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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,

v.

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

Defendants.

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

**DECLARATION OF ALBERT AJERO IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 5, 2025

Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Dept.: C-66

1 I, Albert Ajero, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion for
4 Final Approval of Class Action and PAGA Settlement. I have personal knowledge of all the facts stated
5 herein. I could and would competently testify under oath to these facts in court if requested to do so.

6 2. I retained Class Counsel June 2023 and filed the lawsuit on December 20, 2023. I filed
7 the case on behalf of myself and on behalf of all persons similarly situated, and Defendant Wildcat
8 Discovery Technologies, Inc. (hereinafter "Defendant").

9 3. I worked for Defendants as a non-exempt employee, paid on an hourly basis in addition
10 to non-discretionary bonuses, in San Diego, California between November of 2022 to May of 2023. At
11 all times during my employment, I was paid on an hourly basis in addition to earning non-discretionary
12 bonuses and was entitled to legally compliant meal and/or rest periods, and minimum, regular and
13 overtime wages for all hours worked. Throughout my employment, I was subject to Defendant's written
14 policies and procedures.

15 4. Generally, my lawsuit claims that Defendant failed to pay for all hours worked, failed to
16 include non-discretionary bonuses into the regular rate of pay for the purposes of sick pay, failed to
17 provide meal breaks and rest breaks, and failed to reimburse employees for mandatory business
18 expenses.

19 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
20 my attorneys. We discussed my work experience and how company policies were applied to me and
21 other employees. I provided the attorneys with documents they requested. We reviewed the documents
22 together and asked and answered many questions regarding my experience working for Defendant, the
23 litigation process, and about class actions generally.

24 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
25 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
26 than merely seeking my individual claims substantially increased the risk to me. Those risks included
27 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if
28 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by

1 the attorneys and the Court because I needed to prove that I was an adequate class representative.
2 Further, I understood that I would lose some autonomy over my individual claims that I could not make
3 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
4 of the Settlement Class in mind.

5 7. I also understood that pursuing this litigation created a very public record of my grievances
6 with Defendant which produced the risk that a future employer could hold it against me that I sued a
7 former employer.

8 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
9 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
10 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
11 claims may be greater than my ultimate recovery from the net class settlement amount.

12 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
13 I believed violations occurred and most employees would not know what their rights are and even if
14 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

15 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
16 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
17 because I wanted to keep up with developments in the case which I understood was one of my duties as
18 a class representative.

19 11. **Review and Approval of Settlement:** Mediation was held on March 26, 2025. Even
20 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
21 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
22 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
23 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
24 reviewed and signed the Memorandum of Understanding on April 28, 2025, and when the settlement
25 papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I
26 signed on June 9, 2025.

27 12. **Broad General Release:** I understand that the Class Representative Service Award is
28 intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike

1 the other Class Members, I also granted Defendant and the Released Parties a broad general release and
2 waiver of claims pursuant to California Civil Code section 1542 and released Defendant and all
3 additional Released Parties from all claims, demands, rights, liabilities and causes of action of every
4 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
5 whether in tort, contract, or for violations of any federal, state or other governmental statute, law,
6 regulation or ordinance.

7 13. **Participation:** Since I retained Class Counsel approximately twenty-two months ago, I
8 have been actively involved with this class action lawsuit performing the duties described above. While
9 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
10 reviewed important court filings, and spent considerable time on the issues presented during the
11 litigation and in the settlement process. I estimate that I spent approximately 25-30 hours working on
12 this case.

13 14. Also, my attorneys explained to me that the settlement process involved a two-step review
14 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
15 and paid. I knew this process also involved notifying all class members of the settlement terms and of
16 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
17 settlement.

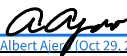
18 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
19 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
20 that the requested Service Award in the amount of \$10,000.00 from the settlement is fair compensation
21 for the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices made not
22 pursuing this case individually, and (4) the risks I undertook. Further, my estimated Individual Class
23 Payment is approximately \$514.02, which is less than the estimated average Individual Class Payment
24 of \$1,647.71, and significantly less than the highest Individual Class Payment of approximately
25 \$5,228.53. Notably, none of the other Class Members, including those receiving a greater Individual
26 Class Payment, have executed a broad general release in exchange for their Individual Class Payments.

27 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
28 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's

1 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
2 for \$10,000.00 as a service award is fair and reasonable.

3 17. Further, I have reviewed the terms of the Settlement, including the monetary terms. I
4 support my attorneys' application for a payment of a Class Counsel Award in the amount of
5 \$150,000.00, comprised of \$120,000.00 for attorneys' fees (one-third of the Gross Settlement Amount)
6 and up to \$30,000.00 for reimbursement of actually incurred litigation expenses.

7
8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on 10/29/2025 (Date), at San Diego (City), California.

10
11 By: 
12 Albert Ajero (Oct 29, 2025 12:59:06 PDT)
13 ALBERT AJERO