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**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 SYDNEY CASTILLO-  
JOHNSON, ESQ. IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT**

Date: July 3, 2025

Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Dept.: C-66

1 I, Sydney Castillo-Johnson, 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 at JCL LAW  
4 FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for Plaintiff ALBERT AJERO  
5 (hereafter "Plaintiff") in this wage and hour class action filed against WILDCAT DISCOVERY  
6 TECHNOLOGIES, INC. (hereinafter "Defendant").

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

9 **I. EXHIBITS**

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

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

18 **II. INTRODUCTION**

19 5. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of  
20 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.  
21 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement  
22 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage  
23 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Settlement Class  
24 Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class  
25 certification being denied or of Defendant prevailing at trial. Given that there are approximately 110  
26 Settlement Class Members, **the average gross recovery is approximately \$1,572.73** (Net Settlement  
27 Amount divided by Settlement Class Members.)

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

### 6 **III. FACTS AND PROCEDURE**

#### 7 **A. Overview of the Litigation**

8           7. Defendant is a leading US-based battery material developer and supplier, , with its  
9 headquarters in San Diego County, where Plaintiff worked. Plaintiff was employed by Defendant  
10 from November 2022 to May 2023. At all times during his employment, Plaintiff was classified by  
11 Defendant as a non-exempt employee, paid on an hourly basis, and was entitled to legally compliant  
12 meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout  
13 his employment, Plaintiff was subject to Defendant’s written policies and procedures contained in,  
14 among other documents, the “Employee Handbook.”

15           8. On November 15, 2023, Plaintiff served Defendant and the Labor and Workforce  
16 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA  
17 Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions  
18 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order  
19 and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal.  
20 Lab. Code Sections 2698 et seq. (“PAGA”).

21           9. On December 20, 2023, Plaintiff filed a class action complaint in the San Diego Superior  
22 Court, Case Number 37-2023-00055145-CU-OE-CTL (“Action”). The Action alleged eight causes of  
23 action against Defendant for: (1) Unfair Competition in Violation of California Business and  
24 Professions Code §§ 17200 *et seq.*; (2) Failure to Pay Minimum Wages in Violation of California  
25 Labor Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of California  
26 Labor Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab.  
27 Code §§ 226.7 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code  
28 §§ 226.7 and 512; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal.

1 Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal.  
2 Lab. Code §226; and (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,  
3 202 and 203 (the “Action”).

4 10. On January 23, 2024, Plaintiff filed the operative First Amended Complaint to include  
5 an additional cause of action for Violations of the Private Attorneys General Act pursuant to Labor  
6 Code section 2698, *et seq.* (“PAGA”).

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

18 12. The Parties agreed relatively early in the litigation to attend private mediation. To  
19 facilitate settlement negotiations, Defendant agreed to informally produce documents and data points  
20 subject to the mediation privilege, including but not limited to, a sampling of the Class Members’ time  
21 and payroll data, and pertinent written wage and hour policies. As discussed *infra*, Plaintiff’s counsel  
22 retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time  
23 and payroll data.

24 13. On March 26, 2025, the Parties mediated the Action with Honorable Brian C. Walsh  
25 (Ret.), a retired jurist and mediator of class and PAGA actions. The Parties engaged in arms-length  
26 settlement negotiations with Judge Walsh’s assistance. Specifically, Judge Walsh helped manage the  
27 Parties’ expectations and provided a useful, neutral analysis of the issues and risks to both sides. The  
28 Parties made substantial progress with Judge Walsh’s assistance. Namely, the Parties exchanged

1 information regarding their respective claims and defenses, including their respective evaluation of the  
2 damages. The mediation was successful and the Parties subsequently memorialized the agreement in  
3 the form of a Memorandum of Understanding (“MOU”). After reaching an agreement in principle, the  
4 Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant  
5 motion.

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

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

12 15. Class Counsel subsequently requested Plaintiff’s employee file from Defendant. In  
13 response, Defendant produced documents, including but not limited to, Plaintiff’s hiring and separation  
14 documents, payroll records, and time records. Class Counsel reviewed and analyzed the documents  
15 and determined the documents appeared to substantiate Plaintiff’s claim that Defendant failed to,  
16 among other things, failed to pay employees for all time worked, failed to provide them with proper  
17 meal and rest breaks, failed to reimburse for required business expenses, failed to properly calculate  
18 the regular rate of pay for purposes of overtime and sick pay, failed to provide accurate itemized wage  
19 statements, and failed to timely pay wages upon termination.

20 16. Considering the many anticipated factual disputes and the high cost of litigation, the  
21 Parties agreed that it would be in the best interest of both Parties to mediate the matter. To prepare for  
22 mediation, Class Counsel requested documents and data points to further evaluate Plaintiff’s claims  
23 and Defendant’s liability exposure to the Class Members. In response to Class Counsel’s request,  
24 Defendant produced a sampling of Class Member time and payroll records, aggregate workweek and  
25 pay period data, and copies of applicable policies, and agreements containing, *inter alia*, compensation,  
26 timekeeping and meal and rest period policies. In total, Defendant produced thousands of pages of  
27 pertinent policy documents and payroll data for Class Counsel to analyze.

28 17. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class

1 Members' payroll and time data. BCG provides data analysis and damage modeling consulting  
2 services specializing in wage and hour class actions. BCG's team of financial and data analysts are  
3 credentialed and experienced experts in their fields and have provided their expertise on thousands of  
4 cases. Stated differently, BCG is uniquely qualified to analyze Defendant's time and payroll data.

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

12 19. In advance of mediation, Class Counsel created several damage models predicated on  
13 the BCG analysis. Class Counsel's models calculated Defendant's potential liability exposure while  
14 accounting for the uncertainties of continued litigation. These damage models informed and guided  
15 Class Counsel during the mediated settlement discussions.

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

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1        1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by Experienced  
2        Counsel.

3        21. The Parties participated in mediation with Honorable Brian C. Walsh (Ret.), an  
4 experienced mediator of wage and hour class and PAGA actions. Judge Walsh managed the Parties'  
5 expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*In re Apple*  
6 *Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal.  
7 Nov. 5, 2008) (mediator's participation weighs considerably against any inference of a collusive  
8 settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in  
9 pre-certification settlement negotiations helps to ensure that the proceedings were free of collusion and  
10 undue pressure.")) At all times, the Parties' negotiations were at an arm's length, adversarial and non-  
11 collusive. The matter resolved only after Judge Walsh heard arguments, reviewed evidence, evaluated  
12 the Parties' respective claims and defenses, and issued a Mediator's Proposal.

13        22. Once the Parties agreed to Judge Walsh's Proposal, the Parties engaged in protracted  
14 negotiations regarding the written terms of the class action and PAGA settlement. The Parties  
15 maintained the arm's length, non-collusive and adversarial negotiations while arriving at the final  
16 terms of the Settlement. The Agreement is the final product of these mediated negotiations.  
17 Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the  
18 claims at issue.

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

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1 **IV. ARGUMENT**

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

3 24. The Gross Settlement Amount of \$360,000.00 is well within the range of reasonableness  
4 considering the nature and magnitude of the claims being settled and the various potential impediments  
5 to recovery.

6 25. Class Counsel retained BCG to develop economic damage models measuring  
7 Defendant's potential liability exposure with respect to the Class and PAGA claims. The damage  
8 models were informed by Class Counsel's investigation, including the analysis of the time and payroll  
9 data Defendant produced. Regarding Defendant's liability for class claims, Class Counsel projected  
10 Defendant's liability exposure (excluding penalties) at \$815,564.40 ("Conservative Model") and  
11 Defendant's *total* exposure for class claims (including waiting time and wage statement penalties, but  
12 exclusive of PAGA penalties) at \$1,867,485.20 ("Aggressive Model"). Thus, the Gross Settlement  
13 Amount of \$360,000.00 represents approximately 19.28% of Defendant's *total* liability exposure and  
14 44.14% of Defendant's *maximum* class-wide exposure.

15 (1) Estimated Exposure for Failure to Pay for All Hours Worked

16 26. One of Plaintiff's primary claims in the Action was that Defendant failed to pay for all  
17 hours worked. Specifically, Plaintiff alleged that Defendant required employees to perform pre- and  
18 post-shift work off-the-clock, including but not limited to, preparing tools such as soldering irons,  
19 cables, wires, and cutting instruments, moving battery power supply units. Based on Plaintiffs'  
20 testimony, BCG assumed that Class Members performed approximately 5 minutes of unpaid work each  
21 workweek.

22 27. Defendant denied liability for this claim. Defendant asserted that it had in place compliant  
23 written policies requiring its employees to accurately record all of their time worked and that its  
24 employees were paid for all time worked. Furthermore, Defendant argued that the off-the-clock claim  
25 was not suitable for class treatment because individualized issues predominated. Thus, Plaintiff applied  
26 a 75% discount for this claim and estimated Defendant's exposure was between \$20,445.50 and  
27 \$81,782.00.

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1           (2)   Estimated Exposure for Meal Period Violations

2           28.   Plaintiff alleged that Defendant failed to provide compliant meal periods. Specifically,  
3 Plaintiff alleged that as a result of their rigorous work schedules, Plaintiff, Class Members, and  
4 Aggrieved Employees were not able to take timely and duty-free meal periods. Further, Plaintiff  
5 alleges that Defendant failed to record the actual time that Class Members worked. As a result, most  
6 of the meal periods were allegedly rounded to exactly thirty (30) minutes, which Plaintiff argued  
7 creates a presumption of a meal period violation. Because Defendant produced mostly rounded time  
8 records, a majority of the time records reflect compliant meal periods.

9           29.   Defendant contends that it fully complied with California meal period laws and  
10 maintained compliant policies and practices. Defendant also argued that it did not engage in rounding  
11 of meal period start and end times and provided all its employees, i.e., Class Members and Aggrieved  
12 Employees, with the opportunity to take compliant meal periods. Further, Defendant argued that it  
13 maintained facially compliant meal period policies. Thus, Defendants argued that there was no  
14 potential liability for Plaintiff's alleged meal period violations and any claimed violations required a  
15 highly individualized inquiry not suitable to class.

16           30.   In light of the foregoing, and considering Defendant's defenses, Plaintiff applied a 50%  
17 discount and estimated that Defendant's exposure ranged from \$325,537.55 to \$923,698.76.

18           (3)   Estimated Exposure for Rest Period Violations

19           31.   Plaintiff also alleged that Defendant failed to provide compliant rest periods.  
20 Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff, Class Members,  
21 and Aggrieved Employees were not able to take timely and duty-free rest periods. Specifically, Plaintiff  
22 argued that he was required to work through his rest periods in order to finish work-related tasks.

23           32.   Again, Defendant denied liability and asserted that it maintained legally compliant  
24 written policies and practices concerning rest periods throughout the Class Period. Moreover, Plaintiff  
25 recognizes the evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim  
26 would rely, almost entirely, on Class Member testimony, making it a riskier claim at class certification  
27 and liability stages. Certification likely would have required depositions of Class Members who  
28 provided declarations, and Defendant would have obtained opposing declarations stating either rest

breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at \*11 (“Because of the competing testimony before the Court, plaintiff’s evidence that Defendants may have an illegal, written rest break policy is insufficient for this Court to find that common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at \*8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate uniform practices”). Accordingly, Plaintiff’s Conservative Model applied a 50% discount to the rest break claim. Plaintiff estimated the range of potential outcome for this claim was between approximately \$325,537.55 dollars to approximately \$651,075.10.

(4) Estimated Exposure for Failure to Pay for Mandatory Business Expenses

33. Plaintiff also alleged that Defendant failed to pay for mandatory business expenses. Specifically, Plaintiff alleged that Defendant required employees to use their personal cell phones for work-related communications with Defendant’s managers and supervisors and to upload photos and information to Teams. Based on Plaintiff’s testimony BCG assumed a reasonable \$5 per month of unreimbursed business expenses.

34. Defendant denied liability and asserted that its employees were paid for all mandatory business expenses. Furthermore, Defendant argued that, even if successful, this claim resulted in minimal actual damage to the Class Members. Thus, Plaintiff applied a 50% discount to the rest break claim and estimated Defendant’s exposure ranged from \$325,537.55 dollars to \$651,075.10.

(5) Estimated Exposure for Regular Rate Violations

35. Plaintiff also alleged that Defendant miscalculated the regular rate of pay for purposes of overtime and redeemed sick pay. Specifically, Plaintiff alleges that Class Members received non-discretionary incentive compensation labeled on wage statements as “BONUS (25),” and “GROUP TE(22),” payments, which were not properly calculated into the regular rate of pay for purposes of overtime and redeemed sick pay.

36. Defendant, for their part, asserted that the incentive payments identified by Plaintiff were discretionary in nature and otherwise not required to be included in the regular rate of pay for purposes of calculating overtime or redeemed sick pay. Defendant contends that these payments fell outside the scope of compensation subject to regular rate calculations under applicable California law and dispute

1 that any miscalculation occurred. In light of the above, Plaintiff applied a 50% discount to this claim  
2 and estimated Defendant's exposure ranged between \$9,092.50 and \$18,185.00.

3 (6) Estimated Exposure for Wage Statement Violations

4 37. Plaintiff also alleged that Defendant failed to furnish its employees with accurate itemized  
5 wage statements. Specifically, Plaintiff alleges that because of Defendant's failure to provide meal and  
6 rest periods and calculate the regular rate of pay properly as required by the California Labor Code,  
7 Plaintiff and other Class Members are entitled to *derivative* wage statement penalties.

8 38. As explained above, the violation rate for Plaintiff's regular rate claims is modest.  
9 Further, when there is an objectively reasonable, good faith defense presented by Defendant, Defendant  
10 is not liable for civil derivative wage or waiting time penalties. (*See Naranjo v. Spectrum Security*  
11 *Services* (2024) 15 Cal. 5th 1056). Thus, given Defendant's arguments listed above, it highlights the  
12 difficulty Plaintiff faces in succeeding on the merits of a wage statement violation claim. Considering  
13 Defendant's defenses and the fact that all of Defendant's wage statement violations were all derivative,  
14 Plaintiff discounted this claim 50% to account for this risk. Plaintiffs estimated that Defendant's  
15 exposure on this claim ranged between \$110,050.00 and \$220,100.00.

16 (7) Estimated Exposure for Waiting Time Penalties

17 39. Plaintiff also alleged that the Defendant's labor code violations resulted in derivative  
18 liability for waiting time penalties. However, this is Plaintiff's most uncertain claim. Specifically,  
19 Defendant argued that Plaintiff could not prove the "willful" prong needed to obtain waiting time  
20 penalties under Labor Code section 203. Additionally, for the reasons stated above, *Naranjo, supra*, 15  
21 Cal.App.1056, creates difficulty in Plaintiffs succeeding in a purely derivative waiting time penalty  
22 claim. Notwithstanding the uncertain nature of the claims, Plaintiff discounted the waiting time penalty  
23 claim by 90% and estimated Defendant's exposure for these claims ranged between \$23,777.80 and  
24 \$237,778.00.

25 (8) Defendant's PAGA Exposure

26 40. Class Counsel's damage models also estimate Defendant's exposure for PAGA penalties  
27 arising from the aforementioned violations. At the time of mediation, Plaintiff conservatively estimated  
28 Defendant's PAGA exposure to be approximately \$11,670.00, and aggressively estimated \$682,550.00.

1           41.     Here, the Parties negotiated a good faith PAGA Payment in the amount of \$20,000.00  
2 which is 5.5% of the Gross Settlement Amount. This amount falls well within the range of approved  
3 PAGA penalties. Seventy-Five percent (75%) of the PAGA Payment (\$15,000.00) will be paid to the  
4 LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) of the PAGA Payment  
5 (\$5,000.00) will be distributed to the Aggrieved Employees, which is within the range of PAGA  
6 penalties approved by courts and should be approved.

7           42.     *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), illustrates the risk of PAGA  
8 claims. In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced  
9 the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying  
10 with the law. *Id.* at 517. Upon review, the Court of Appeal found such reduction to be proper. *Id.* at  
11 539. Again, the *Carrington* decision was after Plaintiff actually prevailed at trial, and even then, the  
12 PAGA penalties were reduced by 90%. Thus, the PAGA claims likewise face significant uncertainty.

13           43.     For the aforementioned reasons, the PAGA allocation of the Gross Settlement Amount is  
14 fair, just, and reasonable.

15           **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

16           44.     With respect to the most immediate challenge, i.e., class certification, the risks attendant  
17 to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009)  
18 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court’s denial of class  
19 certification because employees’ declarations attesting to having taken meal and rest breaks  
20 demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy*  
21 *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at \*11-13 (following *Brinker* and denying certification  
22 of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*  
23 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest  
24 period claims based on the predominance of individual issues.

25           45.     Further, even if a class is certified, liability remains uncertain. The risks attendant to the  
26 issue of Defendant’s liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*  
27 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs  
28 in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,

1 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly  
2 individualized questions of fact not susceptible to class treatment.”).

3 46. Finally, even if a class is certified and Defendant is found liable for the class claims  
4 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and  
5 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*  
6 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded  
7 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed  
8 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*  
9 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

10 47. Collectively, the examples cited above illustrate the uncertain nature of class litigation.  
11 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk  
12 factor favoring settlement.

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

20 49. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$360,000.00 that  
21 is between 19.28% and 44.14% of Defendant’s liability exposure for class damages. Given the amount  
22 of the settlement here, as compared to potential value of the claims, offset by the various inherent risks  
23 to continued litigation, the settlement is fair and reasonable.

24 **C. Proposed Notice Informs the Class About the Case and Settlement**

25 50. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class  
26 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then  
27 mail the proposed Notice Packet to all Class Members. The Notice Packet will include information  
28 regarding the nature of the lawsuit, a summary of the substance of the Settlement’s terms, the class

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

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

10 **D. The Court Should Preliminarily Approve the Service Award**

11 52. Approximately 110 Class Members will share in the Net Settlement Amount due entirely  
12 to the effort and commitment of Plaintiff. Subject to Court approval, therefore, the Settlement provides  
13 for a Service Award of \$10,000.00 for Plaintiff. The service award is fair and reasonable compensation  
14 for the Plaintiff’s efforts bringing the action, assisting Class Counsel with the litigation and settlement,  
15 regularly conferring with Class Counsel on the status of his case and the strategies for prosecuting the  
16 claims, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief  
17 for the Settlement Class.

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

21 **E. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

22 54. Class Counsel took this matter on a contingency fee basis and invested significant time  
23 and expense successfully prosecuting Plaintiff’s claims. As discussed *supra*, the estimated average  
24 Individual Settlement Payment illustrates the demonstrably positive outcome for the Class Members.  
25 The Agreement provides for a payment of Class Counsel Award and in the amount of one-third of the  
26 Gross Settlement Amount (\$120,000.00) and reimbursable litigations costs in an amount not to exceed  
27 \$30,000.00. Agreement § III(N)(10). Considering the positive outcome for the Class Members, and in  
28 light of the supporting authority, the proposed Class Counsel Award is fair and reasonable. Plaintiff

1 will file a formal motion for the negotiated Class Counsel Award once preliminary approval of the  
2 Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary  
3 approval of the negotiated attorneys' fees.

4 **F. The Court Should Provisionally Certify the Settlement Class**

5 55. For Settlement, Plaintiff contends, and Defendant does not dispute, that provisional  
6 certification of the Class is appropriate.

7 56. Because all Class Members are Defendant's current and former employees, the class is  
8 readily ascertainable from Defendant's regular business records, i.e., payroll records.

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

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

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

26 **G. Class Counsel's Experience**

27 60. Plaintiff and Class Members are represented by competent and experienced counsel to  
28 pursue their claims.

1           61.     I have been in practice as a labor and employment associate with the JCL Law Firm,  
2     APC, since May 2022, representing employees in wage and hour class and PAGA actions.

3           62.     I am qualified to represent the Plaintiff, the State of California, and the Class Members.  
4     I have experience with wage and hour class and representative actions litigation like this matter, and  
5     employment matters in general. I can, will and have adequately represented the interests of the Plaintiff  
6     and Class Members throughout this action.

7           63.     My primary practice has been employment law throughout my entire legal career. I have  
8     handled a number of wage and hour matters, including individual actions, class actions, and  
9     representative PAGA actions, on behalf of plaintiffs. The following is a list of wage and hour class  
10    and/or PAGA actions where I served as counsel and in which final settlement approval was granted:  
11    See generally *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No.  
12    63703 (April 13, 2023); *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No.  
13    21STCV38452 (July 27, 2023); *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case  
14    No. 19STCV28155 (August 1, 2023); *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court  
15    Case No. CVRI2201491 (October 5, 2023); *Anderson v. Barton Myers Associates, Inc., et al.*, Los  
16    Angeles Superior Court Case No. 21STCV43314 (October 12, 2023); *Coles v. Carefusion Resources*  
17    *LLC, et. al.* San Diego Superior Court Case No. 37-2022-00048696-CU-OE-CTL (March 25, 2024);  
18    *Thomas v. Center for Elder's Independence* Alameda Superior Court Case No. 22CV024221 (July 2,  
19    2024); *Klein v. RedZone Security, Inc.*, Riverside Superior Court Case No. CVRI2202841 (August 15,  
20    2024); *Nunez v. Titan AG, et. al.* Tulare Superior Court Case No. VCU296822 (February 4, 2025);  
21    *Rene v. Koch Filter Corporation* Riverside Superior Court Case No. CVRI2300700 (March 11, 2025);  
22    *Winn v. City Electric Supply Company* San Diego Superior Court Case No. 37-2023-0004023 1-CU-  
23    OE-CTL (March 13, 2025); *Gamble v. AirX Utility Surveyors, Inc.* San Diego Superior Court Case  
24    No. 37-2022-00042178-CU-OE-CTL (March 14, 2025); *Garcia v. ConvergeOne* San Bernardino  
25    Superior Court Case No. CIVSB2305464 (May 12, 2025).

26  
27  
28    ///

64. As counsel for Plaintiff and the proposed Class, I have been actively involved in every aspect of this case and I believe that the proposed Settlement is an excellent result for the Class.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of June 2025, at San Diego, California.

**JCL LAW FIRM, APC**

By: Sydney Castillo-Johnson  
Sydney Castillo-Johnson, Esq.  
Attorneys for PLAINTIFF

# **EXHIBIT 1**

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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,

Defendant.

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

[Complaint Filed: December 20, 2023]

**STIPULATION OF SETTLEMENT OF  
CLASS AND PAGA ACTION CLAIMS  
AND RELEASE OF CLAIMS**

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Albert Ajero (hereinafter “Plaintiff”), an individual, on behalf of himself, and on behalf of all persons similarly situated, and Defendant Wildcat Discovery Technologies, Inc. (hereinafter “Defendant”):

**I. DEFINITIONS**

- A. “Action” shall mean the putative class and representative action lawsuit designated *Albert Ajero v. Wildcat Discovery Technologies, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055145-CU-OE-CTL, filed December 20, 2023.
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- C. “Aggrieved Employees” means all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period.
- D. “Aggrieved Employee Payment” shall mean the Aggrieved Employees’ pro-rata share of the PAGA Payment as described in this Agreement.
- E. “Class” or the “Class Members” means all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period.
- F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. and Sydney Castillo-Johnson, Esq. of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- G. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members, and the Aggrieved Employees in the Action, including attorneys’ fees that shall not exceed one-third of the Gross Settlement Amount and reimbursement of actually-incurred costs not to exceed \$30,000.00. Attorneys’ fees will be divided between Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).
- H. “Class Data” means information regarding Class Members that Defendant will, in good faith, compile from its records and provide to the Settlement Administrator. To

1 the extent possible, the Class Data shall be formatted as a Microsoft Excel spreadsheet  
2 and shall include the following information for each Class Member: full name; last  
3 known address; Social Security Number; dates of employment; and any other  
4 information necessary to accurately calculate the number of Workweeks and Pay  
5 Periods worked by Class Members and Aggrieved Employees during the Class and  
6 PAGA Periods.

7 I. "Class Period" refers to the time worked in California between December 20, 2019  
8 and April 25, 2025.

9 J. "Class Representative" shall mean Plaintiff Albert Ajero.

10 K. "Court" means the Superior Court for the State of California, County of San Diego,  
11 which is currently presiding over the Action.

12 L. "Defendant" shall mean Wildcat Discovery Technologies, Inc.

13 M. "Effective Date" means the date the Court enters an order and judgment finally  
14 approving this Settlement.

15 N. "Funding Date" shall mean the date by which Defendant has paid the entire Gross  
16 Settlement Amount to the Settlement Administrator in accord with the terms of this  
17 Agreement. Defendant will pay the Gross Settlement Amount to the Settlement  
18 Administrator no later than sixty (60) days after the Effective Date or May 26, 2026,  
19 whichever occurs later.

20 O. "Gross Settlement Amount" means a gross payment of Three Hundred Sixty  
21 Thousand Dollars and Zero Cents (\$360,000.00) that Defendant must pay into the  
22 QSF in connection with this Settlement, inclusive of the sum of Settlement  
23 Administration Costs, Class Counsel Award, Service Award, and the PAGA  
24 Payment. The Gross Settlement Amount is all-in with no reversion and *exclusive* of  
25 the employer's share of payroll taxes, if any, triggered by any payment under this  
26 Settlement.

- 1 P. "Individual Settlement Payments" means the amount payable from the Net Settlement  
2 Amount to each Settlement Class Member (excluding any amounts distributed to  
3 Aggrieved Employees pursuant to the PAGA) in accordance with the Payment Ratio.
- 4 Q. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment  
5 (\$15,000.00) that shall be paid to the California Labor and Workforce Development  
6 Agency ("LWDA"). "Net Settlement Amount" or "NSA" means the Gross Settlement  
7 Amount, less the Class Counsel Award, Service Award, PAGA Payment, and  
8 Settlement Administration Costs.
- 9 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the  
10 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other  
11 than formatting changes to facilitate printing by the Settlement Administrator).
- 12 S. "Operative Complaint" shall mean the First Amended Complaint filed by Plaintiff on  
13 January 23, 2024, in the San Diego Superior Court.
- 14 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
15 Labor Code § 2698 *et seq.*
- 16 U. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period  
17 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved  
18 Employees during the PAGA Period.
- 19 V. "PAGA Pay Periods" for purposes of calculating the distribution of the Aggrieved  
20 Employee Payment, as defined herein, means the total number of pay periods worked  
21 by all Aggrieved Employees during the PAGA Period.
- 22 W. "PAGA Period" refers to the time worked in California between November 15, 2022  
23 and April 25, 2025.
- 24 X. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00)  
25 to be allocated from the Gross Settlement Amount, with 25% of the payment going  
26 to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the  
27 payment going to the LWDA. The amount of the PAGA Payment is subject to court  
28 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.

- Y. “Party” or “Parties” shall mean Plaintiff and Defendant, individually or collectively.
- Z. “Payment Ratio” means the respective Workweeks worked by each Class Member, divided by the total Workweeks worked by all Class Members.
- AA. “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.
- BB. “Released Class Claims” refers to the release of Defendant and the Released Parties, provided by Plaintiff and all Class Members, from any and all class claims that have been alleged or that reasonably could have been asserted against Defendant based on the facts alleged in the Operative Complaint that occurred during the Class Period, including, but not limited to, claims arising under Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2802, Business & Professions Code Section 17200 et seq., and the California Industrial Welfare Commission Wage Orders.
- CC. “Released PAGA Claims” refers to the release, by Plaintiff and the State of California, of Defendant and the Released Parties from any and all PAGA claims alleged in the Operative Complaint and Plaintiff’s PAGA notice to the LWDA that occurred during the PAGA Period, and expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.
- DD. “Released Parties” shall mean Defendant, Defendant’s present and former officers, owners, directors, employees, shareholders, agents, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, as well as any individual or entity that could be alleged to be jointly or severally liable with Defendant.

- 1 EE. "Response Deadline" means the date on which Class Members must object or request  
2 to exclude themselves from the Settlement, which shall occur forty-five (45) calendar  
3 days from the date the Settlement Administrator first mails a Notice Packet to Class  
4 Members. Additionally, neither Party shall encourage any Class Member to opt out  
5 of the Settlement.
- 6 FF. "Service Award" means a one-time award of \$10,000.00, or in an amount that the  
7 Court authorizes, which shall be paid to the Class Representative in recognition of  
8 Plaintiff's efforts and risks in assisting with the prosecution of the Action and shall  
9 be paid in addition to any Individual Settlement Payment and/or Aggrieved Employee  
10 Payment to which he is entitled.
- 11 GG. "Settlement" means the disposition of the Action pursuant to this Agreement and  
12 subsequent approval by the Court.
- 13 HH. "Settlement Administration Costs" shall mean the amount paid to the Settlement  
14 Administrator from the Gross Settlement Amount for administering the Settlement,  
15 and any settlement administration fees approved and/or imposed by the Court, which  
16 Plaintiff currently estimates will not exceed \$7,000.00.
- 17 II. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology  
18 Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The Settlement  
19 Administrator establishes, designates, and maintains, as a QSF under Internal  
20 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which  
21 the Gross Settlement Amount is deposited for the purpose of this Settlement. The  
22 Settlement Administrator shall maintain the funds until distribution in an account(s)  
23 segregated from the assets of Defendant and any person related to Defendant. *Any*  
24 *and all accrued interest, resulting from the QSF, shall be paid and distributed to*  
25 *the Settlement Class Members as part of their respective Individual Settlement*  
26 *Payment.*
- 27 JJ. "Settlement Class Members" or "Settlement Class" means all Class Members who  
28 have not submitted a timely and valid request to opt out of this Settlement.

1           KK.   “Workweeks” shall mean any seven (7) consecutive days beginning on Sunday and  
2                    ending on Saturday, in which a Class Member was employed by Defendant during  
3                    the Class Period in California. The Settlement Administrator will calculate the  
4                    Workweeks based on the Class Data, with the assistance of Defendant, and that  
5                    calculation will be presumed to be correct unless a particular Class Member proves  
6                    otherwise to the Settlement Administrator by credible written evidence. All disputes  
7                    regarding the calculation of Workweeks will be resolved and decided upon all Parties,  
8                    including the Settlement Administrator, meeting and conferring regarding the dispute.

9   **II.   RECITALS**

10           A.    On November 15, 2023, Plaintiff filed a Notice of Violations with the Labor and  
11                    Workforce Development Agency (LWDA) and served the same on Defendant.

12           B.    On December 20, 2023, Plaintiff filed the Action alleging claims for:

- 13                   1.    Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
- 14                   2.    Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197  
15                        & 1197.1;
- 16                   3.    Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
- 17                   4.    Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§  
18                        226.7 & 512 and the Applicable IWC Wage Order;
- 19                   5.    Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§  
20                        226.7 & 512 and the Applicable IWC Wage Order;
- 21                   6.    Failure to Reimburse Employees for Required Expenses in Violation of Cal.  
22                        Lab. Code § 2802;
- 23                   7.    Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab.  
24                        Code § 226; and
- 25                   8.    Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,  
26                        202 and 203.

27           C.    On January 23, 2024, Plaintiff filed the Operative Complaint adding an additional  
28                    cause of action for violations of PAGA.

- 1 D. On March 26, 2025, the Parties participated in a full day mediation with the Honorable  
2 Brian C. Walsh (Ret.). The mediation was successful and the Parties subsequently  
3 memorialized the terms of their agreement in a confidential Memorandum of  
4 Understanding (“MOU”).
- 5 E. The Class Representative believes he has claims based on alleged violations of the  
6 California Labor Code and the Industrial Welfare Commission Wage Orders, and that  
7 class certification is appropriate because the prerequisites for class certification can  
8 be satisfied, and this action is manageable as a PAGA representative action.
- 9 F. Defendant denies any liability or wrongdoing of any kind associated with the claims  
10 alleged in the Action, including the allegations that wages, damages and/or penalties  
11 are owed under applicable law, and further contends that, for any purpose other than  
12 settlement, the Action is not appropriate for class or representative action treatment.  
13 Defendant also contends, among other things, that at all times it complied with the  
14 California Labor Code and the Industrial Welfare Commission Wage Orders.
- 15 G. The Class Representative is represented by Class Counsel. Class Counsel investigated  
16 the facts relevant to the Action, including conducting an independent investigation as  
17 to the allegations, reviewing documents and information exchanged through informal  
18 discovery, and reviewing documents and information provided by Defendant  
19 pursuant to informal requests for information to prepare for mediation. Defendant  
20 produced for the purpose of settlement negotiations certain employment data  
21 concerning the Class, which Class Counsel reviewed and analyzed with the assistance  
22 of an expert. Based on their own independent investigation and evaluation, Class  
23 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and  
24 adequate, and is in the best interest of the Class considering all known facts and  
25 circumstances, including the risks of significant delay, defenses asserted by  
26 Defendant, uncertainties regarding class certification, and numerous potential  
27 appellate issues. Although it denies any liability, Defendant agrees to this Settlement  
28 solely to avoid the inconveniences and cost of further litigation. The Parties and their

counsel have agreed to settle and release all alleged claims on the terms set forth in this Agreement.

H. This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims asserted in the Action have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, nor shall it be construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.

I. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

J. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest class certification for any reason and further reserves all available defenses to the claims asserted in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action, will have no bearing on and will not be admissible in connection with any litigation.

Based on the forgoing, the Parties agree as follows:

### **III. TERMS OF AGREEMENT**

#### **A. Settlement Consideration and Settlement Payments by Defendant.**

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant agrees to pay the Gross Settlement Amount, which will fund and pay for the Individual Settlement Payments, the Service Award, the Class Counsel Award, PAGA Payment, and

1 the Settlement Administration Costs. The Parties agree that the Gross  
2 Settlement Amount is a non-reversionary and no portion shall revert to  
3 Defendant. Other than the Defendant's share of employer payroll taxes and as  
4 provided in Section III.A.2 below, Defendant shall not be required to pay more  
5 than the Gross Settlement Amount.

6 2. Class Size. Defendant represents that the Class was comprised of  
7 approximately 110 individuals who collectively worked approximately 9,000  
8 Workweeks during the Class Period. If the actual number of Workweeks  
9 worked during the Class Period exceeds the above number by more than 10%,  
10 the Gross Settlement Amount will be increased in proportion to the number of  
11 aggregate Workweeks in the Class Period in excess of 10% (*i.e.*, the number  
12 of aggregate Workweeks before triggering this provision). For example, if the  
13 total Workweeks in the Class Period is 115% of the above-referenced amount  
14 (*i.e.*, ~10,350 Workweeks), then the Gross Settlement Amount will increase  
15 by 5% (*i.e.*, ~\$18,000).

16 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount  
17 into the QSF, through the Settlement Administrator, on or before the Funding  
18 Date. Any interest accrued will be added to any amounts of uncashed checks  
19 and disbursed with the uncashed check residual except that if final approval is  
20 reversed on appeal, then Defendant is entitled to prompt return of the principal  
21 and all interest accrued.

22 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the  
23 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members  
24 shall release the Released Parties from the Released Class Claims for the Class Period.

25 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the  
26 consideration set forth in this Agreement, the Plaintiff, the LWDA, and the State of  
27 California shall release the Released Parties from the Released PAGA Claims for the  
28

1 PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded  
2 from bringing future claims against Defendant for the Released PAGA Claims.

3 D. General Release by Class Representative. As of the Funding Date, for the  
4 consideration set forth in this Agreement, Class Representative, for himself and on  
5 behalf of his estates, trusts, attorneys, heirs, successors, beneficiaries, devisees,  
6 legatees, executors, administrators, trustees, conservators, guardians, assigns, and  
7 representatives, will waive, release, acquit and forever discharge Defendant and the  
8 Released Parties from any and all Class Claims and PAGA Claims, whether known or  
9 unknown. Class Representative will further waive all rights and benefits afforded by  
10 section 1542 of the California Civil Code ("Section 1542"). Section 1542 provides:

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

15 Thus, notwithstanding the provisions of Section 1542, and to implement a full and  
16 complete release and discharge of Defendant and the Released Parties, Class  
17 Representative expressly acknowledges that this Settlement Agreement is intended to  
18 include in its effect, without limitation, all claims Class Representative does not know  
19 or suspect to exist in Class Representative's favor at the time of signing this Settlement  
20 Agreement, and that this Settlement Agreement contemplates the extinguishment of  
21 any such claims. Class Representative further warrants that Class Representative has  
22 read this Settlement Agreement, including this waiver of Section 1542, and that Class  
23 Representative has consulted with or had the opportunity to consult with counsel of  
24 Class Representative's choosing about this Settlement Agreement and specifically  
25 about the waiver of Section 1542, and that Class Representative understands this  
26 Settlement Agreement and the Section 1542 waiver contemplated herein, and on that  
27 basis Class Representative freely and knowingly enters into this Settlement  
28 Agreement. Class Representative further acknowledges that Class Representative later

1 may discover facts different from or in addition to those Class Representative now  
2 know or believe to be true regarding the matters released or described in this  
3 Settlement Agreement, and even so Class Representative agrees that the releases and  
4 agreements contained in this Settlement Agreement shall remain effective in all  
5 respects notwithstanding any later discovery of any different or additional facts. Class  
6 Representative expressly assumes any and all risk of any mistake in connection with  
7 the true facts involved in the matters, disputes, or controversies released or described  
8 in this Settlement Agreement or with regard to any facts now unknown to Class  
9 Representative relating thereto.

10 E. Conditions Precedent: This Settlement will become final and effective only upon the  
11 occurrence of all of the following events:

- 12 1. The Court enters an order granting preliminary approval of the Settlement;
- 13 2. The Court enters an order granting final approval of the Settlement and enters  
14 a final judgment in this Action;
- 15 3. If an objector appears at the final approval hearing, the time for appeal of the  
16 Final Judgment and Order Granting Final Approval of Class Action  
17 Settlement expires; or, if an appeal is timely filed, there is a final resolution of  
18 any appeal from the Judgment and Order Granting Final Approval of Class  
19 Action Settlement; and
- 20 4. Defendant fully funds the Gross Settlement Amount.

21 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally  
22 approve this Settlement Agreement, if the Settlement Agreement otherwise fails to  
23 become effective (*e.g.*, is reversed, withdrawn, or modified by the Court, or if  
24 Defendant fails to fully fund the Gross Settlement Amount) or if Defendant is in any  
25 way prevented or prohibited from obtaining a complete release of the Released Class  
26 Claims or Released PAGA Claims, then:

- 27 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
28 and shall not be admissible in any judicial, administrative, or arbitral

proceeding for any purpose or with respect to any issue, substantive or procedural, except as necessary to approve, interpret or enforce this Settlement Agreement;

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.

G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for by this Settlement, and the Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees further understand and agree that they will be responsible for the payment of any and all taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging Party" and each Party to this Agreement other than the acknowledging Party, an "other Party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 C.F.R. pt. 10, as amended); (2) the acknowledging Party (a) has relied exclusively

1 upon his, her or its own, independent legal and tax counsel for advice (including tax  
2 advice) in connection with this Agreement, (b) has not entered into this Agreement  
3 based upon the recommendation of any other Party or any attorney or advisor to any  
4 other Party, and (c) is not entitled to rely upon any communication or disclosure by  
5 any attorney or advisor to any other Party to avoid any tax penalty that may be imposed  
6 on the acknowledging Party, and (3) no attorney or adviser to any other Party has  
7 imposed any limitation that protects the confidentiality of any such attorney's or  
8 adviser's tax strategies (regardless of whether such limitation is legally binding) upon  
9 disclosure by the acknowledging Party of the tax treatment or tax structure of any  
10 transaction, including any transaction contemplated by this Agreement.

11 I. Preliminary Approval Motion. Following the execution of this Agreement, but no later  
12 than seventy-five (75) days after the execution of the Parties' MOU, Plaintiff shall file  
13 with the Court a Motion for Order Granting Preliminary Approval, including any and  
14 all supporting papers, which shall include this Settlement Agreement. Plaintiff will  
15 provide Defendant with a draft of the Motion at least three (3) business days prior to  
16 the filing of the Motion to give Defendant an opportunity to review and comment upon  
17 the Motion.

18 J. Settlement Administrator. The Settlement Administrator shall be responsible for:  
19 establishing and administering the QSF; calculating, processing and mailing payments  
20 to the Class Representative, Class Counsel, LWDA and Class Members; printing and  
21 mailing the Notice Packets to the Class Members as directed by the Court; receiving  
22 and reporting the objections and requests for exclusion; calculating, deducting and  
23 remitting all legally required taxes from Individual Settlement Payments and  
24 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest  
25 Portion of the Individual Settlement Payments and/or Aggrieved Employees'  
26 individual shares of the Aggrieved Employee Payment; processing and mailing tax  
27 payments to the appropriate state and federal taxing authorities; providing  
28 declaration(s) as necessary in support of preliminary and/or final approval of this

Settlement; and any other tasks upon which the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by, among other things, sending a weekly status report to the Parties' counsel stating the date of the mailings, the number of opt outs received (including the numbers of valid versus deficient notices), and number of objections received.

K. Notice Procedure.

1. Class Data. No later than forty-five (45) days after execution of the Parties' MOU, Defendant shall provide the Settlement Administrator with the Class Data to ensure the Settlement Administrator has sufficient time to prepare a declaration before Plaintiff files a Motion for Order Granting Preliminary Approval.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A** hereto. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class and/or Aggrieved Employees who do not request to be excluded from the Settlement in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Workweeks

1 worked by each Class Member during the Class Period, and number  
2 of PAGA Pay Periods worked by each Aggrieved Employee during  
3 the PAGA Period, if any, and the estimated amount of their Individual  
4 Settlement Payment if they do not request to be excluded from the  
5 Settlement and each Aggrieved Employees' share of the Aggrieved  
6 Employee Payment, if any. The Settlement Administrator shall use  
7 the Class Data to determine Class Members' Workweeks and PAGA  
8 Pay Periods. The Notice will also advise the Aggrieved Employees  
9 that they will release the Released PAGA Claims and will receive their  
10 share of the Aggrieved Employee Payment regardless of whether they  
11 request to be excluded from the Settlement.

12 b) The Notice Packet's mailing envelope shall include the following  
13 language: "IMPORTANT LEGAL DOCUMENT - YOU MAY BE  
14 ENTITLED TO PARTICIPATE IN A CLASS ACTION  
15 SETTLEMENT. AS EXPLAINED IN THE ENCLOSED NOTICE,  
16 YOUR PROMPT RESPONSE MAY BE REQUIRED, INCLUDING  
17 IF YOUR ADDRESS HAS OR WILL CHANGE IN THE NEAR  
18 FUTURE."

19 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement  
20 Administrator will perform a search based on the National Change of Address  
21 Database to update and correct any known or identifiable address changes. No  
22 later than twenty-one (21) calendar days after preliminary approval of the  
23 Settlement, the Settlement Administrator shall mail copies of the Notice  
24 Packet to all Class Members via regular First-Class U.S. Mail and electronic  
25 mail. The Settlement Administrator shall exercise its best judgment to  
26 determine the current mailing address for each Class Member. The addresses  
27 identified by the Settlement Administrator shall be presumed to be the best  
28 mailing address for each Class Member.

- 1                   4.     Undeliverable Notices. Any non-deliverable Notice Packets returned to the  
2                   Settlement Administrator on or before the Response Deadline shall be re-  
3                   mailed to any forwarding address available to the Settlement Administrator,  
4                   if any, within seven (7) days of receiving the returned notice, but only if the  
5                   Settlement Administrator is able to promptly determine a correct address by  
6                   lawful use of skip-tracing, or other search using the name, address and/or  
7                   Social Security number of the Class Member involved. In addition, if any  
8                   notice relating to a Class Member who is currently employed by Defendant is  
9                   returned to the Settlement Administrator, as non-delivered and no forwarding  
10                  address is provided, the Settlement Administrator shall notify Defendant.  
11                  Defendant will request that the currently employed Class Member to provide  
12                  a corrected address and transmit to the Settlement Administrator any corrected  
13                  address provided by the Class Member. Class Members who received a re-  
14                  mailed Notice Packet shall have their Response Deadline extended fifteen (15)  
15                  days from the original Response Deadline.
- 16                5.     Disputes Regarding Individual Settlement Payments. Class Members will  
17                have the opportunity, should they disagree with Defendant's records regarding  
18                the start and end dates of employment, to provide documentation and/or an  
19                explanation to show contrary dates to the Settlement Administrator. If such a  
20                dispute arises, the Settlement Administrator will consult with the Parties to  
21                determine whether an adjustment is warranted. The Settlement Administrator  
22                shall determine the eligibility for, and the amounts of, any Individual  
23                Settlement Payments under the terms of this Agreement. The Settlement  
24                Administrator's determination of the eligibility for and amount of any  
25                Individual Settlement Payment shall be binding upon the Class Members and  
26                the Parties.
- 27                6.     Disputes Regarding Administration of Settlement. Any disputes not resolved  
28                by the Settlement Administrator concerning the administration of the

1 Settlement will be resolved by the Court under the laws of the State of  
2 California. Before any such involvement of the Court, counsel for the Parties  
3 will confer in good faith to resolve the disputes without the necessity of  
4 involving the Court.

- 5 7. Opt Out Exclusions. Class Members who wish to exclude themselves from  
6 the Settlement must submit a written request for exclusion by the Response  
7 Deadline (“Exclusion Request”). The postmark date of mailing shall be  
8 deemed the exclusive means for determining whether an Exclusion Request  
9 was timely submitted. The Exclusion Request must also state that the Class  
10 Member wishes to exclude himself or herself from the Settlement and must:  
11 (1) contain the name, address, and the last four digits of the Social Security  
12 number of the person requesting exclusion; (2) be signed by the Class  
13 Member; (3) be postmarked or fax stamped by the Response Deadline and  
14 returned to the Settlement Administrator at the specified address or fax  
15 telephone number; and (4) contain a typewritten or handwritten notice stating  
16 that the individual does not want to be included in (or opt out of) the Action  
17 by stating, in substance: “I wish to opt out of the settlement of the class action  
18 lawsuit entitled *Ajero v. Wildcat Discovery Technologies, Inc., et al.*, currently  
19 pending in the San Diego Superior Court, Case No. 37-2023-00055145-CU-  
20 OE-CTL. I understand that by requesting to be excluded from the settlement,  
21 I will receive no money from the Settlement described in this Notice.” The  
22 Exclusion Request will not be valid if it is not timely submitted, if the Class  
23 Member does not sign it, or if it does not contain the name and address and  
24 last four digits of the Social Security number of the Class Member. The date  
25 of the postmark on the mailing envelope or fax stamp on the request for  
26 exclusion shall be the exclusive means used to determine whether the  
27 Exclusion Request was timely submitted. Any Class Member who properly  
28 and timely submits an Exclusion Request will not be entitled to an Individual

1 Class Payment and will not be otherwise bound by the terms of the Settlement  
2 or have any right to object, appeal or comment thereon. However, any Class  
3 Member that submits a timely Exclusion Request and is also an Aggrieved  
4 Employee will still receive his/her pro rata share of the PAGA Payment, as  
5 specified below, and in consideration, will be bound by the PAGA Release as  
6 set forth herein. Settlement Class Members who fail to submit a valid and  
7 timely Exclusion Request on or before the Response Deadline shall be bound  
8 by all terms of the Settlement and any final judgment entered in this Action if  
9 the Court approves the Settlement, regardless of whether the individual cashes  
10 his or her settlement check. No later than seven (7) calendar days after the  
11 Response Deadline, the Settlement Administrator shall provide counsel for  
12 the Parties with a final list of the Class Members who have timely submitted  
13 written requests for exclusion. At no time shall any of the Parties or their  
14 counsel seek to solicit or otherwise encourage Class members to submit  
15 Exclusion Requests .

- 16 8. Objections. The Notice of Class Action Settlement contained in the Notice  
17 Packet shall state that Class Members who wish to object to the Settlement  
18 may submit to the Settlement Administrator a written statement of objection  
19 by the Response Deadline (“Notice of Objection”). The postmark date of  
20 mailing shall be deemed the exclusive means for determining whether a  
21 Notice of Objection was timely submitted. The Notice of Objection must be  
22 written and signed by the Settlement Class Member and must state: (1) the  
23 case name and number; (2) the name of the Settlement Class Member; (3) the  
24 address of the Settlement Class Member; (4) the last four digits of the  
25 Settlement Class Member’s Social Security number; (5) the basis for the  
26 objection; and (6) if the Settlement Class Member intends to appear at the  
27 Final Approval/Settlement Fairness Hearing. Settlement Class Members who  
28 fail to make objections in writing in the manner specified above may still make

1 their objections orally at the Final Approval/Settlement Fairness Hearing with  
2 the Court's permission. Settlement Class Members will have a right to appear  
3 at the Final Approval/Settlement Fairness Hearing to have their objections  
4 heard by the Court regardless of whether they submitted a written objection.  
5 At no time shall any of the Parties or their counsel seek to solicit or otherwise  
6 encourage Class Members to file or serve written objections to the Settlement  
7 or appeal from the Order and Final Judgment. Class Members who submit a  
8 written Exclusion Request may not object to the Settlement. Class Members  
9 also may not object to the PAGA Payment.

10 L. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay  
11 the Gross Settlement Amount plus any employer's share of payroll taxes as mandated  
12 by law within the time specified hereinabove on the Funding Date.

13 1. Calculation of Individual Settlement Payments. Individual Settlement  
14 Payments shall be paid from the Net Settlement Amount and shall be paid  
15 pursuant to the formula set forth herein. Using the Class Data, the Settlement  
16 Administrator shall add up the total number of Workweeks for all Class  
17 Members during the Class Period. The respective Workweeks for each Class  
18 Member will be divided by the total Workweeks for all Class Members,  
19 resulting in the Payment Ratio for each Class Member. Each Class Member's  
20 Payment Ratio will then be multiplied by the Net Settlement Amount to  
21 calculate each Class Member's estimated Individual Settlement Payment.  
22 Each Individual Settlement Payment will also be reduced, at time of payment,  
23 to include any legally mandated employee tax withholdings (e.g., payroll  
24 taxes, etc.). Individual Settlement Payments for Class Members who submit  
25 valid and timely Exclusion Requests will be redistributed to Settlement Class  
26 Members who do not submit such requests on a pro rata basis and based on  
27 their respective Payment Ratios.  
28

- 1                   2.     Calculation of Individual Payments to the Aggrieved Employees. Using the  
2                   Class Data, the Settlement Administrator shall add up the total number of  
3                   PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.  
4                   The respective PAGA Pay Periods for each Aggrieved Employee will be  
5                   divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting  
6                   in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved  
7                   Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved  
8                   Employee Payment to calculate the estimated payment due to each Aggrieved  
9                   Employee.
- 10                  3.     Tax Treatment of Individual Settlement Payments. For tax purposes,  
11                  Individual Settlement Payments shall be allocated and treated as 10% wages  
12                  (“Wage Portion”) and 90% penalties and interest (“Penalties and Interest  
13                  Portion”). The Wage Portion of the Individual Settlement Payments shall be  
14                  reported on IRS Form W-2 and the Penalty and Interest Portion shall be  
15                  reported on IRS Form 1099.
- 16                  4.     Tax Treatment of Aggrieved Employee Payments. For tax purposes,  
17                  Aggrieved Employee Payments shall be allocated and treated as 100%  
18                  penalties and shall be reported on IRS Form 1099.
- 19                  5.     No Credit Toward Benefit Plans. The Individual Settlement Payments and  
20                  individual shares of the PAGA Payment made to Settlement Class Members  
21                  and/or Aggrieved Employees under this Settlement Agreement, as well as any  
22                  other payments made pursuant to this Settlement Agreement, will not be  
23                  utilized to calculate any additional benefits made under any benefit plans to  
24                  which any Class Members may be eligible, including, but not limited to,  
25                  profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation  
26                  plans, sick leave plans, or PTO plans. Rather, it is the Parties’ intention that  
27                  this Settlement Agreement will not affect any rights, contributions, or amounts  
28

1 to which any Class Members may be entitled under any benefit plans related  
2 to the Class and/or PAGA Periods.

3 6. Income. All monies received by Settlement Class Members under the  
4 Settlement, which are attributable to wages, shall constitute income to such  
5 Settlement Class Members solely in the year in which such monies are received  
6 by the Settlement Class Members. It is the intent of the Parties that Individual  
7 Settlement Payments and individual shares of the PAGA Payment provided for  
8 in this Settlement agreement are the sole payments to be made by Defendant to  
9 Settlement Class Members and/or Aggrieved Employees in connection with this  
10 Settlement Agreement, with the exception of Plaintiff, and that the Settlement  
11 Class Members and/or Aggrieved Employees are not entitled to any new or  
12 additional compensation or benefits as a result of having received the Individual  
13 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

14 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
15 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'  
16 and/or Aggrieved Employees' last known mailing address no later than fifteen  
17 (15) business days after the Funding Date.

18 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
19 Employees shall remain valid and negotiable for one hundred and eighty (180)  
20 calendar days from the date of their issuance. If the recipient does not cash his  
21 or her settlement check within the first ninety (90) days of issuance, the  
22 Settlement Administrator will send a letter to advise such persons that their  
23 checks will expire after the 180<sup>th</sup> day, and permit the individuals to request a  
24 reissuance of their checks if they were destroyed, lost, or misplaced. In the  
25 event an Individual Settlement Payment and/or Aggrieved Employees'  
26 individual share of the PAGA Payment check is cashed within one hundred  
27 and eighty (180) days, all funds represented by such uncashed checks, plus  
28 any interest accrued thereon, shall be sent to the California State Controller's

Office of Unclaimed Property in the name of the Settlement Class Member or Aggrieved Employee who did not cash their check(s) in accordance with California Code of Civil Procedure Section 384. Any Class Member who does not timely opt out of the Settlement will remain bound by the terms of the Settlement, regardless of whether he or she cashes his or her check..

9. Service Award. In addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of not more than \$10,000.00, as the Service Award, and Defendant will not oppose such a request. 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 is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for the Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. However, if the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and all terms and conditions herein will remain binding on the Parties.

10. Class Counsel Award. Defendant understands, and will not oppose, a motion for attorneys' fees not to exceed one-third of the Gross Settlement Amount, which Plaintiff currently estimates to be One Hundred Twenty Thousand

Dollars and Zero Cents (\$120,000.00) **and** reimbursement of actually incurred expenses, supported by declaration, not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), which shall be paid from the Gross Settlement Amount. Any portion of the requested attorneys' fees and/or attorneys' expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the attorneys' fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested attorneys' fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$15,000) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Effective Date (hereinafter, "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment (\$5,000) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the

Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. Plaintiff currently estimates that the Settlement Administration Costs are Seven Thousand Dollars (\$7,000.00). The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

M. Final Approval Motion. Class Counsel and Plaintiff shall file a Motion for Order Granting Final Approval and Entering Judgment within seventy-five (75) days after the execution of the Parties' MOU, including any and all supporting papers, which shall include this Settlement Agreement.. Plaintiff will provide Defendant with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

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 full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, 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. The Order and Judgment shall include the full names of any Class Members who opt out of the Settlement.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment at least three (3) business days in advance of filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect 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.

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.

Q. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

R. Enforceability. The Parties intend the MOU and this Agreement (collectively, "Agreements") to be admissible and binding under California Code of Civil Procedure Section 664.6 and intend that the Agreements shall also be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding mediation confidentiality provisions that otherwise might apply under applicable law. Subject to Court approval, the Parties further intend that the Agreements to be enforceable, as written, regardless of any changes that may occur in the law after its execution. If necessary, the Party who prevails in any action or proceeding to enforce either Agreement shall also be entitled to recover its reasonable attorneys' fees and costs incurred in such action or proceeding.

S. Entire Agreement. This Agreement, and any attached exhibits hereto, constitute the entire Agreement among these Parties, and no oral or written representations,

warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

U. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. California Law Governs. All terms of this Agreement, the exhibits attached hereto, and any disputes shall be governed by and interpreted according to the laws of the State of California.

- 1 X. Counterparts. This Agreement may be executed in one or more counterparts. All  
2 executed counterparts and each of them shall be deemed to be one and the same  
3 instrument provided that counsel for the Parties to this Agreement shall exchange  
4 among themselves copies or originals of the signed counterparts.
- 5 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement  
6 is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
7 Settlement after extensive arms-length negotiations, considering all relevant factors,  
8 present and potential.
- 9 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
10 respect to the interpretation, implementation, and enforcement of the terms of this  
11 Agreement and all orders and judgments entered in connection therewith, and the  
12 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
13 interpreting, implementing and enforcing the settlement and all orders and judgments  
14 entered in connection with this Agreement.
- 15 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
16 the Court shall first attempt to construe the provisions valid to the fullest extent  
17 possible consistent with applicable precedents so as to define all provisions of this  
18 Agreement valid and enforceable.
- 19 BB. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently  
20 intend to pursue any claims against the Released Parties, including, but not limited to,  
21 any and all claims relating to or arising from Plaintiff's employment with Defendant,  
22 regardless of whether Class Counsel is currently aware of any facts or legal theories  
23 upon which any claims or causes of action could be brought against Released Parties,  
24 including those facts or legal theories alleged in the Operative Complaint in this  
25 Action. The Parties further acknowledge, understand, and agree that this representation  
26 is essential to the Agreement and that this Agreement would not have been entered  
27 into were it not for this representation.  
28

1 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
2 certification for purposes of this settlement only.

3 DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the  
4 Released Class Claims and Released PAGA Claims have merit and give rise to liability  
5 on the part of Defendant. Defendant claims that the Released Class Claims and  
6 Released PAGA Claims have no merit and do not give rise to liability and Defendant  
7 expressly denies any and all liability stemming from the Released Class Claims and  
8 Released PAGA Claims. This Agreement is a compromise of disputed claims.  
9 Nothing contained in this Agreement and no documents referred to and no action taken  
10 to carry out this Agreement may be construed or used as an admission by or against  
11 the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims  
12 asserted. Other than as may be specifically set forth herein, each Party shall be  
13 responsible for and shall bear its/his own attorney's fees and costs.

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 06/09/2025

  
Albert Ajero (Jun 9, 2025 16:37 PDT)  
ALBERT AJERO

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED:

Wildcat Discovery Technologies, Inc.

Printed Name

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:  
2  
3

4 DATED: 06/10/2025  
5

JCL LAW FIRM, A.P.C.

6 By:   
7

Jean-Claude Lapuyade, Esq.

Sydney Castillo-Johnson, Esq.

8 Attorneys for Plaintiff and the Settlement Class  
9 Members  
10

11 DATED: 06/10/2025  
12

ZAKAY LAW GROUP, APLC

13 By:   
14

Shani O. Zakay, Esq.

15 Attorneys for Plaintiff and the Settlement Class  
16 Members

17 DATED: \_\_\_\_\_  
18

SOLOMON WARD SEIDENWURM & SMITH LLP

19 By: \_\_\_\_\_  
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Daniel E. Gardenswartz, Esq.

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# **EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*(Albert Ajero v. Wildcat Discovery Technologies, Inc., et al,*  
**San Diego County Superior Court Case No. 37-2023-00055145-CU-OE-CTL)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.  
PLEASE READ THIS NOTICE CAREFULLY.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Individual Settlement Payment is: \$&lt;&lt;[REDACTED]&gt;&gt;.</b><br/><b>See the explanation below.</b></p> <p>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 Defendant as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below.</p> <p>If you request exclusion, you will receive <b>no money from the Settlement.</b></p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                                         |
| <b>Object</b>                                                       | <p>You may write to the Court about why you believe the settlement should not be approved.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                 |

**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 Albert Ajero (“Plaintiff”) and Defendant Wildcat Discovery Technologies, Inc. (“Defendant”). 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, which is defined as:**

All current and former non-exempt employees who worked for Defendant in California at any time during the period beginning December 20, 2019, through April 25, 2025 (“Class Period”).

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 15, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendant. 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”).

On December 20, 2023, Plaintiff filed a Class Action complaint in the San Diego Superior Court, Case No. 37-2023-00055145-CU-OE-CTL (“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 Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203.

On January 23, 2024, Plaintiff filed his First Amended Complaint (“Operative Complaint”) alleging an additional cause of action for violations of the PAGA.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, vehemently contends it complied with all applicable laws, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the IWC Wage Orders.

On March 26, 2025, the Parties participated in a full day mediation with mediator Honorable Brian C. Walsh (Ret.). At the conclusion of that mediation, the Parties were able to reach an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. 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. Defendant have agreed to pay an “all in” amount of Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment (as defined herein).

Upon entry of final judgment by the court in this case, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. For purposes of this notice, the term “final” means the date the final judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the final 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:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,000.00 for expenses, including the sending of this Notice, processing opt outs, and distributing Settlement Payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$120,000.00) and actually incurred litigation expenses of not more than \$30,000.00 for all expenses incurred as documented in Class Counsel's billing records, both of which are subject to Court approval. Class Counsel have been prosecuting the Action 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. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate Plaintiff for the services he provided 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 PAGA, \$15,000.00 of which will be paid to the LWDA and the remaining \$5,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs 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"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day.
- 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 current and former non-exempt employees who worked for Defendant in California at any time during the period beginning November 15, 2022, through April 25, 2025 ("PAGA Period").

**If the Court approves the Settlement, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice unless you opt out in the manner explained herein. 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. Ten percent (10%) 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. Ninety percent (90%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest ("Penalty and Interest Portion"). 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 Defendant's 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 Defendant, 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 any and all class Claims that have been alleged or that reasonably could have been asserted against Defendant based on the facts alleged in the Operative Complaint that occurred during the Class Period, including, but not limited to, claims arising under Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2802, Business & Professions Code Section 17200 et seq., the California Industrial Welfare Commission Wage Orders. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, 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 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 of 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 Defendant 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, regardless of the amount you ultimately receive as part of the Settlement (or whether you ultimately cash your Settlement check).

#### **5. How much will my payment be?**

**Defendant's records reflect that you worked << [REDACTED] >> Workweeks during the Class Period (i.e., December 20, 2019 to April 25, 2025).**

**Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.**

**Defendant's records reflect that you had << [REDACTED] >> pay periods during the PAGA Period (i.e., November 15, 2022 to April 25, 2025).**

**Based on this information, your estimated Aggrieved Employee Payment is << [REDACTED] >>.**

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 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.\\_\\_\\_\\_\\_.com](http://www._____.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", 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 *Albert Ajero v. Wildcat Discovery Technologies, Inc., et al.*, currently pending in Superior Court of San Diego, Case No. 37-2023-00055145-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 *Albert Ajero v. Wildcat Discovery Technologies, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055145-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** [REDACTED]. 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.  
Sydney Castillo-Johnson, Esq.  
JCL Law Firm, APC  
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San Diego, CA 92121  
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**Class Counsel:**

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**Counsel for Defendant:**

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**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 [REDACTED], at the San Diego County Superior Court, Department C-66, located at 330 West Broadway, San Diego, CA 92101 before Judge Wendy Behan. 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 *Albert Ajero v. Wildcat Discovery Technologies, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055145-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.\\_\\_\\_\\_\\_.com](http://www._____.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 send all funds from such uncashed checks to the California State Controller's Office of Unclaimed Property, in accordance with California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

# **EXHIBIT 2**