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San Diego Superior Court

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Clerk of the Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

**[PROPOSED] ORDER GRANTING
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 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Honorable Wendy M. Behan of the Superior Court of the
3 State of California, in and for the County of San Diego, with the attorneys from the JCL Law Firm, APC
4 and Zakay Law Group, APLC as counsel for Plaintiff ALBERT AJERO (“Plaintiff”), and counsel from
5 Solomon Ward Seidenwurm & Smith LLP appearing for Defendant Wildcat Discovery Technologies,
6 Inc. (“Defendant”). The Court, having carefully considered the briefs, argument of counsel and all the
7 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
8 Preliminary Approval of Class and PAGA Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
11 Claims and Release of Claims (“Agreement”), a true and correct copy of which is attached to the
12 Declaration of Sydney Castillo-Johnson, Esq., as **Exhibit “1.”** This is based on the Court’s
13 determination that the Agreement is within the range of possible final approval, pursuant to the
14 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule
15 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendant shall
19 pay is Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00). It appears to the Court on
20 a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
21 potential Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonably of a settlement that could ultimately be given final approval by this Court. The Court has
2 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
3 that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. The Agreement specifies for Class Counsel Award comprised of attorneys' fees awarded
7 to Class Counsel in the amount of up to one-third of the Gross Settlement Amount, currently estimated
8 to be One Hundred Twenty Dollars and Zero Cents (\$120,000.00) *and* reimbursement of actually-
9 incurred costs not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), and proposed
10 Service Award to the Class Representative, Plaintiff Albert Ajero, in an amount not to exceed Ten
11 Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be within the range of
12 reasonableness, the Court will not approve the Class Counsel Award or the Service Award until the
13 Final Approval Hearing. Class Counsel and the Class Representative will be required to present evidence
14 supporting these requests, including lodestar, prior to final approval.

15 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a
16 class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 All current and former non-exempt employees who worked for Defendant
20 Wildcat Discovery Technologies, Inc. in California at any time during the
21 period between December 20, 2019, and April 25, 2025.

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class
24 Members are ascertainable and so numerous that joinder of all members of the Class Members is
25 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
26 community of interest amongst the Class Members with respect to the subject matter of the litigation;
27 (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class
28 Representative will fairly and adequately protect the interests of the Class Members; (e) a class action

1 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
2 Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the
3 representative of the Class Members.

4 8. The Court provisionally appoints Plaintiff Albert Ajero as the representative of the Class
5 Members.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq. and Sydney Castillo-
7 Johnson, Esq. of the JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC, as Class
8 Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the proposed Notice Packet attached
10 to the Agreement as **Exhibit "A."** The Court finds that the Notice Packet appears to fully, and accurately
11 inform the Class Members of all material elements of the proposed Settlement, including Class
12 Members' right to be excluded from the Class by submitting a written request for exclusion, and of each
13 Class Member's right and opportunity to object to the Settlement. The Court further finds that the
14 distribution of the Notice Packet substantially, in the manner and form set forth in the Agreement and
15 this Order, meets the requirements of due process, is the most reasonable notice under the circumstances,
16 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
17 of the Notice Packet by first class mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. In
19 advance of this hearing, Defendant produced the Class Data to the Settlement Administrator, which
20 included each Class Member's full name; last known address; Social Security Number; start dates and
21 end dates of employment; and any other information necessary to accurately calculate the number of
22 Workweeks and Pay Periods worked by Class Members and Aggrieved Employees during the Class and
23 PAGA Periods. No later than twenty-one (21) calendar days after the entry of this order, the Settlement
24 Administrator shall mail the Notice Packet to all identified, potential Class Members via first class U.S.
25 Mail using the most current mailing address information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement of the Released Claims. Any Class Member may individually choose to opt out of and be
28 excluded from the Settlement of the Released Claims as provided in the Notice Packet by following the

1 instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the
2 Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is
3 forty-five (45) calendar days after the date the Notice Packet is mailed to the Class Members or, in the
4 case of a re-mailed Notice, not more than fifteen (15) calendar days after the original Response Deadline.
5 Any such person who chooses to opt out of and be excluded from the Settlement of the Released Claims
6 will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by
7 the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not
8 requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A
9 request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of
10 a group, class, or subclass of individuals is not permitted and will be deemed invalid.

11 13. Any Class Member who has not opted out may appear at the final approval hearing and
12 may object or express the Class Member's views regarding the Settlement and may present evidence and
13 file briefs or other papers that may be proper and relevant to the issues to be heard and determined by
14 the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
15 Settlement Administrator mails the Notice Packets to postmark their written objections to the Settlement
16 Administrator.

17 14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Class
18 Counsel Award and Service Award shall be held before this Court on 12/5/25 at
19 10:15 AM in Department C-66 of the San Diego County Superior Court to determine all necessary
20 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
21 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
22 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
23 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
24 to the Class Members; and to finally approve the Class Counsel Award, Service Award, the PAGA
25 Payment, and the Settlement Administration Costs. All papers in support of the motion for final
26 approval and the motion for Class Counsel Award and Service Award shall be filed with the Court and
27 served on all counsel no later than sixteen (16) court days before the hearing.

28 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall

1 be construed as a concession or admission by Defendant in any way, and shall not be used as evidence
2 of, or used against Defendant as, an admission or indication in any way, including with respect to any
3 claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any
4 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
5 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
6 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
7 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
8 limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
9 fault, wrongdoing, omission, concession or damage.

10 16. In the event the Settlement does not become effective in accordance with the terms of the
11 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
12 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
13 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
14 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used,
15 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
16 Agreement with respect to the effect of the Agreement if it is not approved.

17 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
18 and all dates provided for in the Agreement without further notice to Class Members and retains
19 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

20 IT IS SO ORDERED.

21
22 Dated: 7/3/25



23 HONORABLE WENDY M. BEHAN
24 JUDGE OF THE SUPERIOR COURT