

F I L E D
San Diego Superior Court

JUN 26 2026

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

IN AND FOR THE COUNTY OF SAN DIEGO

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

Plaintiffs,

v.

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

Defendants.

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

Action Filed: April 30, 2024

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: June 26, 2026

Time: 1:30 p.m.

Judge: Hon. Katherine Bacal
Dept.: C-63

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") duly came on for hearing on June 26,
3 2026, before the above-entitled Court. JCL Law Firm, APC and the Zakay Law Group, APLC
4 appeared on behalf of Plaintiff LOUIS CARABETTA ("Plaintiff"). Sheppard Mullin Richter &
5 Hampton LLP appeared on behalf of Defendants MITCHELL REPAIR INFORMATION
6 COMPANY, LLC and SNAP-ON INCORPORATED (collectively, "Defendants" or "Mitchell").

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. 37-2024-
15 00020244-CU-OE-CTL, entitled *Louis Carabetta v. Mitchell Repair Information Company, LLC*,
16 *et al.* and over all 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., of JCL
25 Law Firm, APC and Shani Zakay, Esq. of Zakay Law Group, APLC (hereinafter "Class Counsel"),
26 are qualified to serve as counsel for the Class Representative and the Class.

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1 **Preliminary Approval of the Settlement**

2 4. On January 23, 2026, 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 February 17, 2026.
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 April 3, 2026. There
14 was an adequate interval between notice and deadline to permit Class Members to choose what to
15 do and act on their decision. No Class Members objected. One Class Member requested exclusion.
16 99.77% of the Class Members will be participating in the Settlement and will be sent Individual
17 Settlement Payments. The name of the Class Member who requested exclusion is Kenneth Wagner.

18 **Fairness Of the Settlement**

19 7. The Agreement provides for a Gross Settlement Amount of \$980,000.00.
20 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
21 Cal.App.4th 1794, 1801.)

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

25 b. The Parties' investigation and discovery have been sufficient to allow
26 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 Kenneth Wagner.

6 e. The participation rate is high. 99.77% 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 Three Hundred Sixty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
18 (361,666.67), consisting of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount,
19 or Three Hundred Twenty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
20 (\$326,666.67) and reimbursement of attorneys' expenses in an amount not to exceed Thirty-Five
21 Thousand Dollars and Zero Cents (\$35,000).

22 11. An award to Class Counsel of Three Hundred Fifty-Four Thousand Seven
23 Hundred Four Dollars and One Cent (\$354,704.01) to comprised of attorneys' fees in the amount of
24 Three Hundred Twenty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
25 (\$326,666.67) and reimbursement of attorneys' expenses in the amount of Twenty-Eight Thousand
26 Thirty-Seven Dollars and Thirty-Four Cents (\$28,037.34) is reasonable in light of the contingent
27 nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
28 Counsel. The requested attorneys' fees award represents 1/3 of the common fund, which is

1 reasonable and at the low end of the range for fee awards in common fund cases and is supported
2 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 \$7,490.00. The Declaration of the Settlement Administrator provides that
11 the actual settlement administration costs were \$7,490.00. 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 individuals who currently or formerly worked
19 for Mitchell as an hourly non-exempt employee in California at any time during the Class Period.
20 The Class Period is during the period beginning April 30, 2020, through July 31, 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. Upon entry of final judgment and full funding of the Gross Settlement
28 Amount, each Settlement Class Member shall release the "Released Parties" from the "Released

1 Class Claims” and Plaintiff, the LWDA, and the State of California shall release the “Released
2 Parties” from the “Released PAGA Claims.”

3 a. The “Released Parties” are defined as Mitchell and any of its and their
4 parent, subsidiary, affiliate, predecessor or successor, and all agents, exempt employees, officers,
5 directors, and attorneys thereof.

6 b. The “Released Class Claims” are defined as any and all claims, debts,
7 liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, action or
8 causes of action, contingent or accrued for, which would reasonably arise from the factual
9 allegations or legal claims asserted in the class claims in Operative Complaint in the Action and
10 which occurred during the Class Period.

11 5. The “Released PAGA Claims” are defined as any and all claims, debts,
12 liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, action or
13 causes of action, contingent or accrued for, which would reasonably arise from the factual
14 allegations or legal claims asserted under PAGA in the Operative Complaint in the Action and in
15 Plaintiff’s PAGA notice to the LWDA and which occurred during the PAGA Period.

16 6. The Court hereby confirms Plaintiff Louis Carabetta as the Class
17 Representative in this Action.

18 7. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law
19 Firm, APC, and Shani Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel.

20 8. Class Counsel are awarded Three Hundred Fifty-Four Thousand Seven
21 Hundred Four Dollars and One Cent (\$354,704.01) comprised of attorneys’ fees in the amount of
22 one-third of the Gross Settlement Amount, or Three Hundred Twenty-Six Thousand Six Hundred
23 Sixty-Six Dollars and Sixty-Seven Cents (\$326,666.67) and reimbursement of litigation expenses
24 in the amount of Twenty-Eight Thousand Thirty-Seven Dollars and Thirty-Four Cents (\$28,037.34).
25 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants,
26 Plaintiff, or members of the Class.

27 9. The payment of the Service Award to Plaintiff in the amount of \$10,000.00
28 is approved.

1 10. The payment of \$7,490.00 to the Settlement Administrator for Settlement
2 Administration Costs is approved.

3 11. The PAGA Payment of \$50,000.00 is hereby approved as fair, reasonable,
4 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
5 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
6 or collusion.

7 12. Final Judgment is hereby entered in this action. The Final Judgment shall
8 bind each Settlement Class Member.

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

12 14. The term "Aggrieved Employees" is hereby defined as all persons who are
13 or previously were employed by Mitchell in California and classified as non-exempt employees at
14 any time during the PAGA Period. The PAGA Period is the period beginning April 30, 2023,
15 through July 31, 2025.

16 15. The Agreement is not an admission by Defendants, nor is this Final Approval
17 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
18 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
19 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
20 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
21 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
22 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
23 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
24 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
25 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
26 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
27 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
28 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the

1 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
2 or issue preclusion or similar defense as to the claims being released by the Settlement.

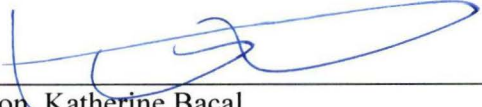
3 16. Notice of entry of this Final Approval Order and Judgment shall be given by
4 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
5 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
6 Approval Order and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

8 17. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
9 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
10 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
11 connection with the distribution of settlement benefits.

12 18. If the Settlement does not become final and effective in accordance with the
13 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
14 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
15 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
16 be vacated.

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18 **IT IS SO ORDERED.**

19 DATED: 6/26, 2026
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23 Hon. Katherine Bacal
24 Judge, Superior Court for the State of California,
25 County of San Diego
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