

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel N. Newman (State Bar #350826)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@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
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

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR
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

1 I, Jean-Claude Lapuyade, 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 attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff JUSTIN CABATIT (hereafter "Plaintiff") in this wage and hour class action filed against
6 PROSCIENTO, INC. and PROSCIENTO CLINICAL RESEARCH VENTURES, INC. (hereinafter
7 "Defendants").

8 2. This declaration is being submitted in support of Plaintiff's motion for Preliminary
9 Approval of Class Action Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
12 of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement
13 Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed
14 Notice Packet.

15 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
16 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
17 and Motion for Preliminary Approval of Class Action and PAGA Action Settlement evidencing Class
18 Counsel's compliance with California Labor Code Section 2699(l)(2).

19 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the JCL Law Firm "Firm
20 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

21 **II. INTRODUCTION**

22 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
23 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
24 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
25 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
26 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
27 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
28 denied or of Defendants prevailing at trial. Given that there are approximately 305 Settlement Class

Members, the average gross recovery is approximately \$717.48 (Net Settlement Amount divided by Settlement Class Members.)

7. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Individual Settlement Payment to the Settlement Class meets or exceeds awards in similar wage and hour class actions. Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

III. FACTS AND PROCEDURE

A. Overview of the Litigation

8. Defendants operate a clinical research company in San Diego, California, 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 beginning 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.

9. 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").

10. On November 30, 2023, Plaintiff filed a class action complaint in the San Diego Superior Court, Case Number 37-2023-00051828-CU-OE-CTL ("Class Action"). The Class Action alleged eight causes of action against Defendants for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code

1 §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7
2 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512;
3 (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226; (7)
4 Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and (8)
5 Failure to Reimburse Employees for Required Expenses. On January 25, 2023, Plaintiff filed the
6 operative First Amended Complaint to include an additional cause of action for Violations of the Private
7 Attorneys General Act pursuant to Labor Code section 2698, *et seq.* (the “Action”).

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

16 12. The Parties agreed to attend private mediation with Monique Ngo-Bonnici, Esq. on April
17 30, 2024. The Parties engaged in arms-length settlement negotiations with Ms. Ngo-Bonnici’s
18 assistance. Although the mediation concluded without a settlement, Ms. Ngo-Bonnici issued a
19 Mediator’s Proposal, which was ultimately accepted.

20 13. To facilitate settlement negotiations, Defendants agreed to informally produce documents
21 and data points subject to the mediation privilege, including but not limited to, a sampling of the Class
22 Members’ time and payroll data, and pertinent written wage and hour policies. As discussed *infra*,
23 Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze
24 Defendants’ time and payroll data.

25 14. On April 30, 2024, the Parties participated in a full day mediation with Monique Ngo-
26 Bonnici, Esq., an experienced mediator of class and PAGA actions. Although the mediation concluded
27 without a settlement, Ms. Ngo-Bonnici issued a Mediator’s Proposal, which was subsequently accepted
28 and memorialized in the form of a Memorandum of Understanding. After reaching an agreement in

1 principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of
2 the instant motion.

3 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

4 15. Months before filing the Action, Class Counsel began its pre-filing investigation into
5 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
6 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
7 including, among other things, copies of his wage statements. At the conclusion of the interviews, Class
8 Counsel determined that each Plaintiff's complaints justified further inquiry.

9 16. Class Counsel subsequently requested Plaintiff's employee file from Defendants. In
10 response, Defendants produced documents, including but not limited to, Plaintiff's payroll and time
11 records. Class Counsel reviewed and analyzed the documents and determined the documents appeared
12 to substantiate Plaintiff's claim that Defendants failed to, among other things, pay for all time worked,
13 provide compliant meal and rest periods, and provide accurate wage statements.

14 17. Considering the many anticipated factual disputes, the Parties agreed that it would be in
15 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested
16 documents and data points to further evaluate Plaintiff's claims and Defendants' liability exposure to
17 the Class Members. In response to Class Counsel's request, Defendants produced a sampling of Class
18 Member time and payroll records, aggregate workweek and pay period data, and copies of applicable
19 policies, and agreements containing, *inter alia*, compensation, timekeeping and meal and rest period
20 policies. In total, Defendants produced thousands of pages of pertinent policy documents and payroll
21 data for Class Counsel to analyze. In addition, Defendants produced their financial records, including
22 balance sheets and tax returns from 2021, through 2023.

23 18. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
24 Members' payroll and time data. BCG provides data analysis and damage modeling consulting services
25 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed
26 and experienced experts in their fields and have provided their expertise on thousands of cases. Stated
27 differently, BCG is uniquely qualified to analyze Defendants' time and payroll data.

28 ///

1 19. BCG analyzed Defendants' time and payroll data to assist in the development of various
2 damage models. Among other things, BCG determined the approximate number of work shifts,
3 workweeks, pay periods during the Class Period, and the average length of shift and average number of
4 hours worked per week and per pay period during the Class Period. BCG also estimated the amount of
5 meal period premiums paid during the Class Period, the amount of unreimbursed business expenses,
6 the amount of unpaid wages owed, and the amount of off-the-clock work performed by the Class
7 Members during the Class Period.

8 20. In advance of mediation, Class Counsel created several damage models predicated on the
9 BCG analysis. Class Counsel's models calculated Defendants' potential liability exposure while
10 accounting for the uncertainties of continued litigation. These damage models informed and guided
11 Class Counsel during the mediated settlement discussions.

12 21. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
13 determining Plaintiff's suitability as a putative class representative through interviews, background
14 investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims;
15 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
16 and the type of employer; (4) analyzing the Class' time and payroll records; (5) analyzing Defendants'
17 labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues
18 which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendants'
19 liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the
20 mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the
21 claims being settled, as well as the impediments to recovery, such as to make an independent assessment
22 of the reasonableness of the terms to which the Parties have agreed.

23 22. Class Counsel only agreed to enter the Settlement following this thorough investigation
24 and evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and
25 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
26 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believes this
27 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
28 reasonable, and adequate, the Court should preliminarily approve the Settlement.

1 **C. The Parties Settled at Mediation**

2 23. On April 30, 2024, the Parties conducted a full day of mediation with Monique Ngo-
3 Bonnici, Esq., an experienced mediator of wage and hour class and PAGA actions. Ms. Ngo-Bonnici
4 helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks
5 to both sides. The Parties made substantial progress with Ms. Ngo-Bonnici's assistance. Namely, the
6 Parties exchanged information regarding their respective claims and defense, including their respective
7 evaluation of the damages. The mediation ultimately concluded without a settlement. However, Ms.
8 Ngo-Bonnici issued a Mediator's Proposal, which was subsequently accepted and memorialized in the
9 form of a Memorandum of Understanding. The complete and final terms of the Parties' settlement are
10 now set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate,
11 and reasonable compromise of the claims at issue.

12 **D. Defendants' Financial Condition**

13 24. During settlement negotiations, it became clear that Defendants had insufficient resources
14 to cover the full extent of alleged liability. As part of the settlement negotiations, Defendants disclosed
15 confidential copies of its financial records from 2021, through 2023. Class Counsel has reviewed the
16 financial records. The information provided was sufficient to demonstrate the financial condition of the
17 company. Based on such records, Plaintiff, on his own behalf and on behalf of the Class Members, has
18 agreed to settle the lawsuit on the terms set forth in the Settlement for less than they might ordinarily
19 have.

20 **IV. ARGUMENT**

21 **A. The Court Should Preliminarily Approve the Settlement**

22 25. The Gross Settlement Amount of \$425,000.00 is well within the range of reasonableness
23 considering the nature and magnitude of the claims being settled and the various potential impediments
24 to recovery. Class Counsel retained BCG to develop economic damage models measuring Defendants'
25 potential liability exposure with respect to the Class and PAGA claims. The damage models were
26 informed by Class Counsel's investigation, including the analysis of the time and payroll data
27 Defendants produced. Regarding Defendants' liability for class claims, Class Counsel projected
28 Defendants' liability exposure (excluding penalties) at \$1,431,840 and Defendants' *total* exposure for

1 class claims (including waiting time and wage statement penalties, but exclusive of PAGA penalties) at
2 \$2,658,429. Thus, the Gross Settlement Amount of \$425,000.00 represents approximately 29.6% of
3 Defendants' *class-wide* liability exposure and 15.9% of Defendants' *maximum* class-wide exposure.
4 The following summarizes Defendants' estimated exposure.

5 (1) Estimated Damages for Meal Period and Rest Period Violations

6 26. Plaintiff alleged that Defendants failed to provide compliant meal and rest periods.
7 Specifically, Plaintiff alleges that Defendants required employees to work through their meal and rest
8 periods and artificially rounded and recorded apparently compliant meal periods. Moreover, Plaintiff
9 alleges that Defendants failed to obtain a valid exemption from the Division of Labor Standards
10 Enforcement ("DLSE"). As a result, Plaintiff and the Class Members regularly suffered meal and rest
11 period violations.

12 27. Defendants contend that they fully complied with California meal period laws and
13 maintained compliant policies and practices. Similarly, Defendants argued that they encouraged
14 employees to take compliant meal periods and argued any divergence from its written policies were not
15 systematic and, if they existed at all, were individualized. Courts have found that where an employer's
16 meal period policies are compliant, individualized issues exist as to the reasons for missed, late, or
17 truncated meal periods. *See e.g. Lampe v. Queen of the Valley Medical Center*, 19 Cal.App.5th 832,
18 851 (2018) (holding that although only 11.1% of the employees' time punches for meal periods were
19 within the first 5 hours, the claim was not certifiable because individualized issues existed as to the
20 reasons for the late meal periods). In light of the foregoing, and considering Defendants' defenses,
21 Plaintiff estimated Defendants' potential exposure for this claim to be \$974,516.

22 (2) Defendant's Exposure for Failure to Pay for all Hours Worked

23 28. One of Plaintiff's primary claims in the Action was that Defendants failed to pay for all
24 hours worked. Specifically, Plaintiff alleged that Defendants required employees to work off-the-clock,
25 including undergoing off-the-clock COVID screenings, and that they failed to pay Plaintiff and the
26 Class Members all wages due for purposes of sick pay. Defendant denied liability and asserted that its
27 employees were paid for all time worked. Furthermore, Defendants argued that, even if successful, this
28

1 claim resulted in minimal actual damage to the Class Members. Thus, Plaintiff estimated Defendant's
2 exposure for this claim to be approximately \$308,149.

3 (3) Defendants' Exposure for Failure to Pay for Mandatory Business Expenses

4 29. Plaintiff alleged that Defendants failed to pay for mandatory business expenses.
5 Specifically, Plaintiff alleged that Defendants required employees to use their personal cell phones to
6 contact Defendants for purposes of staffing and scheduling, as well as for general communications.
7 Plaintiff was also required to use his own personal vehicle in order to drive to the pharmacy and pick
8 up necessary items. Defendant denied liability and asserted that its employees were paid for all
9 mandatory business expenses. Furthermore, Defendants argued that, even if successful, this claim
10 resulted in minimal actual damage to the Class Members. Thus, Plaintiff estimated Defendant's
11 exposure for this claim to be approximately \$149,175.

12 (4) Estimated Exposure for Wage Statement Violations and Waiting Time Penalties

13 30. Plaintiff also alleged that the Defendants' labor code violations resulted in derivative
14 liability for wage statement violations and waiting time penalties. Class Counsel considered the
15 arguable presence of various penalties and weighed the potential recoveries against probable defenses.
16 Specifically, Defendants argued that Plaintiff could not prove the "willful" prong needed to obtain
17 waiting time penalties under Labor Code section 203. Additionally, Defendants argued that Plaintiff
18 could not show that Class Members suffered an "injury" because of wage statement violations, as
19 required by Labor Code section 226. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88
20 Cal.App.5th 927.) Notwithstanding the uncertain nature of the claims, Plaintiff estimated Defendants'
21 exposure for these penalties to be approximately \$1,226,589 (\$887,289 for Labor Code section 203
22 penalties and \$339,300 for Labor Code section 226 penalties.

23 (5) Defendants' PAGA Exposure

24 31. Class Counsel's damage models also estimate Defendants' exposure for PAGA penalties
25 arising from the aforementioned violations. At the time of mediation, Plaintiff estimate Defendants'
26 PAGA exposure at approximately \$1,220,100.

27 32. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$20,000.00
28 which is 4.7% of the Gross Settlement Amount. This amount falls well within the range of approved

1 PAGA penalties. Seventy-Five percent (75%) of the PAGA Payment (\$15,000.00) will be paid to the
2 LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) of the PAGA Payment
3 (\$5,000.00) will be distributed to the Aggrieved Employees, which is within the range of PAGA
4 penalties approved by courts and should be approved.

5 33. Thus, the PAGA claims likewise face significant uncertainty. There is a risk that the Court
6 would consider the maximum civil penalty available to be confiscatory. This is particularly the case
7 considering Defendants’ financial condition. Moreover, events occurring during the COVID-19
8 pandemic could motivate the Court to further reduce the penalty award to avoid what it may consider a
9 confiscatory taking.

10 34. For the aforementioned reasons, the PAGA allocation of the Gross Settlement Amount is
11 fair, just, and reasonable.

12 **B. Risks Associated with Defendants’ Financial Condition**

13 35. Defendants’ financial condition was one key factor in reaching this Settlement. Due to
14 Defendants’ financial condition, even if Plaintiff prevailed on all claims at trial, he may never recover
15 the damages. Defendants provided Plaintiff with confidential financial records reflecting debt. A large
16 class action judgment likely would put the companies out of business and/or would interfere with the
17 companies’ ability to carry out their contractual obligations. In short, the “poor financial health of [the
18 defendants will] seriously increase [] the chance that Plaintiffs would be left with nothing if they
19 continued to litigate their claims.” *Torrisi v. Tucson Elec. Power Co.* (9th Cir. 1993) 8 F.3d 1370, 1376
20 (the financial condition of defendant predominated in assessing the reasonableness of settlement);
21 *Spann v. J.C. Penney Corp.* (C.D. Cal. 2016) 211 F. Supp. 3d 1244, 1256 (uncertainty concerning
22 defendant’s financial stability “strongly supports the reasonableness of the settlement”); *Laguna v.*
23 *Coverall N. Am., Inc.* (9th Cir. 2014) 2014 U.S. App. LEXIS 10259 at *11 (finding potential insolvency
24 to be additional risk that favors approval of a class action settlement). Accordingly, Defendants’
25 financial condition supports this settlement.

26 **C. Inherent Risks of Continued Litigation Support Preliminary Approval**

27 36. Even if a class is certified, liability remains uncertain. The risks attendant to the issue of
28 Defendant’s liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank National*

1 *Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs in a
2 wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088
3 (“[T]he reason, if any, that employees might not take their breaks were predominantly individualized
4 questions of fact not susceptible to class treatment.”). Finally, even if a class is certified and Defendant
5 is found liable for the class claims alleged, post-certification risks remain, including a reversal of a
6 favorable judgment for Plaintiff and decertification of the class. These post-certification risks are
7 demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth
8 Circuit vacated reversed and remanded a \$110 million judgement against an employer for, *inter alia*,
9 inaccurately paying overtime, and directed the trial court to enter judgment in favor of the employer.
10 *See also O’Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage
11 and hour misclassification action). Collectively, the examples cited above illustrate the uncertain nature
12 of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion
13 is a significant risk factor favoring settlement.

14 37. Finally, continuing to litigate this action would require continued and extensive resources
15 coupled with significant Court time to proceed through trial and post-trial motions; which can often
16 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
17 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
18 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
19 Defendants would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
20 the risk of an appeal and subsequent reversal is real.

21 38. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$425,000.00 that
22 is roughly 29.6% Defendants’ liability exposure for class damages. Given the amount of the settlement
23 here, as compared to potential value of the claims, offset by the various inherent risks to continued
24 litigation, the settlement is fair and reasonable.

25 **D. Proposed Notice Informs the Class About the Case and Settlement**

26 39. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class
27 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
28 mail the proposed Notice Packet to all Class Members. The Notice Packet will include information

1 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class
2 definition, the procedure and time period within which to requests for exclusions or objections to the
3 Settlement, the date for the final approval hearing, the formula used to calculate settlement payments,
4 and the terms and scope of the Released Class Claims. Agreement at § III(L). This method was
5 negotiated by the Parties to ensure delivering the most reasonable method of notice to the Class
6 Members while ensuring cost effective administration of the Settlement.

7 40. Accordingly, both the method of disseminating the Notice Packet and content of the
8 Notice Packet satisfy due process and the requirements of California law. (*See* C.R.C. 3.776(e)-(f); *State*
9 *of Cal. v. Levi Strauss* (1986) 41 Cal.3d 460,485 (the class notice must "fairly apprise the class members
10 of the terms of the proposed compromise and of the options open to dissenting class members.").)

11 **E. The Court Should Preliminarily Approve the Enhancement Award**

12 41. Approximately 305 Class Members will share in the Net Settlement Amount due entirely
13 to the effort and commitment of Plaintiff. Subject to Court approval, therefore, the Settlement provides
14 for a Service Award of \$12,500.00 for Plaintiff. The service award is fair and reasonable compensation
15 for the Plaintiff's efforts bringing the action, assisting Class Counsel with the litigation and settlement,
16 regularly conferring with Class Counsel on the status of his case and the strategies for prosecuting the
17 claims, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief
18 for the Settlement Class.

19 42. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service
20 Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
21 above showing is sufficient for preliminary approval of the negotiated Service Award.

22 **F. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

23 43. Class Counsel took this matter on a contingency fee basis and invested significant time
24 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
25 Individual Settlement Payment illustrates the demonstrably positive outcome for the Class Members.
26 The Agreement provides for a payment of Attorneys' Fees and Attorneys' Expenses and in the amount
27 of one-third of the Gross Settlement Amount (\$141,666.66) and reimbursable litigations costs in an
28 amount not to exceed \$25,000.00. Agreement § III(M)(11). Considering the positive outcome for the

1 Class Members, and in light of the supporting authority, the proposed Attorneys' Fees and Attorneys'
2 Expenses are fair and reasonable. Plaintiff will file a formal motion for the negotiated Attorneys' Fees
3 and Attorneys' Expenses once preliminary approval of the Settlement is granted. Plaintiff respectfully
4 submits that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

5 **G. The Court Should Provisionally Certify the Settlement Class**

6 44. For Settlement, Plaintiff contends, and Defendants do not dispute, that provisional
7 certification of the Class is appropriate.

8 45. Because all Class Members are Defendants' current and former employees, the class is
9 readily ascertainable from Defendants' regular business records, i.e., payroll records.

10 46. The California statutes relating to each of Plaintiff's claims apply with equal force and
11 effect to the entire Settlement Class. Factually, Defendants' policies and practices apply class-wide and
12 Defendants' liability can be determined by facts common to all members of the class. The wage and
13 hour issues are both numerous and substantial, and a class action is the most advantageous method of
14 dealing with the claims of the Settlement Class.

15 47. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
16 they arise from the same factual basis and are based on the same legal theories applicable to the other
17 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the
18 Settlement Class. Plaintiff alleges that he was injured by the same company-wide practices to which
19 the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated
20 his ability to advocate for the interests of the Class Members by initiating this litigation, undertaking
21 extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

22 48. A class action is superior to a multitude of individual lawsuits. Given the size and amount
23 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
24 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
25 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
26 adjudication.

27
28 ///

1 **H. Class Counsel’s Experience**

2 49. Plaintiff and Class Members are represented by competent and experienced counsel to
3 pursue their claims. I established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique
4 plaintiff firm representing aggrieved employees and consumers throughout California in wage and
5 hour class actions, PAGA Actions and complex multi-party product liability matters. The Firm
6 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,
7 Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Monnett De La Torre, Esq.
8 (Associate Attorney), Andrea Amaya, Esq. (Associate Attorney), Tesla Stone (Paralegal), Jennifer
9 Heming (Paralegal), Andrew Ward (Legal Clerk), and Nicole Teller (Legal Assistant).

10 50. I am qualified to represent the Plaintiff, the State of California, and the Class Members.
11 I have extensive experience with wage and hour class and representative actions litigation like this
12 matter, and employment matters in general. Additionally, I have extensive complex mass tort litigation
13 experience and complex construction product liability experience. I can, will and have adequately
14 represented the interests of the Plaintiff and Class Members throughout this action.

15 51. I have represented consumers and employees in California class actions, and complex
16 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
17 plaintiffs’ civil litigation attorney since April 2007.

18 52. I have significant class counsel and collective action counsel experience. My credentials
19 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

20 53. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
21 favorable verdict for the firm’s clients.

22 54. Finally, I have published appellate experience in *William Blanchette et al., v. The*
23 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521 and *Duran v. EmployBridge*
24 *Holding Company, LLC*, 92 Cal.App.5th 59 (2023).

25
26
27
28 ///

55. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of October 2024, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade
Attorneys for Plaintiff

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
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
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.

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:

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

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

27 E. Conditions Precedent: This Settlement will become final and effective only upon the
28 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

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

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
18
19
20
21
22
23
24
25
26
27
28

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

EXHIBIT 3

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010
 - Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

Perssia Razma, Esq.
California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Andrea Amaya, Esq.
California Bar Number 348080
Associate Attorney

Biography:

Ms. Amaya is a San Diego based labor and employment attorney representing employees throughout the state of California. Ms. Amaya represents current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Amaya earned a Bachelor of Arts in Sociology from San Diego State University. Thereafter, Ms. Amaya earned her Juris Doctorate from California Western School of Law. While in law school, Ms. Amaya spent her time volunteering with various nonprofit organizations such as the Immigration Justice Project and Access, Inc.

Education:

- **California Western School of Law**
 - J.D. - 2021
- **San Diego State University**
 - B.A.
 - Honors: Dean's List
 - Honors: With Distinction

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);