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~~RECEIVED~~
 August 28, 2025

F I L E D
 San Diego Superior Court

SEP 25 2025

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

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

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

Plaintiffs,

vs.

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

Defendants.

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

Action Filed: November 30, 2023

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL

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

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

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action and Release of Claims ("Agreement") duly came on for hearing on September 25,
3 2025, before the above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC
4 appeared on behalf of Plaintiff JUSTIN CABATIT ("Plaintiff"). Schor Vogelzang & Chung LLP
5 appeared on behalf of Defendants PROSCIENTO, INC., and PROSCIENTO CLINICAL
6 RESEARCH VENTURES, INC. ("Defendants").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2023-
15 00051828-CU-OE-CTL, entitled *Justin Cabatit v. Prosciento, Inc., et al.* and over all Parties to this
16 litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On May 2, 2025, the Court granted preliminary approval of a class-wide
19 settlement. At the same time, the Court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and the
21 certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on May 23, 2025.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was July 7, 2025. There
2 was an adequate interval between notice and deadline to permit Class Members to choose what to
3 do and act on their decision. No Class Members objected. Two Class Members requested exclusion.
4 99.35% of the Class Members will be participating in the Settlement and will be sent Individual
5 Settlement Payments.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$425,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. No objections were received. Two requests for exclusion were
19 received. The names of the Class Members who requested exclusion are Victoria Mirza and Zaira
20 Leinad Reynoso.

21 e. The participation rate is high. 99.35% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
27 litigation and the delays which would ensue from continued prosecution of the Action.

28 ///

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **Class Counsel Award**

4 9. The Agreement provides for a payment of Attorneys' Fees and Expenses in
5 an amount not to exceed One Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and
6 Sixty-Six Cents (\$166,666.66). Subject to Court approval, the payment consists of Attorneys' Fees
7 equal to one-third (1/3) of the Gross Settlement Amount, or One Hundred Forty-One Thousand, Six
8 Hundred Sixty-Six Dollars and Sixty-Six Cents (\$141,666.66) and reimbursement of Attorneys'
9 Expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00).

10 10. An award to Class Counsel of One Hundred Fifty-Five Thousand Three
11 Hundred Ninety-Two Dollars and Two Cents (\$155,392.02) comprised of Attorneys' Fees in the
12 amount of One Hundred Forty-One Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents
13 (\$141,666.66) and reimbursement of actually incurred Attorneys' Expenses in the amount of
14 Thirteen Thousand Seven Hundred Twenty-Five Dollars and Thirty-Six Cents (\$13,725.36) is
15 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
16 Counsel, and the results achieved by Class Counsel. The requested Attorneys' Fees award represents
17 1/3 of the common fund, which is reasonable and at the low end of the range for fee awards in
18 common fund cases and is supported by Class Counsel's lodestar.

19 **Service Award**

20 11. The Agreement provides for a Service Award of Twelve Thousand, Five
21 Hundred Dollars and Zero Cents (\$12,500.00) to Plaintiff, subject to the Court's approval. The Court
22 finds that the amount of Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) to
23 Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action
24 litigation.

25 **Settlement Administration Costs**

26 12. The Agreement provides for Settlement Administration Costs to be paid in
27 an amount not to exceed \$7,000.00. The Declaration of the Settlement Administrator provides that
28

1 the actual settlement administration costs were \$6,990.00. The amount of this payment is reasonable
2 in light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined to include all non-exempt employees who are or previously were employed
8 by Defendants Prosciento, Inc. and/or Prosciento Clinical Research Ventures, Inc. and performed
9 work in California at any time during the period of November 30, 2019, to June 30, 2024 (“Class
10 Period”).

11 2. Every person in the Class who did not submit and timely and validly Request
12 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the
13 Settlement Administrator, two of the Class Members opted-out of the Settlement.

14 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
15 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
16 this Order and the terms of the Agreement.

17 4. Class Counsel are awarded One Hundred Fifty-Five Thousand Three
18 Hundred Ninety-Two Dollars and Two Cents (\$155,392.02) comprised of Attorneys’ Fees in the
19 amount of one-third of the Gross Settlement Amount, or One Hundred Forty-One Thousand, Six
20 Hundred Sixty-Six Dollars and Sixty-Six Cents (\$141,666.66) and Attorneys’ Expenses in the
21 amount of Thirteen Thousand Seven Hundred Twenty-Five Dollars and Thirty-Six Cents
22 (\$13,725.36). Class Counsel shall not seek or obtain any other compensation or reimbursement from
23 Defendants, Plaintiff, or members of the Class.

24 5. The payment of the Class Representative Service Award to Plaintiff in the
25 amount of \$12,500.00 is approved.

26 6. The payment of \$6,990.00 to the Settlement Administrator for Claims
27 Administration Expenses is approved.

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1 7. The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable,
2 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
3 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
4 or collusion.

5 8. Final Judgment is hereby entered in this action. The Final Judgment shall
6 bind each Settlement Class Member.

7 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
8 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
9 General Act ("PAGA").

10 10. The term "Aggrieved Employees" is hereby defined as all non-exempt
11 employees who are or previously were employed by Defendants Prosciento, Inc. and/or Prosciento
12 Clinical Research Ventures, Inc. and performed work in California during the PAGA Period. The
13 PAGA Period means the period between November 15, 2022, to June 30, 2024.

14 11. The Agreement is not an admission by Defendants, nor is this Final Approval
15 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
16 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
17 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
18 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
19 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
20 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
21 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
22 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
23 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
24 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
25 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
26 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
27 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
28 or issue preclusion or similar defense as to the claims being released by the Settlement.

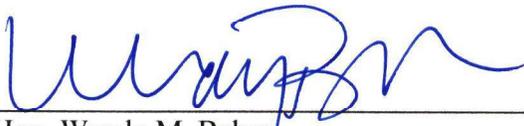
1 12. Notice of entry of this Final Approval Order and Judgment shall be given by
2 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
3 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
4 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
5 in the Notice Packet.

6 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
7 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
8 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
9 connection with the distribution of settlement benefits.

10 14. If the Settlement does not become final and effective in accordance with the
11 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
12 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
13 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
14 be vacated.

15
16 **IT IS SO ORDERED.**

17 DATED: 9/25, 2025
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20 _____
21 Hon. Wendy M. Behan
22 Judge, Superior Court for the State of California,
23 County of San Diego
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