

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

Sydney Castillo Johnson (State Bar #343881)

scastillo@jcl-lawfirm.com

John L. Nitti (State Bar #330752)

jnitti@jcl-lawfirm.com

Carolina Faccin (State Bar #340855)

cfaccin@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

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

Plaintiff,

vs.

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

Defendants.

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

Action Filed: December 20, 2023

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: December 5, 2025

Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan

Department: C-66

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action and Release of Claims ("Agreement") duly came on for hearing on December 5,
3 2025, before the above-entitled Court. JCL Law Firm, APC and the Zakay Law Group, APLC
4 appeared on behalf of Plaintiff ALBERT AJERO ("Plaintiff"). Solomon Ward Seidenwurm &
5 Smith LLP appeared on behalf of Defendant WILDCAT DISCOVERY TECHNOLOGIES, INC.
6 ("Defendant").

7 **I.**

8 **FINDINGS**

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

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

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2023-
15 00055145-CU-OE-CTL, entitled *Albert Ajero v. Wildcat Discovery Technologies, Inc.*, and over all
16 Parties to this litigation, including the Class.

17 3. With respect to the Class and for purposes of approving this Settlement only,
18 this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
19 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
20 Class, and there is a well-defined community of interest among the Class with respect to the subject
21 matter of the Action; (c) the claims of Class Representative are typical of the claims of the Class;
22 (d) the Class Representative has fairly and adequately protected the interests of the Class; (e) a class
23 action is superior to other available methods for an efficient adjudication of this controversy; and
24 (f) the counsel of record for the Class Representatives, i.e., Jean-Claude Lapuyade, Esq. and Sydney
25 Castillo-Johnson, Esq. of the JCL Law Firm, APC and Shani Zakay, Esq. of the Zakay Law Group,
26 APLC (hereinafter "Class Counsel"), are qualified to serve as counsel for the Class Representative
27 and the Class.

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1 **Preliminary Approval of the Settlement**

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

6 **Notice to the Class**

7 5. In compliance with the Preliminary Approval Order, the Notice Packet was
8 mailed by first class mail to the Class Members at their last known addresses on July 24, 2025.
9 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
10 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
11 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
12 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

13 6. The Response Deadline for opting out or objecting was September 8, 2025.
14 There was an adequate interval between notice and deadline to permit Class Members to choose
15 what to do and act on their decision. No Class Members objected. One Class Member requested
16 exclusion. 99.06% of the Class Members will be participating in the Settlement and will be sent
17 Individual Settlement Payments. The name of the Class Member who requested exclusion is Jamie
18 Mikoly.

19 **Fairness Of the Settlement**

20 7. The Agreement provides for a Gross Settlement Amount of \$360,000.00.
21 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
22 Cal.App.4th 1794, 1801.)

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

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

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

4 d. No objections were received. One request for exclusion was received.
5 The names of the Class Member who requested exclusion is Jamie Mikoly.

6 e. The participation rate is high. 99.06% of Class Members will be
7 participating in the Settlement and will be sent settlement payments.

8 8. The consideration to be given to the Class Members under the terms of the
9 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
10 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
11 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
12 litigation and the delays which would ensue from continued prosecution of the Action.

13 9. The Agreement is finally approved as fair, adequate, and reasonable and in
14 the best interests of the Settlement Class Members.

15 **Class Counsel Award**

16 10. The Agreement provides for a Class Counsel Award in an amount not to
17 exceed One Hundred Thirty-Six Thousand, Five Hundred Sixty Three Dollars and Fifty-Four Cents
18 (\$136,563.54). Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal
19 to one-third (1/3) of the Gross Settlement Amount, or One Hundred Twenty Thousand Dollars and
20 Zero Cents (\$120,000.00) and reimbursement of attorneys' expenses in the amount of Sixteen
21 Thousand, Five Hundred Sixty Three Dollars and Fifty-Four Cents (\$16,563.54).

22 11. An award to Class Counsel of One Hundred Thirty-Six Thousand, Five
23 Hundred Sixty Three Dollars and Fifty-Four Cents (\$136,563.54) comprised of attorneys' fees in
24 the amount of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) and
25 reimbursement of actually incurred attorneys' expenses in the amount of Sixteen Thousand, Five
26 Hundred Sixty Three Dollars and Fifty-Four Cents (\$16,563.54) is reasonable in light of the
27 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
28 achieved by Class Counsel. The requested attorneys' fees award represents 1/3 of the common fund,

1 which is reasonable and at the low end of the range for fee awards in common fund cases and is
2 supported by Class Counsel's lodestar.

3 **Service Award**

4 12. The Agreement provides for a Service Award of Ten Thousand Dollars and
5 Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The Court finds that the amount
6 of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in light of the risks
7 and burdens undertaken by the Plaintiff in this class action litigation.

8 **Settlement Administration Costs**

9 13. The Agreement provides for Settlement Administration Costs to be paid in
10 an amount not to exceed \$7,000.00. The Declaration of the Settlement Administrator provides that
11 the actual settlement administration costs were \$6,990.00. The amount of this payment is reasonable
12 in light of the work performed by the Settlement Administrator.

13 **II.**

14 **ORDERS**

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

16 1. The Class is certified for the purposes of settlement only. The Settlement
17 Class is hereby defined as all Class Members who have not submitted a timely and valid request to
18 opt out of this Settlement. Class Members means all current and former non-exempt employees who
19 worked for Defendant in California at any time during the Class Period. The Class Period refers to
20 the time worked in California between December 20, 2019 and April 25, 2025.

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

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

27 4. The Court hereby confirms Plaintiff Albert Ajero as the Class Representative
28 in this Action.

1 5. The Court hereby confirms Jean-Claude Lapuyade, Esq. and Sydney Castillo-
2 Johnson, Esq. of the JCL Law Firm, APC, and Shani Zakay, Esq. of the Zakay Law Group, APLC
3 as Class Counsel for the Class Representative in this Action.

4 6. Class Counsel are awarded One Hundred Thirty-Six Thousand, Five Hundred
5 Sixty Three Dollars and Fifty-Four Cents (\$136,563.54) comprised of attorneys' fees in the amount
6 of one-third of the Gross Settlement Amount, or One Hundred Twenty Thousand Dollars and Zero
7 Cents (\$120,000.00) and attorneys' fees in the amount of Sixteen Thousand, Five Hundred Sixty
8 Three Dollars and Fifty-Four Cents (\$16,563.54). Class Counsel shall not seek or obtain any other
9 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

10 7. The payment of the Service Award to Plaintiff in the amount of \$10,000.00
11 is approved.

12 8. The payment of \$6,990.00 to the Settlement Administrator for Claims
13 Administration Expenses is approved.

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

18 10. Final Judgment is hereby entered in this action. The Final Judgment shall
19 bind each Settlement Class Member.

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

23 12. The term "Aggrieved Employees" is hereby defined as all current and
24 former non-exempt employees who worked for Defendant in California at any time during the
25 PAGA Period. The PAGA Period refers to the time worked in California between November 15,
26 2022 and April 25, 2025.

27 13. The Agreement is not an admission by Defendant, nor is this Final Approval
28 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by

1 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
2 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
3 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
4 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
5 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
6 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
7 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
8 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
9 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
10 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
11 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
12 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
13 or issue preclusion or similar defense as to the claims being released by the Settlement.

14 14. Notice of entry of this Final Approval Order and Judgment shall be given by
15 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
16 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
17 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
18 in the Notice Packet.

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

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1 16. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
4 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

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6 **IT IS SO ORDERED.**

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8 DATED: _____, 2025

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