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MITCHELL REPAIR INFORMATION COMPANY, LLC,

7 and SNAP-ON INCORPORATED

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14 [ADDITIONAL PLAINTIFF'S COUNSEL ON NEXT PAGE]

15 Attorneys for Plaintiff LOUIS CARABETTA

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF SAN DIEGO**

19 LOUIS CARABETTA, an individual, on behalf
of himself and on behalf of all persons similarly
20 situated,

21 Plaintiffs,

22 v.

23 MITCHELL REPAIR INFORMATION
COMPANY, LLC, a Delaware limited liability
24 company; SNAP-ON INCORPORATED, a
Delaware corporation; and DOES 1-50,
25 Inclusive,

26 Defendants.

Case No. 37-2024-00020244-CU-OE-CTL

Assigned to Hon. Katherine Bacal

**STIPULATION OF CLASS SETTLEMENT
AND RELEASE**

Complaint Filed: April 30, 2024

28 ADDITIONAL PLAINTIFF'S COUNSEL:

1 **JCL LAW FIRM, APC**
Jean-Claude Lapuyade (State Bar #248676)
2 Perssia P. Razma (State Bar # 351398)
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1 be divided between Class Counsel in the following percentages: 50% to JCL Law Firm,
2 APC, and 50% to Zakay Law Group, APLC.

3 H. "Class Data" means information regarding Class Members that Mitchell will in good
4 faith compile from its records and provide to the Settlement Administrator. It shall be
5 formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full
6 name; last known address; Social Security Number; start dates and end dates of employment;
7 and any other information the Settlement Administrator deems necessary to accurately
8 calculate the number of Workweeks and Pay Periods worked by each Class Member and
9 Aggrieved Employee during the Class and PAGA Periods.

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

12 J. "Class Period" means the period beginning April 30, 2020, through July 31, 2025.

13 K. "Effective Date" means the date of the Court's final approval order if no objections
14 are filed to the settlement. If objections are filed and overruled and no appeal is taken of the
15 final approval order, the Effective Date shall be thirty (30) days after the Court enters final
16 approval and judgment. If an appeal is taken from the Court's final approval order, then the
17 Effective Date shall be the day the final approval decision becomes final after all appeals
18 have been resolved.

19 L. "Funding Date" means the date by which Mitchell has paid the entire Gross
20 Settlement Amount to the Settlement Administrator in accord with the terms of this
21 Agreement. Mitchell will pay the Gross Settlement Amount to the Settlement Administrator
22 within thirty (30) days of the Effective Date.

23 M. "Gross Settlement Amount" means Nine Hundred Eighty Thousand Dollars and Zero
24 Cents (\$980,000.00) that Mitchell must pay into the QSF in connection with this Settlement,
25 inclusive of the sum of Settlement Administration Costs, Class Counsel Award, Service
26 Award, and the PAGA Payment. The Gross Settlement Amount is all-in with no reversion
27 and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under
28 this Settlement.

1 N. "Individual Settlement Payments" means the amount payable from the Net
2 Settlement Amount to each Settlement Class Member and excludes any amounts distributed
3 to Aggrieved Employees pursuant to PAGA.

4 O. "LWDA" means the Labor and Workforce Development Agency.

5 P. "LWDA Payment" means the seventy-five percent (75%) of the PAGA Payment,
6 (\$37,500) payable to the to the LWDA.

7 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
8 Counsel Award, Service Award, PAGA Payment, and 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 than
11 formatting changes to facilitate printing by the Settlement Administrator).

12 S. "Operative Complaint" means the First Amended Complaint filed on October 17,
13 2024.

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 Employees
18 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 any weekly pay period during which an
21 Aggrieved Employee was employed by Mitchell and received compensation from Mitchell
22 during the PAGA Period in California.

23 W. The "PAGA Period" is defined as the period from April 30, 2023, through July 31,
24 2025.

25 X. "PAGA Payment" means Fifty Thousand Dollars and Zero Cents (\$50,000) to be
26 allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted in the
27 Action.
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1 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided
2 by the total Workweeks for all Class Members.

3 Z. "QSF" means the Qualified Settlement Fund established, designated, and maintained
4 by the Settlement Administrator to fund the Gross Settlement Amount.

5 AA. "Released Class Claims" means any and all claims, debts, liabilities, demands,
6 obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of action,
7 contingent or accrued for, which would reasonably arise from the factual allegations or legal
8 claims asserted in the class claims in Operative Complaint in the Action and which occurred
9 during the Class Period.

10 BB. "Released PAGA Claims" means any and all claims, debts, liabilities, demands,
11 obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of action,
12 contingent or accrued for, which would reasonably arise from the factual allegations or legal
13 claims asserted under PAGA in the Operative Complaint in the Action and in Plaintiff's
14 PAGA notice to the LWDA and which occurred during the PAGA Period.

15 CC. "Released Parties" means Mitchell and Snap-On Incorporated, and any of its and
16 their parent, subsidiary, affiliate, predecessor or successor, and all agents, exempt
17 employees, officers, directors, and attorneys thereof.

18 DD. "Response Deadline" means the date forty-five (45) calendar days after the
19 Settlement Administrator mails Notice Packets to Class Members and the last date on which
20 Class Members may submit requests for exclusion or objections to the Settlement. Neither
21 side shall encourage any Class Member to opt out.

22 EE. "Service Award" means an award up to the amount of \$10,000 to Plaintiff or in an
23 amount that the Court authorizes to be paid to the Class Representative, in addition to his
24 Individual Settlement Payment and his individual Aggrieved Employee Payment, in
25 recognition of his efforts and risks in assisting with the prosecution of the Action.

26 FF. "Settlement" means the disposition of the Action pursuant to this Agreement.
27
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1 GG. "Settlement Administration Costs" means the amount paid to the Settlement
2 Administrator from the Gross Settlement Amount for administering the Settlement pursuant
3 to this Agreement currently estimated not to exceed \$7,490.00.

4 HH. "Settlement Administrator" means Apex Class Action LLC, located at 18
5 Technology Drive, Suite 154, Irvine, CA 92618 Tel: (800) 355-0700. The Settlement
6 Administrator establishes, designates, and maintains, as a QSF under Internal Revenue Code
7 section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
8 Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class
9 Members. The Settlement Administrator shall maintain the funds until distribution in an
10 account(s) segregated from the assets of Mitchell and any person related to Mitchell. *All*
11 *accrued interest shall be paid and distributed to the Settlement Class Members as part of*
12 *their respective Individual Settlement Payment.*

13 II. "Settlement Class Members" or "Settlement Class" means all Class Members who
14 have not submitted a timely and valid request for exclusion as provided in this Agreement.

15 JJ. "Workweeks," means any seven (7) consecutive days beginning on Sunday and
16 ending on Saturday, in which a Class Member is employed by Mitchell during the Class
17 Period in California.

18 **II. BACKGROUND AND RECITALS**

19 1. On April 30, 2024, Plaintiff filed a putative class action lawsuit (the "Action") in
20 the Superior Court for the County of San Diego, entitled *Louis Carabetta v. Mitchell Repair*
21 *Information Company, LLC, et al.*, Case No. 37-2024-00020244-CU-OE-CTL, alleging claims for:
22 (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 et seq; (2) Failure To Pay
23 Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay
24 Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq; (4) Failure To Provide Required
25 Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
26 (5) Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and
27 the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation
28 of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§

1 201, 202 & 203; and (8) Failure To Reimburse Employees for Required Expenses in Violation of
2 Cal. Lab. Code § 2802.

3 2. That same day, Plaintiff filed a Notice of Violations with the Labor and Workforce
4 Development Agency (LWDA) and served the same on Mitchell.

5 3. On October 17, 2024, Plaintiff filed a first amended complaint in the Action
6 (“Operative Complaint”) to add a 9th cause of action for Violation of the Private Attorneys General
7 Act [Labor Code §§ 2698 *et seq.*]

8 4. On July 31, 2025, the Parties participated in mediation presided over by Steven J.
9 Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties
10 reached a settlement following mediation, which was subsequently memorialized in the form of a
11 Memorandum of Understanding.

12 5. Despite this settlement, Mitchell denies any liability or wrongdoing of any kind
13 associated with the claims alleged in the Operative Complaint and further denies that, for any
14 purpose other than settling the Action, the Action is appropriate for class treatment. Mitchell
15 contends, among other things, that it has always complied with the California Labor Code and all
16 applicable California laws and that its timekeeping system is entirely lawful.

17 6. Despite this settlement, Plaintiff believes he has claims based on alleged violations
18 of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class
19 certification is appropriate because the prerequisites for class certification can be satisfied in the
20 Action, and this action is manageable as a PAGA representative action.

21 7. The Class Representative is represented by Class Counsel. Class Counsel
22 investigated the facts relevant to the Action, including conducting an independent investigation as
23 to the allegations, reviewing documents and information exchanged through formal and informal
24 discovery, and reviewing documents and information provided by Mitchell pursuant to informal
25 requests for information to prepare for mediation. Mitchell produced for the purpose of settlement
26 negotiations certain employment data concerning the Class, which Class Counsel reviewed and
27 analyzed with the assistance of an expert. Based on their own independent investigation and
28 evaluation, Class Counsel are of the opinion that the Settlement with Mitchell is fair, reasonable,

1 and adequate, and is in the best interest of the Class considering all known facts and circumstances,
2 including the risks of significant delay, defenses asserted by Mitchell, uncertainties regarding class
3 certification, and numerous potential appellate issues. Although it denies any liability, Mitchell
4 agrees to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties
5 and their counsel have agreed to settle the claims on the terms set forth in this Settlement Agreement.

6 8. This Agreement replaces and supersedes the Memorandum of Understanding and
7 any other agreements, understandings, or representations between the Parties. This Agreement
8 represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is
9 intended or will be construed as an admission by Mitchell that the claims in the Action of Plaintiff
10 or the Class Members have merit or that Mitchell bears any liability to Plaintiff or the Class on those
11 claims or any other claims, or as an admission by Plaintiff that Mitchell’s defenses in the Action
12 have merit

13 9. The Parties desire to fully, finally, and forever settle, compromise, and discharge all
14 disputes and claims that exist between them arising from the factual allegations in the Operative
15 Complaint and the accompanying letter Plaintiff sent to the LWDA, on or about April 30, 2024,
16 detailing his PAGA allegations. To achieve a release of Mitchell and the “Released Parties” as
17 defined in Paragraph I(CC) herein, the Parties, through execution of this Stipulation of Settlement,
18 acknowledge that this Stipulation of Settlement is intended to include in its effect the entirety of the
19 Released Class Claims as more fully described in Paragraphs 39 and 40 of this Stipulation of
20 Settlement.

21 10. The Parties intend that this Stipulation of Settlement shall constitute a full and
22 complete settlement and release of all claims described in Paragraphs 39 and 40 of this Stipulation
23 of Settlement.

24 **III. TERMS OF SETTLEMENT**

25 **A. Overview of Payment Structure**

26 11. This settlement is made on a non-reversionary basis. The settlement shall consist of
27 a Gross Settlement Amount, which, in turn, is comprised of a Net Settlement Amount, Class Counsel
28

1 Award, PAGA Payment, Settlement Administration Costs, and Service Award. Further specifics are
2 provided below.

3 **B. Gross Settlement Amount**

4 12. Mitchell shall pay the gross sum of NINE HUNDRED EIGHTY THOUSAND
5 DOLLARS (\$980,000) (the “Gross Settlement Amount” or “GSA”) to fund the settlement of the
6 class claims. The settlement payments are not being made for any other purpose and will not be
7 construed as compensation for purposes of determining eligibility for any health and welfare
8 benefits or unemployment compensation. The Parties agree that Mitchell shall be responsible for
9 paying any appropriate and lawfully required employer-side payroll taxes arising from any portion
10 of the Class Member settlement payments attributable to wages.

11 **1. Amounts Paid from the Gross Fund Value**

12 **a) Class Counsel Award**

13 13. Subject to review and final approval by the Court, Mitchell agrees that Class Counsel
14 may apply for up to one-third of the GSA or \$326,666.67 in reasonable attorneys’ fees and up to
15 \$35,000 in actual documented litigation costs. Any award of attorney’s fees and costs granted in
16 this action shall be taken from the GSA. If a lower amount is awarded, the difference will be
17 allocated to the Net Settlement Amount (“NSA”), as defined in Paragraph (I)Q. The Settlement
18 Administrator shall allocate and pay the Class Counsel Award to Class Counsel from the Gross
19 Settlement Amount no later than ten (10) calendar days after the Funding Date. Class Counsel shall
20 be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this
21 paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel
22 for the payments made pursuant to this paragraph.

23 **b) Service Award**

24 14. In further consideration for settling this matter and in exchange for the release of all
25 claims by the Settlement Class, and subject to final approval by the Court, Mitchell agrees that Class
26 Representative may apply for an enhancement award not to exceed \$10,000 and it will not object to
27 the same. The enhancement award is in addition to the claim share to which Plaintiff is otherwise
28 entitled as a Settlement Class Member and Aggrieved Employee. Any award granted shall be taken

1 from the GSA. If a lower amount is awarded, the difference will be allocated to the NSA. The
2 Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved
3 by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement
4 Amount no later than ten (10) calendar days after the Funding Date. The Settlement Administrator
5 shall issue an IRS Form 1099 — MISC to Plaintiff for his Service Award.

6 **c) PAGA Payment**

7 15. The Parties allocated \$50,000 of the GSA to the PAGA Payment. The Settlement
8 Administrator shall pay 75% of the PAGA Payment, or \$37,500, will be sent to the Labor Workforce
9 Development Agency (“LWDA”) no later than ten (10) calendar days after the Effective Date
10 (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA Payment (\$12,500) will
11 be distributed to the Aggrieved Employees no later than ten (10) calendar days after the Effective
12 Date (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the Aggrieved
13 Employee Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-
14 rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.
15 In the event the Court determines that this allocation is inadequate, the Parties agree to increase the
16 level of the PAGA allocation to whatever minimum level the Court deems acceptable.

17 **d) Settlement Administration Costs**

18 16. The cost of settlement administration will also be paid from the GSA. The Parties
19 agree to use Apex Class Action LLC as the Settlement Administrator, who has provided an estimate
20 of \$7,490.00 to administer the settlement, which administrative services shall include, without
21 limitation, providing a website giving information about the settlement and enabling Class Members
22 to download important documents, mailing Court-approved Notices, calculating awards, processing
23 objections, performing necessary skip traces on Notices returned as undeliverable, mailing Class
24 Member settlement checks, issuing any required tax reporting forms, and providing weekly status
25 reports to Counsel for the Parties, among other tasks set forth in this Stipulation. The Settlement
26 Administrator shall be paid the Settlement Administration Costs no later than ten (10) calendar days
27 after the Funding Date.

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1 redistributed to Settlement Class Members who do not submit valid and timely requests for
2 exclusion on a pro rata basis based on their respective Payment Ratios.

3 Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement
4 Payments shall be allocated and treated as follows: 20% as wages (“Wage Portion”); 80%
5 as penalties and interest (“Penalties and Interest Portion”). The Wage Portion of the
6 Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and
7 Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099
8 issued by the Settlement Agreement

9 20. **Calculation of Individual Payments to the Aggrieved Employees.** Using the Class
10 Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all
11 Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each
12 Aggrieved Employees will be divided by the total PAGA Pay Periods for all Aggrieved Employees,
13 resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
14 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate
15 each Aggrieved Employee’s estimated share of the Aggrieved Employee Payment. For tax
16 purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100%
17 penalties and shall be reported on IRS Form 1099.

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

26 22. **Circular 230 Disclaimer.** Each Party to this Agreement (for purposes of this
27 section, the “acknowledging party” and each Party to this Agreement other than the acknowledging
28 party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no

1 written communication or disclosure between or among the Parties or their attorneys and other
2 advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be
3 construed or be relied upon as, tax advice within the meaning of United States Treasury Department
4 circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively
5 upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in
6 connection with this Agreement, (b) has not entered into this Agreement based upon the
7 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
8 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party
9 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
10 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
11 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
12 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
13 including any transaction contemplated by this Agreement.

14 23. **No Credit Toward Benefit Plans.** The Individual Settlement Payments and
15 individual shares of the PAGA Payment made to Settlement Class Members and/or Aggrieved
16 Employees under this Settlement Agreement, as well as any other payments made pursuant to this
17 Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit
18 plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
19 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
20 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
21 affect any rights, contributions, or amounts to which any Class Members may be entitled under any
22 benefit plans.

23 **C. Funding and Payout of Settlement Funds**

24 24. Mitchell shall deposit the Gross Settlement Amount into the QSF, through the
25 Settlement Administrator, pursuant to § I(L), of the Agreement.

26 25. The Parties agree to take all reasonable steps to expedite moving for preliminary
27 approval, making any revisions required to obtain preliminary approval, taking steps to allow Class
28 Notice to issue, moving for final approval, and taking any steps necessary to obtain final approval.

1 26. No later than ten (10) business days after Mitchell funds the settlement, the
2 Settlement Administrator will mail Individual Settlement Payments and Aggrieved Employee
3 Payments by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved
4 Employees' last known mailing address, payments to Class Counsel for their approved Class
5 Counsel Award, payment to the Class Representative for his court-approved Service Award, and to
6 the LWDA for the Court-approved LWDA Payment.

7 27. Any checks issued to Settlement Class Members and Aggrieved Employees shall
8 remain valid and negotiable for 180 days from the date of their issuance. If a Settlement Class
9 Member and/or Aggrieved Employees does not cash his or her settlement check within 90 days, the
10 Settlement Administrator will send a letter to such persons, advising that the check will expire after
11 the 180th day, and invite that Settlement Class Member and/or Aggrieved Employees to request
12 reissuance in the event the check was destroyed, lost, or misplaced. If any settlement checks remain
13 uncashed more than 180 calendar days after mailing, the Settlement Administrator will pay the funds
14 represented by such un-redeemed checks to the California Unclaimed Property Fund in the name of
15 the Settlement Class Member.

16 28. **Failure to Fund the Gross Settlement Amount.** If after the Effective Date, Mitchell
17 fails to fully fund the Gross Settlement Amount, Plaintiff shall be entitled to all reasonable attorneys'
18 fees, costs and interest in any proceeding to enforce the terms of this Agreement.

19 29. **Certification of the Class.** The Parties stipulate to conditional class certification of
20 the Class for the Class Period for purposes of settlement only. If the Court ultimately refuses the
21 certification or otherwise denies the motion to approve the settlement, the parties agree that the
22 stipulated class certification for settlement purposes will be invalidated and the fact that Mitchell
23 had agreed to the certification of a settlement class cannot be used for any purpose.

24 **IV. NOTICE TO THE CLASS**

25 30. **Class Data.** The Parties agree that, within ten (10) business days after preliminary
26 approval of this Settlement, Mitchell will provide to the Settlement Administrator with the Class
27 Data.
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1 31. **Notice by First Class U.S. Mail.** Upon receipt of the Class Data, the Settlement
2 Administrator will perform a search based on the National Change of Address Database to update
3 and correct any known or identifiable address changes. Within ten (10) business days after receipt
4 of the Class Data, the Settlement Administrator will send Class Members, by first-class mail to their
5 last known address, the Court-approved Notice of Class Action Settlement (“Notice”), in the form
6 which will be attached hereto as Exhibit “A.”

7 32. The Notice shall inform Class Members and Aggrieved Employees that they need
8 not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees’
9 individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator
10 apprised of their current mailing address, to which the Individual Settlement Payments and/or
11 Aggrieved Employees’ individual shares of the Aggrieved Employee Payment will be mailed
12 following the Funding Date. The Notice shall set forth the release to be given by all members of
13 the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees
14 in exchange for an Individual Settlement Payment and/or Aggrieved Employees’ individual shares
15 of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member
16 during the Class Period, and number of Pay Periods worked by each Aggrieved Employee during
17 the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they
18 do not request to be excluded from the Settlement and each Aggrieved Employees’ share of the
19 Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to
20 determine Class Members’ Workweeks and PAGA Pay Periods. The Notice will also advise the
21 Aggrieved Employees that they will receive their share of the Aggrieved Employee Payment
22 regardless of whether they request to be excluded from the Settlement. The Notice Packet’s mailing
23 envelope shall include the following language: “IMPORTANT LEGAL DOCUMENT- YOU MAY
24 BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY
25 TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
26 NOTICE.”

27 33. **Undeliverable Notices.** Any Notice Packets returned to the Settlement
28 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any

1 forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding
2 address is provided, the Settlement Administrator shall promptly attempt to determine a correct
3 address by lawful use of skip-tracing, or other search using the name, address and/or Social Security
4 number of the Class Member involved, and shall then perform a re-mailing, if another mailing
5 address is identified by the Settlement Administrator. In addition, if any Class Member who is
6 currently employed by Mitchell, is returned to the Settlement Administrator, as non-delivered and
7 no forwarding address is provided, the Settlement Administrator shall notify Mitchell. Mitchell will
8 request that the currently employed Class Member provide a corrected address and transmit to the
9 Settlement Administrator any corrected address provided by the Class Member. Class Members
10 who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15)
11 days from the original Response Deadline.

12 **V. ADMINISTRATION PROCESS**

13 34. **Disputes Regarding Individual Settlement Payments.** Class Members will have
14 the opportunity, should they disagree with Mitchell's records regarding the start and end dates of
15 employment, to provide documentation and/or an explanation to show contrary dates. If there is a
16 dispute, the Settlement Administrator will consult with the Parties to determine whether an
17 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
18 amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement
19 Administrator's determination of the eligibility for and amount of any Individual Settlement
20 Payment shall be binding upon the Class Member and the Parties.

21 35. **Disputes Regarding Administration of Settlement.** Any disputes not resolved by
22 the Settlement Administrator concerning the administration of the Settlement will be resolved by
23 the Court under the laws of the State of California. Before any such involvement of the Court,
24 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
25 involving the Court.

26 36. **Requests for Exclusion.** Class Members may opt out of the class by submitting a
27 written request for exclusion to the Settlement Administrator by the Response Deadline. The written
28 request for exclusion must state that the Class Member wishes to exclude himself or herself from

1 the Settlement and (1) must contain the name, address, and the last four digits of the Social Security
2 number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be
3 postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator
4 at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice
5 stating in substance that he or she wishes to be excluded from the settlement of the class action
6 lawsuit entitled *Louis Carabetta v. Mitchell Repair Information Company, LLC, et al.*, currently
7 pending in Superior Court of San Diego, Case No. 37-2024-00020244-CU-OE-CTL. The request
8 for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member,
9 or if it does not contain the name and address and last four digits of the Social Security number of
10 the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request
11 for exclusion shall be the exclusive means used to determine whether the request for exclusion was
12 timely submitted. Any Class Member who submits a timely request for exclusion shall be excluded
13 from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be
14 otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment
15 thereon. However, any Class Member that submits a timely request for exclusion that is also an
16 Aggrieved Employee will still receive his/her pro rata share of the Aggrieved Employee Payment,
17 as specified below. Class Members who fail to submit a valid and timely request for exclusion on
18 or before the Response Deadline shall be bound by all terms of the Settlement and any final
19 judgment entered in this Action if the Court approves the Settlement. No later than seven (7)
20 calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for
21 the Parties with a final list of the Class Members who have timely submitted timely requests for
22 exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
23 members of the Class to submit requests for exclusion from the Settlement.

24 **37. Objections.** Class Members can object to the Settlement by submitting a written
25 statement of objection to the Settlement Administrator, and must do so no later than the Response
26 Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that
27 a Notice of Objection was served timely. The Notice of Objection must include: (1) the Class
28 Member's name; (2) the Class Member's address; (3) the last four numbers of the Class Member's

1 social security number; (4) the case name and number; (5) the basis for the objection; (6) whether
2 the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing;
3 and (7) the Class Member's signature. Copies of any objections and the Parties' response thereto
4 will be submitted to the Court no later than five days before the final approval hearing, unless the
5 Court orders otherwise. To the extent an individual fails to make a timely objection in the manner
6 specified above may still make their objections orally at the Final Approval/Settlement Fairness
7 Hearing with the Court's permission. At no time shall any of the Parties or their counsel seek to
8 solicit or otherwise encourage Class Members to file or serve written objections to the Settlement
9 or appeal from the Order and Final Judgment. Class Members who submit a written request for
10 exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.
11 If more than 10% of the Class Members elect to opt out of the settlement, Mitchell shall have the
12 option to rescind the settlement agreement with the parties returning to the status quo before
13 mediating the action. In such an event, the parties' aborted agreement to settle shall not be
14 admissible for any purpose.

15 38. The Settlement Administrator will use the Class Data provided by Mitchell to
16 calculate each Class Member's share of the NSA. The Settlement Administrator shall be responsible
17 for calculating the payments, issuing the payments and any required tax reporting forms, and for
18 communicating this information to counsel for Mitchell and Class Counsel. Upon completion of its
19 calculation of payments, the Settlement Administrator shall provide Plaintiff and Mitchell with a
20 report listing the amount of all payments to be made to each Settlement Class Member, and Mitchell
21 shall have five (5) days to verify the calculations. If no objections to the Settlement Administrator's
22 calculations are made within such time, the Settlement Administrator's calculations shall be deemed
23 to be correct. Proof of payment will be provided to the Parties' counsel and shall be filed with the
24 Court via a declaration from the Settlement Administrator.

25 **VI. CLASS RELEASE AND PAGA RELEASE**

26 39. **Release by Settlement Class Members.** As of the Funding Date, in exchange for
27 the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release
28 the Released Parties from the Released Class Claims for the Class Period

1 40. **Release by Plaintiff and the State of California.** As of the Funding Date, in
2 exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State
3 of California release the Released Parties from the Released PAGA Claims for the PAGA Period.

4 **VII. PRELIMINARY APPROVAL**

5 41. The Parties shall promptly submit this Stipulation of Settlement to the Court in
6 support of a request for preliminary approval and determination by the Court as to its fairness,
7 adequacy, and reasonableness. As soon as practicable after this Stipulation of Settlement is fully
8 executed, the Parties shall apply to the Court for the entry of a preliminary approval order
9 substantially in the form attached hereto as Exhibit “B” which would accomplish the following:

- 10 a. Scheduling a final fairness hearing on the question of whether the proposed
11 settlement, the Class Representative’s Service Award, and the requested
12 Class Counsel Award should be finally approved as fair, reasonable, and
13 adequate as to the Class Members;
- 14 b. Approving as to form and content the proposed Notice and directing the
15 mailing of the Notice, by first-class mail, to the Class Members;
- 16 c. Preliminarily approving the settlement subject only to the objections of Class
17 Members and final review by the Court; and
- 18 d. Preliminarily approving the use of a mutually agreed Settlement
19 Administrator consistent with the Parties’ agreement.

20 **VIII. FINAL APPROVAL**

21 42. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for
22 Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following
23 the expiration of the Response Deadline, which motion shall request final approval of the
24 Settlement and a determination of the amounts payable for the Service Award, the Class Counsel
25 Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide
26 Mitchell with a draft of the Motion at least three (3) business days prior to the filing of the Motion
27 to give Mitchell an opportunity to propose changes or additions to the Motion.

1 43. **Declaration by Settlement Administrator.** No later than seven (7) days after the
2 Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's
3 motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-
4 mailed to Class Members, the number of undeliverable Notice Packets, the number of timely
5 requests for exclusion, the full names of any Class Members who opt out of the Settlement, the
6 number of objections received, the amount of the average, lowest, and highest Individual Settlement
7 Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the
8 Settlement Administration Costs, and any other information as the Parties mutually agree or the
9 Court orders the Settlement Administrator to provide.

10 44. **Final Approval Order and Judgment.** Class Counsel shall present an Order
11 Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment
12 thereon, at the time Class Counsel files the Motion for Final Approval.

13 **IX. ADDITIONAL PROVISIONS**

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

22 46. The Parties agree fully to cooperate with each other to accomplish the terms of this
23 Stipulation of Settlement, including, but not limited to, execution of such documents and to take
24 such other action as may reasonably be necessary to implement the terms of this Stipulation of
25 Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all
26 efforts contemplated by this Stipulation of Settlement and any other efforts that may become
27 necessary by order of the Court or otherwise, to effectuate this Stipulation of Settlement and the
28 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class

1 Counsel shall, with the assistance and cooperation of Mitchell and its counsel, take all necessary
2 steps to secure the Court's final approval of this Stipulation of Settlement.

3 47. The Parties hereto represent, covenant, and warrant that they have not, directly or
4 indirectly, assigned, transferred, or encumbered, or purported to assign, transfer, or encumber, to
5 any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
6 herein released and discharged except as set forth herein.

7 48. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is
8 to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
9 part of Mitchell. Mitchell specifically denies any liability. Plaintiff has claimed and continues to
10 claim that the Released Class Claims and Released PAGA Claims have merit and give rise to
11 liability on the part of Mitchell. Each of the Parties hereto has entered into this Stipulation of
12 Settlement with the intention to avoid further disputes and litigation with the attendant
13 inconvenience and expenses.

14 49. Neither Plaintiff nor Class Counsel will publicize the Settlement in any way prior to
15 preliminary approval except as required by this Agreement. This provision shall not prohibit any
16 Party's counsel from communicating with members of the Class who reach out to Class Counsel
17 with questions about the Settlement. Nothing herein will restrict Class Counsel from including
18 publicly available information regarding this settlement in future judicial submissions regarding
19 Class Counsel's qualifications and experience. After preliminary approval, Class Counsel may post
20 information about the settlement on their respective websites.

21 50. Mitchell agrees that it will not retaliate or discriminate against or take any other
22 adverse employment action against any member of the Settlement Class as a result of this Lawsuit,
23 the Settlement or their participation in this Lawsuit or Settlement.

24 51. The Parties agree that the terms and conditions of this Stipulation of Settlement are
25 the result of lengthy, intensive arms-length negotiations between the Parties and that this Stipulation
26 of Settlement shall not be construed in favor of or against any Party by reason of the extent to which
27 any Party or his, her, or its counsel participated in the drafting of this Stipulation of Settlement.

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1 52. Paragraph titles or captions contained herein are inserted as a matter of convenience
2 and for reference and in no way define, limit, extend, or describe the scope of this Stipulation of
3 Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and
4 not merely a recital.

5 53. This Stipulation of Settlement may not be changed, altered, or modified, except in
6 writing and signed by the Parties or their counsel. This Stipulation of Settlement may not be
7 discharged except by performance in accordance with its terms or by a writing signed by the Parties
8 hereto.

9 54. No other agreements, understandings, representations, or statements, except for those
10 expressly provided herein, have been made by a Party to induce execution of this Stipulation of
11 Settlement. No rights hereunder may be waived except in writing.

12 55. This Stipulation of Settlement may be executed in counterparts electronically
13 (including by DocuSign), and when each Party has signed and delivered at least one such
14 counterpart, each counterpart shall be deemed an original, and, when taken together with other
15 signed counterparts, shall constitute one Stipulation of Settlement, which shall be binding upon and
16 effective as to all Parties.

17 56. All terms of this Agreement and the Exhibit and any disputes shall be governed by
18 and interpreted according to the laws of the State of California

19 57. This Agreement shall be binding upon, and inure to the benefit of, the successors or
20 assigns of the Parties, as previously defined.

21 58. The Parties agree to stay all proceedings in the Action, except such proceedings
22 necessary to implement and complete the Settlement, pending the Final Approval/Settlement
23 Fairness Hearing to be conducted by the Court.

24 59. **Entire Agreement.** This Agreement and any attached Exhibit constitute the entire
25 Agreement among these Parties, and no oral or written representations, warranties or inducements
26 have been made to any Party concerning this Agreement or its Exhibit other than the
27 representations, warranties and covenants contained and memorialized in this Agreement and its
28 Exhibit.

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60. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.


61. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

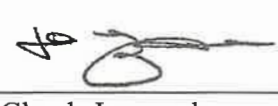
62. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

Dated: October 3, 2025 
Louis Carabetta (Oct 3, 2025 19:57:35 PDT)
Louis Carabetta, Plaintiff

Dated: October 7, 2025 
for Mitchell Repair Information Company, LLC

Approved as to Form and Content by Counsel:

Dated: October 6, 2025 
Shani Zakay
Counsel for Plaintiff and the Settlement Class

Dated: October 6, 2025 
Jean-Claude Lapuyade
Counsel for Plaintiff and the Settlement Class


Dated: October 7, 2025 
Thomas R. Kaufman
Counsel for Defendants

EXHIBIT A

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

*(Carabetta v. Mitchell Repair Information Company, LLC, et al., San Diego Superior
Court Case No. 37-2024-00020244-CU-OE-CTL)*

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

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

Why did I get this Notice?

A proposed class and representative 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 Louis Carabetta (“Plaintiff”) and Defendant Mitchell Repair Information Company, LLC (“Defendant” or “Mitchell”). 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 individuals who currently or formerly worked for Mitchell Repair Information Company, LLC as an hourly non-exempt employee in California at any time during the period between April 30, 2020, through July 31, 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.

What is this class action lawsuit about?

On April 30, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. That same day, Plaintiff filed a class action

complaint in the San Diego Superior Court, Case No. 37-2024-00020244-CU-OE-CTL (the “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 Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 & 203; and; (8) Failure To Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802. On October 17, 2024, Plaintiff filed a first amended complaint (“Operative Complaint”) in the Action to add a 9th cause of action for Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*].

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative is 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 Industrial Welfare Commission Wage Orders.

On July 31, 2025, the Parties participated in an all-day mediation presided over by Steven J. Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. Following mediation, the Parties reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, 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.

What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Nine Hundred Eighty Thousand Dollars and Zero Cents (\$980,000.00) (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.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the 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 \$7,490.00 for expenses, including expenses of sending 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 one-third of the Gross Settlement Amount (\$326,666.67) and actually incurred litigation expenses of not more than \$35,000 for all expenses incurred as documented in Class Counsel's billing records, both 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. Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for his services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$50,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$12,500 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 during any such workweek.
- 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 persons who are or previously were employed by Mitchell in California and classified as non-exempt employees at any time during the PAGA Period. The PAGA Period is defined as the period from April 30, 2023, through July 31, 2025.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. 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. Twenty percent (20%) 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. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties and interest (“Penalties and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the Penalties 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.

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 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action, contingent or accrued for, which would reasonably arise from the factual allegations or legal claims asserted in the class claims in Operative Complaint in the Action and which occurred during the Class Period. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant Plaintiff, the LWDA and the State of California shall release all Released PAGA Claims that occurred during the PAGA Period as to the Released Parties. “Released PAGA Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action, contingent or accrued for, which would reasonably arise from the factual allegations or legal claims asserted under PAGA in the Operative Complaint in the Action and in Plaintiff’s PAGA notice to the LWDA and which occurred during the PAGA Period. “Released Parties” means Mitchell and Snap-On Incorporated, and any of its and their parent, subsidiary, affiliate, predecessor or successor, and all agents, exempt employees, officers, directors, and attorneys thereof.

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.

How much will my payment be?

Defendant's records reflect that you have << >> Workweeks worked during the Class Period (April 30, 2020, through July 31, 2025).

Based on this information, your estimated Individual Settlement Payment is << >>.

Defendant's records reflect that you have << >> pay periods worked during the PAGA Period (April 30, 2023, through July 31, 2025).

Based on this information, your estimated Aggrieved Employee Payment is << >>.

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 [redacted] [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

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, 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The Court will hold a hearing on [redacted] 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 <https://apexclassaction.com/>

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 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 [redacted]. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, 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 *Carabetta v. Mitchell Repair Information Company, LLC, et al.*, San Diego Superior Court Case No. 37-2024-00020244-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 [REDACTED], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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 entitled *Carabetta v. Mitchell Repair Information Company, LLC, et al.*, San Diego Superior Court Case No. 37-2024-00020244-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 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Email: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com

Counsel for Defendant:

Thomas Kaufman, Esq.
Gregg A. Fisch, Esq.
SHEPPARD MULLIN RICHTER &
HAMPTON, LLP.
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067-6017
T : (310) 228-3700
tkaufman@sheppardmullin.com
gfish@sheppardmullin.com

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-63, located at 330 W. Broadway, San Diego, CA 92101 before Judge Hon. Katherine A. Bacal. 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.

How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Carabetta v. Mitchell Repair Information Company, LLC, et al.*, San Diego Superior Court Case No. 37-2024-00020244-CU-OE-CTL. Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o Apex Class Action.

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 <https://apexclassaction.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 pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.