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JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
Sydney Castillo Johnson (State Bar #343881)
scastillo@jcl-lawfirm.com
John L. Nitti (State Bar #330752)
jnitti@jcl-lawfirm.com
Carolina Faccin (State Bar #340855)
cfaccin@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

RECEIVED
November 5, 2025

F I L E D
San Diego Superior Court

DEC 05 2025

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

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ALBERT AJERO, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

WILDCAT DISCOVERY TECHNOLOGIES,
INC., a Delaware corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2023-00055145-CU-OE-CTL

Action Filed: December 20, 2023

[PROPOSED] JUDGMENT

Date: December 5, 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 Claims and Release of Claims ("Agreement") duly came on for hearing on December
3 5, 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 current and former non-exempt employees who worked for Defendant
9 in California at any time during the Class Period." The Class Period refers to the time worked in
10 California between December 20, 2019, and April 25, 2025.

11 2. All persons who meet the foregoing definition are members of the Settlement Class,
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
13 was one (1) request for exclusion by Jamie Mikoly.

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 Defendant funds the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendant 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 of Defendant and the Released Parties,
28 provided by Plaintiff and all Class Members, from any and all class claims that have been alleged

1 or that reasonably could have been asserted against Defendant based on the facts alleged in the
2 Operative Complaint that occurred during the Class Period, including, but not limited to, claims
3 arising under Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7,
4 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2802,
5 Business & Professions Code Section 17200 et seq., and the California Industrial Welfare
6 Commission Wage Orders.

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

11 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
12 The Aggrieved Employees are defined as all current and former non-exempt employees who worked
13 for Defendant in California at any time during the PAGA Period. The PAGA Period means the time
14 worked in California between November 15, 2022, and April 25, 2025. The Released PAGA Claims
15 are defined as the release by Plaintiff and the State of California, of Defendant and the Released
16 Parties from any and all PAGA claims alleged in the Operative Complaint and Plaintiffs PAGA
17 notice to the LWDA that occurred during the PAGA Period, and expressly excludes all other claims,
18 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
19 social security, workers' compensation, and PAGA claims outside of the PAGA Period.

20 9. This Court hereby grants final approval and awards the following: (i) One Hundred
21 Thirty-Six Thousand, Five Hundred Sixty Three Dollars and Fifty-Four Cents (\$136,563.54) to
22 Class Counsel comprised of attorneys’ fees in the amount of one-third of the Gross Settlement
23 Amount, or One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) and attorneys’
24 expenses in the amount of Sixteen Thousand, Five Hundred Sixty Three Dollars and Fifty-Four
25 Cents (\$16,563.54); (ii) the Service Award to Class Representative Albert Ajero in the amount of
26 Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) Settlement Administration Costs of Six
27 Thousand Nine Hundred Ninety Dollars and Zero Cents (\$6,990.00) to Apex Class Action, LLC
28 (“Settlement Administration Costs”); and (iv) Fifteen Thousand Dollars and Zero Cents

1 (\$15,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency
2 ("LWDA Payment"); and Five Thousand Dollars and Zero Cents (\$5,000.00) (25% of the PAGA
3 Payment) allocated to the Aggrieved Employees.

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

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

10 DATED: 12/5/25

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