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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 23 **IN AND FOR THE COUNTY OF SAN DIEGO**

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

27 Plaintiff,

28 vs.

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

33 Defendants.

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

35 Action Filed: November 30, 2023

36 **[PROPOSED] JUDGMENT**

37 Date: September 25, 2025
38 Time: 10:15 a.m.

39 Judge: Hon. Wendy M. Behan
40 Department: C-66

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") duly came on for hearing on September
3 25, 2025, before the above-entitled Court. The parties having settled this action and the Court having
4 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
5 good cause appearing therefore:

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
8 The Class is defined as "all non-exempt employees who are or previously were employed by
9 Defendants Prosciento, Inc. and/or Prosciento Clinical Research Ventures, Inc. and performed work
10 in California during the Class Period. The Class Period is defined as the period from November 30,
11 2019, to June 30, 2024.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendants fund the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendants as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as the release from the Class Members of all class claims
28 alleged, or reasonably could have been alleged based on the facts alleged, in the Operative

1 Complaint in the Action which occurred during the Class Period, and expressly excluding all other
2 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
3 disability, social security, workers' compensation, and class claims outside of the Class Period.

4 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the
5 Labor and Workforce Development Agency (“LWDA”), and the State of California, have released
6 the Defendants from the “Released PAGA Claims” for the “PAGA Period” as set forth in the
7 Agreement.

8 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
9 The Aggrieved Employees are defined as all non-exempt employees who are or previously were
10 employed by Defendants Prosciento, Inc. and/or Prosciento Clinical Research Ventures, Inc. and
11 performed work in California during the PAGA Period. The PAGA Period means the period of
12 November 15, 2022, to June 30, 2024. The Released PAGA Claims are defined as the release from
13 the Aggrieved Employees of all PAGA claims alleged or which could have been alleged based on
14 the facts pleaded in the Operative Complaint in the Action and Plaintiffs PAGA notice to the LWDA
15 which occurred during the PAGA Period, and expressly excluding all other claims, including claims
16 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
17 workers’ compensation and PAGA claims outside the PAGA Period.


18 9. This Court hereby grants final approval and awards the following: (i) One Hundred
19 Fifty-Five Thousand Three Hundred Ninety-Two Dollars and Two Cents (\$155,392.02) to Class
20 Counsel comprised of Attorneys’ Fees in the amount of one-third of the Gross Settlement Amount,
21 or One Hundred Forty-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents
22 (\$141,666.66) and Attorneys’ Expenses in the amount of Thirteen Thousand Seven Hundred
23 Twenty-Five Dollars and Thirty-Six Cents (\$13,725.36); (ii) the Service Award to Class
24 Representative Justin Cabatit in the amount of Twelve Thousand, Five Hundred Dollars and Zero
25 Cents (\$12,500.00); (iii) settlement administration costs of Six Thousand Nine Hundred Ninety
26 Dollars and Zero Cents (\$6,990.00) to Apex Class Action, LLC (“Claims Administration
27 Expenses”); and (iv) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (75% of the PAGA
28 Payment) to the Labor and Workforce Development Agency (“LWDA Payment”); and Five

1 Thousand Dollars and Zero Cents (\$5,000.00) (25% of the PAGA Payment) allocated to the
2 Aggrieved Employees.

3 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
4 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
5 section 2699(1)(3).

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
7 **ORDERED.**

8
9 DATED: 9/25/25

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12 _____
13 Hon. Wendy M. Behan
14 Judge, Superior Court for the State of California,
15 County of San Diego

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