case No. 37-2023-00051828-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Cabatit v. Prosciento, Inc., et al. San Diego County Superior Court Case No. 37-2023-00051828-CU-OE-CTL***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendants:

Julie Vogelzang, Esq.

Janelle Thornton, Esq.

Schor Vogelzang & Chung LLP

2170 Fourth Ave.

San Diego, CA 92101

Tel: (619) 906-2400

E-Mail: julie@svclegal.com; janelle@svclegal.com

Class Counsel:

Shani O. Zakay, Esq.

Zakay Law Group, APLC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel: (619) 599-8292

Fax: (619) 599-8291

Email: shani@zakaylaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Diego County Superior Court, Department C-66, located at 330 W Broadway, San Diego, CA 92101-3827 before the Hon. Wendy M. Behan or other assigned Judge to Department C-66. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Cabatit v. Prosciento, Inc., et al., San Diego Superior Court Case No. 37-2023-00051828-CU-OE-CTL***, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project, a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

#48

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel Newman (State Bar #350826)
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jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: May 2, 2025

Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Dept.: C-66

~~RECEIVED~~
October 15, 2024

F I L E D
San Diego Superior Court

MAY 02 2025

Clerk of the Superior Court
By: B. Orihuela, Deputy

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Honorable Wendy M. Behan of the Superior Court of the
3 State of California, in and for the County of San Diego, with the attorneys from the JCL Law Firm, APC
4 and Zakay Law Group, APLC as counsel for Plaintiff JUSTIN CABATIT ("Plaintiff"), and counsel
5 from Schor Vogelzang & Chung LLP appearing for Defendants PROSCIENTO, INC. and
6 PROSCIENTO CLINICAL RESEARCH VENTURES, INC. ("Defendants"). The Court, having
7 carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good
8 cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class and PAGA
9 Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
12 Claims and Release of Claims ("Settlement Agreement" or "Agreement") a true and correct copy of
13 which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the Settlement
14 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of
15 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendants shall pay is Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00). It
20 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to all potential Class Members when balanced against the probable outcome of further
22 litigation relating to certification, liability, and damages issues. It further appears that investigation and
23 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
24 respective positions. It further appears to the Court that settlement at this time will avoid substantial
25 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has
2 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
3 that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. The Agreement specifies for Attorneys' Fees awarded to Class Counsel in the amount of
7 up to one-third of the Gross Settlement Amount, currently estimated to be One Hundred Forty-One
8 Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$141,666.66) **and** an award of Attorneys'
9 Expenses not to exceed Twenty-Five Dollars and Zero Cents (\$25,000.00), and proposed Service Award
10 to the Class Representative, Justin Cabatit, in an amount not to exceed Twelve Thousand Five Hundred
11 Dollars and Zero Cents (\$12,500.00). While these awards appear to be within the range of
12 reasonableness, the Court will not approve the Attorneys' Fees, Attorneys' Expenses, or the Service
13 Award, until the Final Approval Hearing. Class Counsel and the Class Representative will be required
14 to present evidence supporting these requests, including lodestar, prior to final approval.

15 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 All non-exempt employees who are or previously were employed by
20 Defendants Prosciento, Inc. and/or Prosciento Clinical Research Ventures,
21 Inc. and performed work in California during the period beginning
22 November 30, 2019 to June 30, 2024.

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class
25 Members are ascertainable and so numerous that joinder of all members of the Class Members is
26 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
27 community of interest amongst the Class Members with respect to the subject matter of the litigation;
28 (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class

1 Representative will fairly and adequately protect the interests of the Class Members; (e) a class action
2 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
3 Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the
4 representative of the Class Members.

5 8. The Court provisionally appoints plaintiff Justin Cabatit as the representative of the Class
6 Members.

7 9. The Court provisionally appoints the attorneys of the JCL LAW FIRM, APC, and of
8 ZAKAY LAW GROUP, APLC, as Class Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the proposed Notice Packet attached
10 to the Agreement as **Exhibit "A"**. The Court finds that the Notice Packet appears to fully, and accurately
11 inform the Class Members of all material elements of the proposed Settlement, including Class
12 Members' right to be excluded from the Class by submitting a written request for exclusion, and of each
13 Class Member's right and opportunity to object to the Settlement. The Court further finds that the
14 distribution of the Notice Packet substantially in the manner and form set forth in the Agreement and
15 this Order meets the requirements of due process, is the most reasonable notice under the circumstances,
16 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
17 of the Notice Packet by first class mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within
19 ten (10) calendar days of this order, Defendants shall provide, to the Settlement Administrator the Class
20 Data, including information regarding Class Members that Defendants will in good faith compile from
21 their records, including each Settlement Class Member's full name; last known address; Social Security
22 Number; start dates and end dates of employment. No later than twenty-one (21) calendar days after the
23 entry of this order, the Settlement Administrator shall mail the Notice Packet to all identified, potential
24 Class Members via first class U.S. Mail using the most current mailing address information available.

25 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
26 Settlement of the Released Claims. Any Class Member may individually choose to opt out of and be
27 excluded from the Settlement of the Released Claims as provided in the Notice Packet by following the
28 instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the

1 Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is
2 forty-five (45) calendar days after the date the Notice Packet is mailed to the Class Members or, in the
3 case of a re-mailed Notice, not more than fifteen (15) calendar days after the original Response Deadline.
4 Any such person who chooses to opt out of and be excluded from the Settlement of the Released Claims
5 will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by
6 the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not
7 requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A
8 request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of
9 a group, class, or subclass of individuals is not permitted and will be deemed invalid.

10 13. Any Class Member who has not opted out may appear at the final approval hearing and
11 may object or express the Class Member's views regarding the Settlement and may present evidence and
12 file briefs or other papers that may be proper and relevant to the issues to be heard and determined by
13 the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
14 Settlement Administrator mails the Notice Packets to postmark their written objections to the Settlement
15 Administrator.

16 14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Attorneys'
17 Fees, Attorneys' Expenses, and Service Award shall be held before this Court on 9/25/25
18 10:15 at a AM in Department C-66 of the San Diego County Superior Court to determine
19 all necessary matters concerning the Settlement, including: whether the proposed settlement of the
20 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
21 should be finally approved by the Court; whether an Order Granting Final Approval should be entered
22 herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate
23 and reasonable to the Class Members; and to finally approve the Attorneys' Fees, Attorneys' Expenses,
24 Service Award, the PAGA Payment, and the Claims Administration Expenses. All papers in support of
25 the motion for final approval and the motion for Attorneys' Fees, Attorneys' Expenses and Service
26 Award shall be filed with the Court and served on all counsel no later than sixteen (16) court days before
27 the hearing.

28 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall

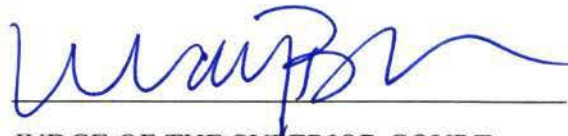
1 be construed as a concession or admission by Defendants in any way, and shall not be used as evidence
2 of, or used against Defendants as, an admission or indication in any way, including with respect to any
3 claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any
4 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
5 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
6 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
7 received as or deemed to be evidence for any purpose adverse to the Defendants, including, but not
8 limited to, evidence of a presumption, concession, indication or admission by Defendants of any
9 liability, fault, wrongdoing, omission, concession or damage.

10 16. In the event the Settlement does not become effective in accordance with the terms of the
11 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
12 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
13 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
14 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used,
15 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
16 Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

17 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
18 and all dates provided for in the Agreement without further notice to Class Members and retains
19 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
20

21 IT IS SO ORDERED.

22
23 Dated: 5/2/25



JUDGE OF THE SUPERIOR COURT

WENDY M. BEHAN

EXHIBIT 1

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
Rachel Newman (State Bar #350826)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
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julieann@zakaylaw.com
rachel@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff

**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.

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

Defendants.

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

*[Assigned for all purposes to the Honorable
Wendy M. Behan, Dept. C-66]*

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Complaint Filed: November 30, 2023
Trial Date: None Set

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff JUSTIN CABATIT (hereinafter "Plaintiff"), individually, on
3 behalf of himself and on behalf of all persons similarly situated, and Defendants PROSCIENTO,
4 INC., and PROSCIENTO CLINICAL RESEARCH VENTURES, INC. (hereinafter "Defendants")
5 (together the "Parties"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class action lawsuit designated *Justin Cabatit v.*
8 *Prosciento, Inc.*, San Diego County Superior Court, Case No. 37-2023-00051828-
9 CU-OE-CTL, filed November 30, 2023.
- 10 B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
11 Class and PAGA Action and Release of Claims, including the attached Exhibits.
- 12 C. "Aggrieved Employees" means all non-exempt employees who are or previously
13 were employed by Defendants Prosciento, Inc. and/or Prosciento Clinical Research
14 Ventures, Inc. and performed work in California during the PAGA Period.
- 15 D. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be
16 paid to Class Counsel, as defined below, for the expenses they have incurred of up
17 to \$25,000.
- 18 E. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to
19 Class Counsel, as defined below, for the services they have rendered to Plaintiff and
20 the Settlement Class in the Action, currently not to exceed one-third of the Gross
21 Settlement Amount currently estimated to be \$141,666.66 out of \$425,000.00.
22 Attorneys' fees will be divided between Class Counsel, as defined below, as follows:
23 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC.
- 24 F. "Claims Administration Expenses" shall mean the amount paid to the Settlement
25 Administrator from the Gross Settlement Amount for administering the Settlement
26 pursuant to this Agreement currently estimated not to exceed \$7,000.00.
- 27
28

- 1 G. "Class" or the "Class Members" means all non-exempt employees who are or
2 previously were employed by Defendants Prosciento, Inc. and/or Prosciento Clinical
3 Research Ventures, Inc. and performed work in California during the Class Period.
- 4 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
5 Shani Zakay, Esq. of Zakay Law Group, APLC.
- 6 I. "Class Data" means information regarding Class Members that Defendants will in
7 good faith compile from their records and provide to the Settlement Administrator. It
8 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
9 Member's full name; last known address; Social Security Number; start dates and end
10 dates of employment; workweeks worked during the Class Period; and pay periods
11 worked during the PAGA Period.
- 12 J. "Class Period" means the period from November 30, 2019 to June 30, 2024.
- 13 K. "Class Representative" shall mean Justin Cabatit.
- 14 L. "Court" means the Superior Court for the State of California, County of San Diego
15 currently presiding over the Action.
- 16 M. "Defendants" shall mean Prosciento, Inc. and Prosciento Clinical Research Ventures,
17 Inc.
- 18 N. "Effective Date" means the date of Defendants' receipt of the signed order of final
19 approval if no objections are filed to the settlement. If objections are filed and
20 overruled, and no appeal is taken of the final approval order, then the Effective Date
21 of final approval will be the date the Court enters the order and judgment granting
22 final approval of the settlement. If an appeal is taken from the Court's overruling of
23 objections to the settlement, then the Effective Date of final approval will be twenty
24 (20) days after the appeal is withdrawn or after an appellate decision affirming the
25 final approval decision becomes final.
- 26 O. "Funding Date" shall mean the last date by which Defendants have paid the entire
27 Gross Settlement Amount to the Settlement Administrator in accordance with the
28

terms of this Agreement. Because Defendants are paying in two installments, the Funding Date is considered the later date.

P. "Gross Settlement Amount" means Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) that Defendants must pay into the QSF, as defined below, in connection with this Settlement, inclusive of the sum of Individual Settlement Payments, Claims Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Service Award, and the PAGA Payment and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

Q. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member, as defined below, and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA. Individual Settlement Payments shall be paid by a single settlement check made payable to Settlement Class Members.

R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and Claims Administration Expenses.

S. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

T. "Operative Complaint" shall mean the First Amended Complaint on file in the Action.

U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period that each Aggrieved Employee worked for Defendants divided by the sum total of the Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA Period.

W. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00)

to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the Labor and Workforce Development Agency. The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked for Defendants in California.

Y. "PAGA Period" means the period from November 15, 2022 to June 30, 2024.

Z. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either Plaintiff or Defendants, individually.

AA. "Payment Ratio" means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

BB. "Plaintiff" shall mean Justin Cabatit.

CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

DD. "Released Class Claims" shall mean the release from the Class Members of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

EE. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of all PAGA claims alleged or which could have been alleged based on the facts pleaded in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA

which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

FF. "Released Parties" shall mean Defendants and all their current and former officers, directors, members, managers, employees, consultants, partners, shareholders, joint ventures, agents, successors, assigns, or legal representatives.

GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator first mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

HH. "Service Award" mean an award in the amount of \$12,500.00 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his individual Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

II. "Settlement" means the disposition of the Action pursuant to this Agreement.

JJ. "Settlement Administrator" means Apex Class Action LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: 1-800-355-0700. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. ***All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

KK. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

LL. “Workweeks,” or “Workweek” as used herein shall, mean any seven (7) consecutive days beginning on Monday and ending on Sunday, or as otherwise defined by Defendants during the Class Period, in which a Class Member is employed by Defendants during the Class Period in California.

II. RECITALS

A. On November 30, 2023, Plaintiff filed the Action, alleging claims for:

1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;
4. Failure to provide required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
6. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802;
7. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203;
8. Failure to provide accurate itemized statements in violation of Cal. Lab. Code § 226.

B. On November 15, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

C. On January 25, 2024, Plaintiff filed the operative First Amended Complaint to include an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

D. The Class Representative believes he has meritorious claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for

class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

E. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

F. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendants pursuant to informal requests for information to prepare for mediation. Defendants produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest of the Settlement Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although they deny any liability, Defendants are agreeing to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

G. On April 30, 2024, the Parties participated in mediation presided over by Monique Ngo-Bonnici, Esq. an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding.

H. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

I. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

J. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of the Individual Settlement Payments, the Service Award, the Attorneys' Fees and Attorneys' Expenses, PAGA Payment, and the Claims Administration Expenses, as specified in this Agreement, equal to the Gross Settlement Amount of Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00). The Parties agree that this is a non-reversionary Settlement and

that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendants represent that the Settlement Class was comprised of 305 individuals who collectively worked approximately 23,413 workweeks ("Projected Workweeks") during the Class Period. One week prior to Plaintiff's deadline to file his Motion for Preliminary Approval of the Settlement, Defendants shall provide data confirming the number of applicable Class Members and Workweeks they worked during the applicable Class Period. If the Projected Workweeks increases by more than 10% of the Projected Workweeks stated herein, the Gross Settlement Amount will increase proportionally for the number of workweeks over 10%. For example, if the total workweeks in the Class Period are 120% of 23,413, the Gross Settlement Amount shall increase by 10%.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator by the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants is entitled to prompt return of the principal and all interest accrued.

4. Defendants' Share of Payroll Taxes. Defendants' share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. Upon entry of final judgment and funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period. As a result of this release, the

1 Settlement Class Members shall be precluded from bringing claims against Defendants
2 for the Released Class Claims.

3 C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of
4 the Gross Settlement Amount, in exchange for the consideration set forth in this
5 Agreement, the Plaintiff, the LWDA and the State of California release the Released
6 Parties from the Released PAGA Claims for the PAGA Period. As a result of this
7 release, the Aggrieved Employees shall be precluded from bringing claims against
8 Defendants for the Released PAGA Claims.

9 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in
10 this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released
11 Parties from any and all claims, whether known or unknown, which exist or may exist
12 on either Plaintiff's behalf as of the date of this Agreement, including but not limited
13 to any and all tort claims, contract claims, wage claims, wrongful termination claims,
14 disability claims, benefit claims, public policy claims, retaliation claims, statutory
15 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
16 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
17 under any federal, state or other governmental statute, law, regulation or ordinance,
18 including, but not limited to claims for violation of the Fair Labor Standards Act, the
19 California Labor Code, the Wage Orders of California's Industrial Welfare
20 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
21 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
22 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
23 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
24 California's Whistleblower Protection Act, California Business & Professions Code
25 Section 17200 et seq., and any and all claims arising under any federal, state or other
26 governmental statute, law, regulation or ordinance. Plaintiff also waives and
27 relinquishes any and all claims, rights or benefits that he may have under California
28 Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
 2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
 3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
 4. Defendants fully fund the Gross Settlement Amount.
- F. Nullification of Settlement Agreement. If this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Claims, or if Defendants fail to fully fund the Gross Settlement Amount:
1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
 2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
 3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.
 4. Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification if the Agreement

is nullified due to Defendants' failure to fully fund the Gross Settlement Amount. If the Agreement is nullified for any other reason, both Parties shall equally bear the responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employees Payment.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any

1 such communication or disclosure constitute or be construed or be relied upon as, tax
2 advice within the meaning of United States Treasury Department circular 230 (31 CFR
3 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
4 her or its own, independent legal and tax counsel for advice (including tax advice) in
5 connection with this Agreement, (b) has not entered into this Agreement based upon
6 the recommendation of any other Party or any attorney or advisor to any other Party,
7 and (c) is not entitled to rely upon any communication or disclosure by any attorney
8 or adviser to any other party to avoid any tax penalty that may be imposed on the
9 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
10 any limitation that protects the confidentiality of any such attorney's or adviser's tax
11 strategies (regardless of whether such limitation is legally binding) upon disclosure by
12 the acknowledging party of the tax treatment or tax structure of any transaction,
13 including any transaction contemplated by this Agreement.

14 J. Preliminary Approval Motion. As soon as practicable, Plaintiff shall file with the Court
15 a Motion for Order Granting Preliminary Approval and supporting papers, which shall
16 include this Settlement Agreement. Plaintiff will provide Defendants with a draft of
17 the Motion at least three (3) court days prior to the filing of the Motion to give
18 Defendants an opportunity to propose changes or additions to the Motion.

19 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
20 establishing and administering the QSF; calculating, processing and mailing payments
21 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
22 mailing the Notice Packets to the Class Members as directed by the Court; receiving
23 and reporting the objections and requests for exclusion; calculating, deducting and
24 remitting all legally required taxes from Individual Settlement Payments and
25 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
26 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
27 individual shares of the Aggrieved Employee Payment; processing and mailing tax
28 payments to the appropriate state and federal taxing authorities; providing

declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

L. Notice Procedure.

1. Class Data. No later than ten (10) calendar days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members. The Class Data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek and PAGA Pay Period disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes is final and non-appealable.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee

1 Payment will be mailed following the Funding Date in the timeframe
2 set forth in this Agreement. The Notice of Class Action Settlement
3 shall set forth the release to be given by all members of the Class who
4 do not request to be excluded from the Settlement Class and/or
5 Aggrieved Employee in exchange for an Individual Settlement
6 Payment and/or Aggrieved Employees' individual share of the
7 Aggrieved Employee Payment, the number of Workweeks worked by
8 each Class Member during the Class Period and PAGA Period, if any,
9 and the estimated amount of their Individual Settlement Payment if
10 they do not request to be excluded from the Settlement and each
11 Aggrieved Employee's individual share of the Aggrieved Employee
12 Payment, if any. The Settlement Administrator shall use the Class
13 Data to determine Class Members' Workweeks and PAGA Pay
14 Periods. The Notice will also advise the Aggrieved Employees that
15 they will release the Released PAGA Claims and will receive their
16 share of the Aggrieved Employee Payment regardless of whether they
17 request to be excluded from the Settlement.

18 b) The Notice Packet's mailing envelope shall include the following
19 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
20 ENTITLED TO PARTICIPATE IN A CLASS ACTION
21 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
22 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
23 NOTICE."

24 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
25 Settlement Administrator will perform a search based on the National Change
26 of Address Database to update and correct any known or identifiable address
27 changes. No later than twenty-one (21) calendar days after preliminary
28 approval of the Settlement, the Settlement Administrator shall mail copies of

the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendants, are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendants' records regarding the start and end dates of employment to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under

1 the terms of this Agreement. The Settlement Administrator's determination
2 of the eligibility for and amount of any Individual Settlement Payment shall
3 be binding upon the Class Member and the Parties.

4 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
5 by the Settlement Administrator concerning the administration of the
6 Settlement will be resolved by the Court under the laws of the State of
7 California. Before any such involvement of the Court, counsel for the Parties
8 will confer in good faith to resolve the disputes without the necessity of
9 involving the Court.

10 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
11 Packet shall state that Class Members who wish to exclude themselves from
12 the Settlement must submit a written request for exclusion by the Response
13 Deadline. The written request for exclusion must state that the Class Member
14 wishes to exclude himself or herself from the Settlement and (1) must contain
15 the name, address, and the last four digits of the Social Security number of the
16 person requesting exclusion; (2) must be signed by the Class Member; (3)
17 must be postmarked by the Response Deadline and returned to the Settlement
18 Administrator at the specified address; and (4) contain a typewritten or
19 handwritten notice stating in substance: "I wish to opt out of the settlement
20 of the class action lawsuit entitled *Cabatit v. Prosciento, Inc., et al.*, current
21 pending in San Diego County Superior Court, Case No. 37-2023-00051828-
22 CU-OE-CTL. I understand that by requesting to be excluded from the
23 settlement, I will receive no money from the Settlement described in this
24 Notice." The request for exclusion will not be valid if it is not timely
25 submitted, if it is not signed by the Class Member, or if it does not contain the
26 name and address and last four digits of the Social Security number of the
27 Class Member. The date of the postmark on the mailing envelope on the
28 request for exclusion shall be the exclusive means used to determine whether

1 the request for exclusion was timely submitted. Any Class Member who
2 requests to be excluded from the Settlement Class will not be entitled to an
3 Individual Settlement Payment and will not be otherwise bound by the terms
4 of the Settlement or have any right to object, appeal or comment thereon.
5 However, any Class Member that submits a timely request for exclusion that
6 is also a member of the Aggrieved Employees will still receive his/her pro rata
7 share of the PAGA Settlement, as specified below, and in consideration, will
8 be bound by the Release by the Aggrieved Employees as set forth herein.
9 Settlement Class Members who fail to submit a valid and timely written
10 request for exclusion on or before the Response Deadline shall be bound by
11 all terms of the Settlement and any final judgment entered in this Action if the
12 Settlement is approved by the Court. No later than fourteen (14) calendar days
13 after the Response Deadline, the Settlement Administrator shall provide
14 counsel for the Parties with a final list of the Class Members who have timely
15 submitted written requests for exclusion. At no time shall any of the Parties
16 or their counsel seek to solicit or otherwise encourage members of the Class
17 to submit requests for exclusion from the Settlement.

18 8. Defendant's Option to Withdraw. If more than 10% of the Class Members
19 submit valid and timely exclusion forms pursuant to this Agreement,
20 Defendants at their sole option may withdraw from the Agreement, and
21 Defendants' obligations under prior agreements to settle this Action are
22 entirely void.

23 9. Objections. The Notice of Class Action Settlement contained in the Notice
24 Packet shall state that Class Members who wish to object to the Settlement
25 may submit to the Settlement Administrator a written statement of objection
26 ("Notice of Objection") by the Response Deadline. The postmark date of
27 mailing shall be deemed the exclusive means for determining that a Notice of
28 Objection was served timely. The Notice of Objection, if in writing, must be

signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

M. Funding and Allocation of the Gross Settlement Amount. The Gross Settlement Amount shall be paid to the Settlement Administrator in two separate installments as follows: The first installment of \$225,000.00 shall be paid within thirty (30) days of the Effective Date. The second installment of \$200,000.00 shall be paid within six (6) months of the first installment payment (i.e., the Funding Date). Defendants are required to pay any employer's share of payroll taxes as mandated by law at the time the first installment is funded.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided

by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee's Portion of the PAGA Payment, \$5,000 (25% of \$20,000.00), to calculate each Aggrieved Employee's estimated share of the PAGA Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 40% penalties ("Penalty Portion") and 40% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty and Interest Portions of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.
5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.
6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement Agreement are the sole payments to be made by Defendants to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiffs, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.
7. Mailing. Individual Settlement Payments and PAGA Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or

Aggrieved Employees' last known mailing address no later than fifteen (15) calendar days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be paid to the Community Law Project, a Cy Pres, in accordance with California Code of Civil Procedure section 384.
9. Final Report by Settlement Administrator. Within fourteen (14) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursement of all funds.
10. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and his individual share of the Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of not more than \$12,500.00 as the Service Award. Defendants will not oppose a Service Award of not more than \$12,500.00 for Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Service Award that

is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Awards. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

11. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class Counsel will file a motion for or Attorneys' Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be \$141,666.66 **and** Attorneys' Expenses supported by declaration not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke

the Settlement, or to appeal such order, and the Settlement will remain binding.

12. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$15,000.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date. Twenty-five percent (25%) of the PAGA Payment (\$5,000.00) will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

13. Claims Administration Expenses. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is \$7,000.00. The Settlement Administrator shall be paid the Claims Administration Expenses no later than fifteen (15) calendar days after the Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff will provide Defendants with a draft of the Motion at least three (3) court days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. The Parties will cooperate in vacating any and all class certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery deadlines.

P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

- 1 Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action
2 under California Code of Civil Procedure section 664.6 to ensure the continuing
3 implementation of the provisions of this Settlement and that the time within which to
4 bring this Action to trial under California Code of Civil Procedure section 583.310
5 shall be extended from the date of signing of this Agreement by all Parties until the
6 entry of the Final Approval Order and Judgment or if not entered, the date this
7 Agreement shall not longer be of any force or effect.
- 8 R. Amendment or Modification. This Agreement may be amended or modified only by
9 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 10 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
11 Agreement among these Parties, and no oral or written representations, warranties or
12 inducements have been made to any Party concerning this Agreement or its Exhibit
13 other than the representations, warranties and covenants contained and memorialized
14 in this Agreement and its Exhibit.
- 15 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate
17 this Agreement and to take all appropriate Action required or permitted to be taken by
18 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
19 documents required to effectuate the terms of this Agreement. The persons signing
20 this Agreement on behalf of Defendants represents and warrants that he/she is
21 authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and
22 warrants that he is authorized to sign this Agreement and that he has not assigned any
23 claim, or part of a claim, covered by this Settlement to a third-party.
- 24 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
25 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 26 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
27 shall be governed by and interpreted according to the laws of the State of California.
28

- 1 W. Counterparts. This Agreement may be executed in one or more counterparts by
2 facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be
3 accepted as an original. All executed counterparts and each of them shall be deemed
4 to be one and the same instrument provided that counsel for the Parties to this
5 Agreement shall exchange among themselves copies or originals of the signed
6 counterparts. Any executed counterpart will be admissible in evidence to prove the
7 existence and contents of this Agreement.
- 8 X. Court Filings. The Parties shall not object to any Court filings consistent with this
9 Agreement.
- 10 Y. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement
11 Agreement shall be presented to the mediator Monique Ngo-Bonnici, Esq. for
12 resolution.
- 13 Z. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
14 is a fair, adequate and reasonable settlement of this Action and have arrived at this
15 Settlement after extensive arms-length negotiations, taking into account all relevant
16 factors, present and potential.
- 17 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
18 respect to the interpretation, implementation and enforcement of the terms of this
19 Agreement and all orders and judgments entered in connection therewith, and the
20 Parties and their counsel submit to the jurisdiction of the Court for purposes of
21 interpreting, implementing and enforcing the settlement and all orders and judgments
22 entered in connection with this Agreement.
- 23 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
24 the Court shall first attempt to construe the provisions valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this
26 Agreement valid and enforceable.
- 27 CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
28 intend to pursue any claims against the Released Parties, including, but not limited to,

any and all claims relating to or arising from Plaintiff's employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear their own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 09/18/2024


Justin Cabatit (Sep 18, 2024 07:11 PDT)

Justin Cabatit

IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 19-Sep-2024 | 08:42:20 PDT

DocuSigned by:


38FCE32E6335408

Prosciento, Inc.

Marcus Hompesch

Printed Name

CEO

Title

DocuSigned by:


38FCE32E6335408

Prosciento Clinical Research Ventures, Inc.

Marcus Hompesch

Printed Name

CEO

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: 09/18/2024

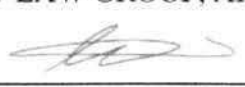
JCL LAW FIRM, A.P.C.

4 By: 
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Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff and the Settlement Class
Members
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8 DATED: 09/18/2024

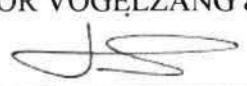
ZAKAY LAW GROUP, APLC

9 By: 
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Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class
Members
11
12

13 DATED: 10/2/2024

SCHOR VOGELZANG & CHUNG LLP

14 By: 
15

Julie Vogelzang, Esq.
Janelle Thornton, Esq.
Attorneys for Defendants
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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Cabatit v. Prosciento, Inc., et al., San Diego Superior Court Case No. 37-2023-00051828-CU-OE-CTL)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< __ >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the "Court") has been reached between Plaintiff Justin Cabatit ("Plaintiff") and Defendants Prosciento, Inc. and Prosciento Clinical Research Ventures, Inc. ("Defendants"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

All non-exempt employees who are or previously were employed by Defendants Prosciento, Inc. and/or Defendant Prosciento Clinical Research Ventures, Inc. and performed work in California during the Class Period.

The "Class Period" is the period from November 30, 2019 to June 30, 2024.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On November 30, 2023, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802); (7) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); and (8) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.). On November 15, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. The operative First Amended Complaint includes an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On April 30, 2024, the Parties participated in an all-day mediation with Monique Ngo-Bonnici, Esq., an experienced mediator of wage and hour class actions. The mediation concluded with a mutually-agreeable settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator in two separate installments as follows: The first installment of \$225,000.00 shall be paid within thirty (30) days of the Effective Date. The second installment of \$200,000.00 shall be made within six (6) months of the first installment payment. “The Effective Date” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$7,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys’ Fees and Expenses. Payment to Class Counsel of Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$141,666.66) and Attorneys’ Expenses of not more than \$25,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval.

Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. Service Award of up to Twelve Thousand Five Hundred Dollars (\$12,500.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Monday and ending on Sunday, or as otherwise defined by Defendants during the Class Period, in which a Class Member is employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Defendants Prosciento, Inc. and/or Prosciento Clinical Research Ventures, Inc. and performed work in California during the PAGA Period. The PAGA Period means the period from November 15, 2022 to June 30, 2024.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other

payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged or which reasonably could have been alleged based on the facts pleaded in the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (November 30, 2019 to June 30, 2024).

Based on this information, your estimated Settlement Share is <<____>>.

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (November 15, 2022 to June 30, 2024).

Based on this information, your estimated PAGA Payment Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than forty-five (45) days after the Notice is first mailed or fifteen (15) days after the re-mailed Notice.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," if you are an Aggrieved Employee, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Cabatit v. Prosciento, Inc., et al.*, currently pending in Superior Court of San Diego, Case No. 37-2023-00051828-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Cabatit v. Prosciento, Inc., et al. San Diego County Superior Court Case No. 37-2023-00051828-CU-OE-CTL*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendants:

Julie Vogelzang, Esq.
Janelle Thornton, Esq.
Schor Vogelzang & Chung LLP
2170 Fourth Ave.
San Diego, CA 92101
Tel: (619) 906-2400
E-Mail: julie@svclegal.com; janelle@svclegal.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Diego County Superior Court, Department C-66, located at 330 W Broadway, San Diego, CA 92101-3827 before the Hon. Wendy M. Behan or other assigned Judge to Department C-66. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Cabatit v. Prosciento, Inc., et al., San Diego Superior Court Case No. 37-2023-00051828-CU-OE-CTL***, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project, a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

Jennifer Heming

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, October 15, 2024 2:30 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

10/15/2024 02:28:30 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7C6c97b84e11344d4ee4b008dced6078ae%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638646245811941178%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=jHza0ghjvHVPC0qonvcatH3p1dTmA17Y9JVESuL0Dp4%3D&reserved=0

EXHIBIT 4