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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

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
MOTION FOR 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 I, Jean Claude Lapuyade, declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record
5 for Plaintiff Louis Carabetta (hereinafter "Plaintiff" or "Class Representative") in this wage and hour
6 class action filed against Defendants Mitchell Repair Information Company, LLC and Snap-On
7 Incorporated (collectively "Mitchell").

8 2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of
9 Class Action and PAGA Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
12 of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement"). Attached
13 thereto as **Exhibit A** is a true and correct copy of the Notice of Pendency of Class and Representative
14 Action Settlement and Final Hearing Date ("Class Notice").

15 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the January 23, 2026,
16 Preliminary Approval Order.

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the proof of filing the
18 proposed Settlement with the LWDA.

19 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the June 1, 2026, proof of
20 filing this motion seeking final approval of this Settlement with the LWDA.

21 7. Attached hereto as **Exhibit "5"** is a true and correct copy of JCL Law Firm, APC's
22 "Transaction Summary" detailing the JCL Law Firm, APC's actually incurred litigation expenses for
23 this matter as of June 1, 2026. As shown in detail in the attached transaction summary, the JCL Law
24 Firm, APC, incurred a total of \$28,037.34 in litigation costs prosecuting this action, including an
25 anticipated \$250 in additional costs to bring this case to its conclusion, including but not limited to,
26 filing fees associated with this Motion for Final Approval of Class Action and PAGA Settlement, and
27 compliance declarations. These costs are exclusive of the costs incurred by co-counsel Zakay Law
28 Group, APLC.

8. Attached hereto as **Exhibit “6”** is a true and correct copy of JCL Law Firm, APC’s “Time and Billing Journal” detailing JCL Law Firm, APC’s total hours and fees for this matter as of June 1, 2026. Each entry was made contemporaneously and in the ordinary course of the JCL Law Firm, APC’s usual course of business. The attached Billing Journal shows that the JCL Law Firm, APC billed a total of 144.55 hours for a total of \$101,745.00 successfully litigating this action.

9. Attached hereto as **Exhibit “7”** is a true and correct copy of the JCL Law Firm, APC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has been appointed Class Counsel.

II. INTRODUCTION

10. An objective evaluation of the proposed settlement of \$980,000.00 (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations between experienced counsel, guided by the wisdom and experience of Mediator Steven J. Rottman, Esq., an experienced mediator of class and PAGA actions. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately \$550,843.33, with an average Individual Settlement Payment of **\$1,293.06**, a high payment of \$3,001.37, and a low payment of \$21.83. Aggrieved Employees will receive an estimated average Individual Settlement Payment of **\$43.71**, a high payment of \$66.57, and a low payment of \$1.13. Declaration of Katie Tran (“Apex Dec.”), ¶¶ 15-18.

11. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness.

III. OVERVIEW OF THE LITIGATION

12. Mitchell produces software for automobile repair shops throughout the state of California, including San Diego County, where Plaintiff worked. Plaintiff was employed by Mitchell from September 2020 to November 2024. Plaintiff was classified as a non-exempt employee, paid on an

hourly basis, and entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Plaintiff was subject to Mitchell's policies and procedures.

13. On April 30, 2024, Plaintiff served Mitchell and the Labor and Workforce Development Agency ("LWDA") with a PAGA Notice that set forth the facts and theories supporting Mitchell's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commission's Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA").

14. On April 30, 2024, Plaintiff filed a class action complaint in the San Diego Superior Court alleging causes of action for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code §2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code §226; and (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203 (the "Action").

15. On June 12, 2024, Plaintiff filed a representative action complaint in the San Diego Superior Court alleging one cause of action for violations of PAGA. On September 17, 2024, Plaintiff filed a first amended complaint in the Action ("Operative Complaint") to add a 9th cause of action for Violations of PAGA. Plaintiff subsequently dismissed the separate PAGA action.

16. Generally, Plaintiff claims that Mitchell failed to pay for all hours worked, failed to provide meal and rest breaks, failed to reimburse employees for mandatory business expenses, and failed to timely pay all wages due upon separation of employment. Mitchell forcefully denies liability for each of Plaintiff's claims and asserts that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, asserting that they paid for all hours worked, maintained compliant meal and rest period policies, reimbursed employees for business expenses, and timely paid all wages due upon separation of employment.

1 17. After engaging in formal discovery, the Parties agreed to mediate the Action. Mitchell
2 informally produced data subject to the mediation privilege, including a sample of Class Member time
3 and payroll data and wage and hour policies. Class Counsel retained forensic consultants at Berger
4 Consulting Group (“BCG”) to analyze the time and payroll data.

5 18. On July 31, 2025, the Parties attended mediation with Steven J. Rottman, Esq., a mediator
6 of class and PAGA actions. The Mediator helped manage the Parties’ expectations and provided a
7 neutral analysis of the issues and risks to both sides. The Parties made substantial progress with the
8 Mediator’s assistance as the Parties exchanged information regarding their respective claims, defenses,
9 and evaluation of damages. Although the mediation concluded without a settlement, the Parties
10 continued to negotiate until they reached a settlement. Subsequently, the Parties drafted and negotiated
11 a long-form settlement agreement, which is the subject of the instant motion.

12 19. On January 23, 2026, this Court granted preliminary approval of the Settlement.

13 **IV. THE SETTLEMENT BEFORE THE COURT**

14 20. The Court preliminarily approved a Gross Settlement Amount of \$980,000.00. The Gross
15 Settlement Amount is all-in with no reversion to Mitchell. Agreement, ¶ I(M). The Net Settlement
16 Amount shall be used for the payment of all Individual Settlement Payments. The Settlement
17 Administrator will calculate Individual Settlement Payments by adding up the total number of
18 Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided
19 by the total Workweeks, resulting in the Payment Ratio for each Class Member. Each Class Member’s
20 Payment Ratio is multiplied by the Net Settlement Amount to calculate estimated Individual
21 Settlement Payments. Agreement, ¶ III(18). The Settlement Administrator estimates the average
22 Individual Settlement Payment is **\$1,293.06** and the highest is \$3,001.37.

23 21. As set forth in the Agreement, \$50,000.00 of the Gross Settlement Amount was allocated
24 for civil penalties under the PAGA (“PAGA Payment”). 75% of the PAGA Payment will be paid to
25 the California Labor and Workforce Development Agency (“LWDA Payment”) and the remaining
26 25% will be distributed to the Aggrieved Employees (“Aggrieved Employee Payment”). Agreement,
27 ¶ III(15). The Settlement Administrator estimates that aggrieved employees will receive an average
28 Individual Settlement Payment of **\$43.71**, and a high payment of **\$66.57**.

22. Given the complexities of this case, the defenses asserted, and the uncertainties of class certification, proof at trial and appeal, the proposed settlement is fair and should be granted final approval.

V. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation.

23. As detailed in the motion for preliminary approval, Class Counsel thoroughly investigated the claims, applicable law, and potential defenses. Class Counsel obtained time, payroll, and policy records, and data regarding the number of Class Members, workweeks, and pay periods to assess damages before mediation. BCG analyzed the data to formulate damage models estimating Mitchell's liability exposure. Class Counsel's investigation, research, and experience guided the mediated negotiations that resulted in this settlement.

B. The Parties Settled Following Mediation.

24. The Settlement is a result of a mediation with a respected mediator and continued meet and confer efforts to negotiate the Settlement. The negotiations were conducted at arm's length and tempered by the efforts of both sides to serve the interests of their clients.

C. Class Counsel is Experienced in Similar Litigation.

25. Plaintiff is represented by competent and experienced counsel to pursue his claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), John L. Nitti, Esq. (Associate Attorney), Carolina Faccin, Esq. (Associate Attorney), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), Hana McAnally (Law Clerk), Allysa Castillo (Legal Assistant), Elsa Torres (Legal Assistant), Lizeth Ponce (Legal Assistant), Reyna Garcia (Legal Assistant), and Sabrina Carle-Parra (Secretary). Additionally, as detailed below, three former attorneys of the JCL Law Firm, APC worked on this matter. Monnett De La Torre, Esq., is a former Senior Associate Attorney of JCL Law Firm, APC, and is currently Senior Counsel at Wilson Turner Kosmo LLP. Andrea Amaya, Esq., is a former Associate Attorney of JCL Law Firm, APC, and

1 is currently an Associate Attorney at D. Law. Kendall Garald, Esq., is a former Associate Attorney of
2 JCL Law Firm, APC and is currently an Associate Attorney at Pettit Kohn Ingrassia Lutz & Dolin LP.

3 26. I am qualified to represent the Plaintiff, the Class Members, the State of California, and
4 the Aggrieved Employees. I have extensive experience with wage and hour class and representative
5 actions litigation like this matter, and employment matters in general. Additionally, I have extensive
6 complex mass tort litigation experience and complex construction product liability experience. I can,
7 will and have adequately represented the interests of the Plaintiff, the Class Members, the State of
8 California, and the Aggrieved Employees throughout this action.

9 27. I have represented consumers and employees in California class actions, and complex
10 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
11 plaintiffs' civil litigation attorney since April 2007.

12 28. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
13 Employees. I have extensive experience with wage and hour class and representative actions litigation
14 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
15 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "7."** Some of the
16 major cases the Firm has undertaken are also set forth in **Exhibit "7."**

17 29. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
18 favorable verdict for the firm's clients.

19 30. Finally, I have published appellate experience in *William Blanchette et al., v. The*
20 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge*
21 *Holding Co. LLC* (2023) 92 Cal.App.5th 59.

22 31. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,
23 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super
24 Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see
25 https://www.superlawyers.com/about/selection_process.html.) Additionally, I have been named a
26 Super Lawyer for Employment Law in 2025 and 2026.

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1 **D. The Settlement Class Responded Positively to the Settlement**

2 32. The reaction of the Settlement Class unequivocally supports approval of the Settlement.
3 To date, only one of the 427 Class Members opted out of the Settlement. Moreover, there are zero
4 objections. Stated differently, 99.77% of the Settlement Class has chosen to participate in the
5 Settlement.

6 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

7 33. Although Plaintiff and Class Counsel believe that their case has merit, they recognize the
8 potential risks both sides would face if litigation of this action continued.

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

18 35. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
19 issue of Mitchell's liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
20 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor of
21 plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209
22 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were
23 predominantly individualized questions of fact not susceptible to class treatment.").

24 36. Finally, even if a class is certified and Mitchell is found liable for the class claims alleged,
25 post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and
26 decertification of the class. These risks are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th
27 Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded a judgment against
28

1 an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgment
2 in favor of the employer.

3 37. The examples cited above illustrate that the uncertainty of obtaining certification through
4 a contested motion is a significant risk factor favoring settlement. Although Plaintiff is confident about
5 the strength of his claims, he nevertheless recognizes that Mitchell has factual and legal defenses that,
6 if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing
7 landscape of wage and hour litigation can drastically affect the value of Plaintiff's claims and, in fact,
8 already has.

9 38. Here, class certification would have been disputed and was not a foregone conclusion.
10 Where both sides face significant uncertainty, as here, the attendant risks favor settlement. *Hanlon v.*
11 *Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026). Plaintiff and Class Counsel recognize the
12 expense and length of a trial through possible appeals, which could take years. In arriving at their
13 informed belief that the settlement is fair, Class Counsel accounted for the uncertain outcome and risk
14 inherent in complex actions such as this one. Class Counsel also recognizes the inherent problems of
15 proof under, and alleged defenses to, the claims asserted. Moreover, post-trial motions and appeals
16 would have been inevitable. Costs would have mounted, and recovery would have been delayed if not
17 denied, thereby reducing the benefits of an ultimate victory. Based upon their evaluation, Plaintiff and
18 Class Counsel have determined that the Settlement is in the best interest of the Class, is fair, reasonable,
19 and should be granted final approval.

20 **F. The Gross Settlement Amount is Fair and Reasonable.**

21 39. As detailed at the time of preliminary approval, the Gross Settlement Amount of
22 \$980,000.00 is fair and reasonable considering the nature and magnitude of the claims being settled
23 and the various potential impediments to recovery. Class Counsel developed varied economic damages
24 models measuring Mitchell's liability exposure while accounting for the uncertainties of continued
25 litigation. The various models were informed by Class Counsel's investigation, including the analysis
26 of a significant sample of time and payroll data. As detailed during the preliminary approval process,
27 Class Counsel projected a range of Mitchell's liability exposure for the claims asserted on behalf of
28 the Settlement Class. The Gross Settlement Amount represents approximately 17.81% of Mitchell's

1 total liability exposure and 8.23% of Mitchell 's *maximum* class-wide exposure as estimated by Class
2 Counsel at the time of mediation.

3 40. Clearly the goal of this litigation to obtain redress for the class has been met by this
4 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length
5 negotiations between experienced counsel, the settlement is entitled to final approval.

6 **VI. THE PENALTIES UNDER PAGA ARE REASONABLE**

7 41. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$50,000.00
8 which is 5.10% of the Gross Settlement Amount. This amount falls well within the range of approved
9 PAGA Payments. 75% of the PAGA Settlement (\$37,500.00) will be paid to the LWDA ("LWDA
10 Payment") and the remaining 25% of the PAGA Payment (\$12,500.00) will be distributed to the
11 Aggrieved Employees, which is within the range of PAGA Payment approved by courts and should be
12 approved.

13 42. On December 23, 2025, Class Counsel gave the LWDA notice of this Settlement and
14 proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with
15 the LWDA. On June 1, 2026, Plaintiff gave the LWDA notice of this motion seeking final approval of
16 the settlement.

17 **VII. CLASS COUNSEL'S REQUEST FOR FEES AND COSTS**

18 43. As part of the settlement, the parties agreed to a payment of attorneys' fees in the amount
19 of one-third of the Gross Settlement Amount (\$326,666.67) and attorneys' expenses of up to
20 \$35,000.00. The requested attorneys' fees are fair compensation and respectfully, should be approved.
21 Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a contingent
22 basis. The attorneys' fees are within the historically recognized range of attorneys' fees awarded in
23 common fund class action settlements – between 25% and 50% – and are supported by Class Counsel's
24 lodestar cross-check with a reasonable 2.2 multiplier. That is within the recognized multiplier range of
25 between 2 and 4¹. The reasonableness of the requested attorneys' fees is confirmed by reference to the
26 lodestar with a reasonable multiplier with significant work still to be performed.

27 ¹ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with 2 multiplier); *Wershba v. Apple Computer*, 91 Cal.
28 App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4).

1 44. The Agreement provides for payment of the Class Counsel Award from the common
2 fund. Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the
3 common fund doctrine. The requested attorneys' fees of one-third of the Gross Settlement Amount is
4 consistent with many fee awards in similar wage and hour class actions and is in the middle of
5 historically recognized range of attorneys' fees awarded in common fund settlements.

6 45. The attorneys' fees request should be awarded based upon the Gross Settlement Amount
7 in accordance with *Laffitte*, i.e., percentage of the fund with a lodestar cross check. As explained below,
8 the reasonableness of the requested \$326,666.67 attorneys' fees is further supported by the lodestar
9 cross-check.

10 **A. Class Counsels' Lodestar Supports the Requested Attorneys' Fees**

11 46. Class Counsel's lodestar to date is \$151,520.00 *exclusive of costs*, with significant work
12 remaining.

13 47. Because the Settlement in this case is a pure common fund case, and the percentage of
14 the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an
15 award based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports
16 the requested attorneys' fees with a multiplier well within the recognized range reasonableness.

17 48. Although no rigid formula applies, an analysis of each of the following "basic factors"
18 that California courts typically consider further supports the reasonableness of a fee request: (1) the
19 result class counsel obtained; (2) the time and labor required of the attorneys; (3) the contingent nature
20 of the case and the delay in payment to class counsel; (4) the extent to which the nature of the litigation
21 precluded other employment by class counsel; (5) the experience, reputation, and ability of the
22 attorneys who performed the services, the skill they displayed in the litigation, and the novelty,
23 complexity and difficulty of the case; and (6) the informed consent of the clients to the fee agreement.
24 (*Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th at 1810 n.2.).
25 Those factors support Class Counsel's request and are addressed in more detail in Counsel's
26 declarations submitted concurrently herewith. In short: (1) Considering the issues presented in the case,
27 the Gross Settlement Amount of \$980,000.00 is an excellent result for the Settlement Class, (2)
28 Collectively, Class Counsel worked hard on this case and expended approximately 211.25 hours in the

1 prosecution of this litigation in the 2 years since it was filed for a total lodestar of \$151,520, (3) Class
2 Counsel undertook this litigation on a contingent-fee basis, assuming a significant risk that the
3 litigation would yield no recovery after many years of work, (4) Class Counsel negotiated a one-third
4 contingency fee arrangement, which is a reasonable arrangement to obtain competent counsel in the
5 marketplace for representation in wage and hour class actions, and it is only equitable that the
6 Settlement Class who share in the excellent results achieved by this Settlement bear their pro rata share
7 of the attorneys' fees to Class Counsel, (5) Class Counsel have significant experience litigating
8 complex wage and hour class actions and the way this Settlement was achieved is demonstrative of the
9 efficient way this litigation was managed and resolved, and (6) Settlement Class Counsel's hourly rates
10 are reasonable and compare with rates approved by other trial courts in wage and hour class action
11 litigation.

12 49. In assessing the reasonableness of the billing rates for the attorneys and staff at the JCL
13 Law Firm, APC, the firm refers to the "*Laffey Matrix*" to set our hourly billing rates. *See*
14 <http://www.laffeymatrix.com/>. The *Laffey Matrix* is a fee schedule used by many courts throughout
15 the United States, including some California state courts and California Federal District Courts. The
16 *Laffey Matrix* is a well-established objective source that California courts have relied on in assessing
17 hourly rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912,
18 921 (N.D. Cal. 2005) (Confirming use of the *Laffey Matrix* adjusted to account for locality pay
19 differentials); *Rubalcaba v. Albertson's, LLC*, No. BC528755, 2017 WL 4330597, at *4 (Cal. Super.
20 Ct. May 25, 2017), reversed on other grounds.).

21 50. The attorneys and staff at the JCL Law Firm, APC, have been providing extensive class
22 action services throughout state and federal courts in California for more than seventeen years. Since
23 its founding, the JCL Law Firm, APC, has recovered more than \$100 million dollars for its clients.
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51. When comparing the billing rates for the staff and attorneys at the JCL Law Firm, APC with the *Laffey* Matrix, the attorneys and staff at the JCL Law Firm, APC, bill below the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate
Jean-Claude Lapuyade, Esq. (Managing Attorney)	\$1,019	\$850
Perssia Razma, Esq. (Handling Attorney)	\$508	\$500
Sydney Castillo-Johnson (Handling Attorney)	\$625	\$500
Monnett De La Torre, Esq. (Former Associate and Handling Attorney)	\$1,019	\$625
Andrea Amaya, Esq. (Former Associate and Handling Attorney)	\$508	\$500
Kendall Garald, Esq. (Former Associate and Handling Attorney)	\$508	\$500
Jennifer Heming (Handling Paralegal)	\$277	\$250

52. Moreover, the Firm's billing rates have been approved within the last twelve months by California Superior Court judges. (See generally *Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174 (July 3, 2025) Hon. Laura A. Seigle approved an \$850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Garcia v. Hilton Resorts Corporation, et al.*, San Diego Superior Court Case No. 37-2023-00024664-CU-OE-CTL (July 25, 2025) Hon. Loren Freestone approved an \$850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Lowe v. Ash's First LLC, et al.*, San Diego Superior Court Case No. 37-2022-00010114 (August 8, 2025) Hon. Carolyn M. Caietti approved an \$850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Solis v. 51st St. & 8th Ave. Corp., et al.*, San Diego Superior Court Case No. 37-2023-00021359-CU-OE-CTL (August 8, 2025) Hon. Carolyn M. Caietti approved

an \$850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.).

53. As of June 1, 2026, The JCL Law Firm, APC incurred a total lodestar of \$ 101,745.00 for 144.55 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as Exhibit 6.

54. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC, worked a total of 66.70 hours successfully prosecuting this action for a lodestar of \$49,775.00. A true and accurate copy of the Zakay Law Group, APLC time and billing entries is attached to the Declaration of Shani Zakay, Esq. filed concurrently herewith.

55. Collectively, Class Counsel spent a total of 211.25 hours successfully litigating this matter for a total combined lodestar of \$151,520 and is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	144.55	\$101,745.00
Zakay Law Group, APLC	66.70	\$49,775.00
Total	211.25	\$151,520

56. Further, Class Counsel will be performing additional work, including finalizing the motion for final approval, attending the hearing on final approval, finalizing the orders and judgment, and monitoring completion of the settlement process over the course of several years. I expect this additional work will result in an additional 20-30 hours of additional work and an additional lodestar between \$11,000 and \$16,500.

57. **Therefore, the requested fee award as a percentage of the fund is supported by the overall lodestar incurred with a multiplier of 2.2.** The requested award is therefore reasonably viewed by the Lodestar/Multiplier cross-check.

B. Class Counsel's Costs

58. Collectively, Class Counsel expended \$27,787.34 prosecuting this action and expects to expend an additional \$250 in costs to bring this case to its conclusion, including but not limited to,

1 filing fees associated with this Motion for Final Approval of Class Action and PAGA Settlement, and
2 compliance declarations, for a total of \$28,037.34 (JCL Law Firm, APC - \$15,377.76, including an
3 anticipated \$250 in additional costs to bring this case to its conclusion, Zakay Law Group, APLC -
4 \$12,659.58). JCL Law Firm's costs are reflected in the attached **Exhibit "5"**. Zakay Law Group,
5 APLC's costs are attached to the Declaration of Shani Zakay filed concurrently herewith.

6 59. All of JCL Law Firm's out-of-pocket expenses are the types of expenses normally
7 charged to paying clients including the following: filing fees; copying; postage; mediation fees; and
8 expert costs, which were all incurred during, and were necessary for the successful prosecution of the
9 litigation and, thus, should be reimbursed.

10 60. Class Counsel now requests that the Court finally approve reimbursement of litigation
11 costs in the amount up to \$35,000.00 as provided for in the Agreement and based upon Class Counsel's
12 billing records.

13 **C. Plaintiff's Service Award is Reasonable and Should be Approved**

14 61. Regarding the amount of the requested Service Award, courts frequently approve awards
15 of \$10,000.00 each or more. *See In re Cellphone* (2010) 186 Cal. App. 4th 1380 (upholding \$10,000.00
16 service award to each of the four class representatives). The amount of the requested Service Award
17 to Plaintiff for \$10,000.00 is reasonable by reference to the amounts that California courts (both federal
18 and state) have repeatedly awarded in similar class action settlements. *See Baker v. LA. Fitness Int'l,*
19 *LLC*, No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement
20 payments to three of the named plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.*, No.
21 BC417335 (L.A. County Super. Ct. Mar. 21, 2011) (awarding \$10,000 enhancement payment);
22 *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding
23 \$10,000 enhancement payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No.
24 BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding \$10,000 enhancement payment); *Ethridge*
25 *v. Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011) (awarding
26 \$10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No.
27 BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v.*
28 *Sunglass Hut Int'l, Inc.*, No. BC422934 (L.A. County Super. Ct. July 2, 2012) (awarding \$10,000

enhancement payments to the named plaintiffs); *Kabamba v. Victoria's Secret Stores, LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs along with additional compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (LA. County Super. Ct Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910 (LA. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (LA. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding \$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (LA. County Super. Ct. Mar. 7, 2013) (awarding \$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super. Ct. Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguilar v. Cingular Wireless, LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No. RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings, Inc.*, No. JCCP 4582 (Orange County Super. Ct Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon*

1 *Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010)
2 (awarding \$10,000 enhancement payment).

3 62. The requested Service Award to Plaintiff of \$10,000 is reasonable by reference to the
4 amounts that California courts have repeatedly awarded in similar settlements. Further, the unanimous
5 consent by the Class favors approval of the Service Award. Finally, the time and effort provided to the
6 Class justifies the requested Service Award. The Class Representative performed his duties to the Class
7 admirably, as detailed in his declaration filed concurrently herewith. Plaintiff assumed the serious risk
8 of liability for Mitchell's costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff
9 knowingly and voluntarily undertook the risk to vindicate the rights of the Settlement Class.

10
11 I declare under the penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct. Executed this 1st day of June 2026, at San Diego, California.

13
14 **JCL LAW FIRM, APC**

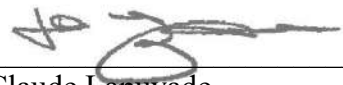
15 By: 
16 Jean-Claude Lapuyade
17 Attorneys for PLAINTIFF

EXHIBIT 1

1 **SHEPPARD MULLIN RICHTER & HAMPTON LLP**

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2 tkaufman@sheppardmullin.com

GREGG A. FISCH, Cal. Bar No. 214486

3 gfisch@sheppardmullin.com

1901 Avenue of the Stars, Suite 1600

4 Los Angeles, California 90067-6055

Telephone: 310.228.3700

5 Facsimile: 310.228.3701

6 Attorneys for Defendants

MITCHELL REPAIR INFORMATION COMPANY, LLC,

7 and SNAP-ON INCORPORATED

8 **ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)

9 Jackland K. Hom (State Bar #327243)

Jaclyn Joyce (State Bar #285124)

10 5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

11 Telephone: (619) 255-9047

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13 jaclyn@zakaylaw.com

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)
5440 Morehouse Drive, Suite 3600
3 San Diego, CA 92121
Telephone: (619) 599-8292
4 jlapuyade@jcl-lawfirm.com
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I. DEFINITIONS

C. “Aggrieved Employees” 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.

E. “Class” or the “Class Members” means all individuals who currently or formerly worked for Mitchell as an hourly non-exempt employee in California at any time during the Class Period.

G. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members and the Aggrieved Employees in the Action, consisting of attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$326,666.67 out of \$980,000 plus attorneys’ expenses of up to \$35,000. Attorneys’ fees will

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.
28

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
28

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.
28

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.
28

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.
28

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.

1
2 60. The Parties agree that the Court shall retain jurisdiction with respect to the
3 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
4 judgments entered in connection therewith, and the Parties and their counsel submit to the
5 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement
6 and all orders and judgments entered in connection with this Agreement.

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

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

12
13 Dated: October 3, 2025


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

Louis Carabetta, Plaintiff

15
16 Dated: October 7, 2025


Jon M. LaRue
for Mitchell Repair Information Company, LLC

17
18 **Approved as to Form and Content by Counsel:**

19 Dated: October 6, 2025


Shani Zakay
Counsel for Plaintiff and the Settlement Class

21 Dated: October 6, 2025


Jean-Claude Lapuyade
Counsel for Plaintiff and the Settlement Class

23
24
25 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: \$<< >>. 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.

EXHIBIT 2

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
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ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K Hom (State Bar #327243)
Jaclyn Joyce (State Bar #285124)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

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

Date: January 23, 2026

Time: 1:30 p.m.

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

F I L E D
San Diego Superior Court
Central Division

JAN 23 2026

Clerk of the Superior Court
By: A. Yim, Deputy

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Hon. Katherine Bacal of the Superior Court of the State of
3 California, in and for the County of San Diego, with the attorneys from JCL Law Firm, APC and Zakay
4 Law Group, APLC as counsel for Plaintiff LOUIS CARABETTA ("Plaintiff"), and counsel from
5 Sheppard Mullin Richter & Hampton LLP appearing for Defendants Mitchell Repair Information
6 Company, LLC and Snap-On Incorporated (collectively, "Mitchell"). The Court, having carefully
7 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class and PAGA Action
9 Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
12 Claims and Release of Claims ("Agreement"), a true and correct copy of which is attached to the
13 Declaration of Jean-Claude Lapuyade, Esq., as **Exhibit "1."** This is based on the Court's determination
14 that the Agreement is within the range of possible final approval, pursuant to the provisions of Section
15 382 of the California Code of Civil Procedure and California Rules of Court, rule 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 Mitchell shall
19 pay is Nine Hundred Eighty Thousand Dollars and Zero Cents (\$980,000.00). 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 reasonableness 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 Three Hundred Twenty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
9 (\$326,666.67) *and* reimbursement of actually-incurred costs not to exceed Thirty-Five Thousand
10 Dollars and Zero Cents (\$35,000.00), and proposed Service Award to the Class Representative, Plaintiff
11 Louis Carabetta, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). While
12 these awards appear to be within the range of reasonableness, the Court will not approve the Class
13 Counsel Award or the Service Award until the Final Approval Hearing. Class Counsel and the Class
14 Representative will be required to present evidence supporting these requests, including lodestar, prior
15 to final approval.

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

20 All individuals who currently or formerly worked for Mitchell as an hourly
21 non-exempt employee in California at any time during the period beginning
22 April 30, 2020, through July 31, 2025 ("Class Period").

23 7. "Aggrieved Employees" means all persons who are or previously were employed by Mitchell in
24 California and classified as non-exempt employees at any time during the PAGA Period.

25 8. "PAGA Period" means the period beginning on April 30, 2023, through July 31, 2025.

26 9. The Court concludes that, for settlement purposes only, the Class meets the requirements
27 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class
28 Members are ascertainable and so numerous that joinder of all members of the Class Members is

1 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
2 community of interest amongst the Class Members with respect to the subject matter of the litigation;
3 (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class
4 Representative will fairly and adequately protect the interests of the Class Members; (e) a class action
5 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
6 Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the
7 representative of the Class Members.

8 10. The Court provisionally appoints Plaintiff Louis Carabetta as the representative of the
9 Class Members.

10 11. The Court provisionally appoints Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC,
11 and Shani Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

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

21 13. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within
22 ten (10) business days after the Preliminary Approval Date, Mitchell shall provide the Settlement
23 Administrator with the Class Data, including information regarding Class Members that Mitchell will
24 in good faith compile from its records, including each Class Member's full name, last-known mailing
25 address, Social Security number, start and end dates of employment, and any other information the
26 Settlement Administrator deems necessary to accurately calculate the number of Workweeks and Pay
27 Periods worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods.
28 Within ten (10) business days after receipt of the Class Data, the Settlement Administrator shall mail

1 copies of the Notice Packet to all Class Members via first class U.S. Mail.

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

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

22 16. A hearing on both Plaintiff's Motion for Final Approval Hearing and Plaintiff's Motion
23 for Class Counsel Award and Service Award shall be held on 6/26/20 at 1:30
24 (a.m./p.m.), in the San Diego County Superior Court, Department C-63, located at 330 W. Broadway,
25 San Diego, CA 92101, to consider the fairness, adequacy and reasonableness of the proposed Settlement,
26 including without limitation the: Class Counsel Award, Service Award, PAGA Payment, Settlement
27 Administration Costs, and Individual Settlement Payments to Participating Class Members. All papers
28 in support of the Motion For Final Approval and the motion for Class Counsel Award and Service Award

1 shall be filed with the Court and served on all counsel no later than 16 days prior to the Final Approval
2 Hearing.

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

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

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

23 IT IS SO ORDERED.

24
25 Dated: 1/23/26

26 
27 HONORABLE KATHERINE BACAL
28 JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

Jennifer Heming

From: no-reply@formassembly.com
Sent: Tuesday, December 23, 2025 9:58 AM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

12/23/2025 09:57:31 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 12/23/2025 09:57:31 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1025445-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7C3eb4576088d943bcde3308de424cdc08%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C639021095047571967%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMmIsIkFOIjoiTWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=L6W9zYKkCodq7wkBMBwtP%2FLTgKWul%2B7K7G5cRGTY2o8%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

JCL Law Firm
Transaction Report
All Dates

Carabetta v. Mitchell Repair (002-612)	Transaction		Num	Name	Memo/Description	Amount	Balance
	Date	Type					
		Journal					
	04/30/2024	Entry	April 2024 Postage		Copies for April 2024	7.80	7.80
		Journal					
	04/30/2024	Entry	April 2024 Postage		Postage for April 2024	13.02	20.82
	05/01/2024	Expense		LWDA		75.00	95.82
					One Legal Order No. 22797414 - Complaint, Civil Case Cover		
	05/02/2024	Expense		One Legal LLC	Sheet, Original Summons	1,492.72	1,588.54
					One Legal Order No. 22858964 - Filing Fee Re: Proof of		
	05/09/2024	Expense		One Legal LLC	Service	15.39	1,603.93
		Journal					
	05/31/2024	Entry	May 2024 Postage		Copies for May 2024	7.80	1,611.73
		Journal					
	05/31/2024	Entry	May 2024 Postage		Postage for May 2024	13.02	1,624.75
	06/17/2024	Check	3854	Knox Attorney Services, Inc.	Inv. 4435252	60.35	1,685.10
	06/17/2024	Check	3854	Knox Attorney Services, Inc.	Inv. 4435251	122.35	1,807.45
	06/30/2024	Journal					
		Entry	June 2024 Postage		Postage for June 2024	1.12	1,808.57
		Journal					
	06/30/2024	Entry	June 2024 Copies		June 2024 Copies	10.35	1,818.92
					One Legal Order No. 23314220 - Filing Fee Re: Complaint,		
	07/16/2024	Expense		One Legal LLC	Summons, Civil Case Cover Sheet	466.83	2,285.75
					One Legal Order No. 23749891 - Filing Fee Re: Case		
	09/17/2024	Expense		One Legal LLC	Management Statement, Proof of Service	19.31	2,305.06
		Journal	Aug/Sept. 2024				
	09/30/2024	Entry	Print.		Aug/Sept. 2024 Printing	1.50	2,306.56
					One Legal Order No. 23749136 - Filing Fee Re: Stipulation,		
	10/15/2024	Expense		One Legal LLC	Proof of Service	40.99	2,347.55
				Steven J. Rottman			
	10/18/2024	Check		LLC		7,500.00	9,847.55
		Journal	October 2024				
	10/31/2024	Entry	Printing		October 2024 Printing	1.00	9,848.55
		Journal					
	11/30/2024	Entry	Nov 2024 Copies		November 2024 Copies	0.10	9,848.65
					One Legal Order No. 24259059 - Filing Fee Re: Case		
	12/05/2024	Expense		One Legal LLC	Management Statement, Proof of Service	19.31	9,867.96
					One Legal Order No. 24037516 - Filing Fee Re: Stipulation-		
	12/12/2024	Expense		One Legal LLC	Fee Due, Proof of Service	40.99	9,908.95
		Journal					
	12/31/2024	Entry	Dec 2024 Copies		December 2024 Copies	0.40	9,909.35
		Journal					
	01/31/2025	Entry	Jan 2025 Printing		January 2025 Printing	0.40	9,909.75
	01/31/2025	Expense		SD Superior Court		33.00	9,942.75
					One Legal Order No. 23957454 - Filing Fee Re: Amended		
	02/11/2025	Expense		One Legal LLC	Complaint, Proof of Service	19.31	9,962.06
					One Legal Order No. 23879697 - Filing Fee Re: Notice, Proof of		
	02/12/2025	Expense		One Legal LLC	Service	175.22	10,137.28
		Journal					
	02/28/2025	Entry	Feb 2025 Printing		Feb 2025 Printing	1.05	10,138.33
		Journal					
	02/28/2025	Entry	Feb 2025 Postage		Feb. 2025 Postage	0.69	10,139.02
		Journal					
	03/31/2025	Entry	March 2025 Postage		March 2025 Postage	0.69	10,139.71
		Journal					
	03/31/2025	Entry	March 2025 Printing		Mar 2025 Printing	1.05	10,140.76
	05/15/2025	Check		ADP Payroll	Mileage	18.20	10,158.96
	05/15/2025	Check		ADP Payroll	Meal	32.70	10,191.66
					One Legal Order No. 25284258 - Filing Fee Re:		
	06/13/2025	Expense		One Legal LLC	Request for Dismissal, Proof of Service	21.37	10,213.03
		Journal					
	07/31/2025	Entry	July 2025 Copies		July 2025 Copies	3.20	10,216.23
	08/05/2025	Expense		SD Superior Court		2.00	10,218.23
				Berger Consulting			
	08/12/2025	Check		Group	Inv. 12220-2	4,252.50	14,470.73

08/31/2025	Journal Entry	August 2025 Postage	August 2025 Postage	2.17	14,472.90
08/31/2025	Journal Entry	August 2025 Copies	August 2025 Copies	1.10	14,474.00
12/23/2025	Expense	One Legal LLC	One Legal Order No. 27067236 - Filing Fee Re: Motion, Memorandum of Points & Authorities, Declaration	87.86	14,561.86
12/24/2025	Expense	One Legal LLC	One Legal Order No. 27067237 - Filing Fee Re: Motion, Memorandum of Points & Authorities, Declaration	93.15	14,655.01
01/29/2026	Expense	SD Superior Court		7.40	14,662.41
01/31/2026	Journal Entry	Jan. 2026 Copies	January 2026 Copies	0.40	14,662.81
05/22/2026	Expense	Swivel Legal		464.95	15,127.76
			Anticipated Costs for Approval and Post-Approval	250.00	15,377.76
Total for Carabetta v. Mitchell Repair (002-612)				<u>\$ 15,377.76</u>	
TOTAL				<u>\$ 15,377.76</u>	

Monday, Jun 01, 2026 09:40:29 AM GMT-7 - Accrual Basis

EXHIBIT 6

JCL Law Firm
Unbilled Time
Activity: All Dates

Activity	Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
Carabetta v. Mitchell Repair (002-612)	06/05/2024	No	Andrea Amaya	Case management. TC with OC re: PLA's claims.	500.00	0.5	250.00	250.00
	07/09/2024	No	Andrea Amaya	Fact gathering. Case management. TC w/ client re: telecommuting agreement and INDV claims.	500.00	1.5	750.00	1,000.00
						2	1,000.00	
	04/23/2024	No	Jean Claude Lapuyade	Pleadings - Revised and Edited LWDA Notice	850.00	2.7	2,295.00	2,295.00
	06/20/2024	No	Jean Claude Lapuyade	Discovery - Drafted Demand for Initial Disclosures	850.00	1.5	1,275.00	3,570.00
	08/06/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Belaire	850.00	0.3	255.00	3,825.00
	08/06/2024	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited PLA Response to RFP (Set 1)	850.00	1.3	1,105.00	4,930.00
	08/12/2024	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re FAC	850.00	0.3	255.00	5,185.00
	09/18/2024	No	Jean Claude Lapuyade	Case Management - R&R Defendant's CMS	850.00	0.2	170.00	5,355.00
	09/24/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Extension	850.00	0.2	170.00	5,525.00
	09/25/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.4	340.00	5,865.00
	09/26/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.6	510.00	6,375.00
	10/17/2024	No	Jean Claude Lapuyade	Discovery - Revised and Edited Stip to Stay after defense edits and emails to/from OC Re same	850.00	1	850.00	7,225.00
	10/23/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.3	255.00	7,480.00
	10/23/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.7	595.00	8,075.00
	11/07/2024	No	Jean Claude Lapuyade	Case Management - emails to/from OC Re Mediation Data	850.00	0.3	255.00	8,330.00
	11/11/2024	No	Jean Claude Lapuyade	Discovery - R&R Policy Documents Produced for mediation	850.00	3.8	3,230.00	11,560.00
	11/11/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.4	340.00	11,900.00
	11/15/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.3	255.00	12,155.00
	11/25/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	1	850.00	13,005.00
	12/01/2024	No	Jean Claude Lapuyade	Discovery - R&R Policy Document Production for mediation	850.00	3.4	2,890.00	15,895.00
	12/03/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Damage Analysis and Summary of Claims	850.00	1.1	935.00	16,830.00
	12/04/2024	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re FAC and Dismissal of PAGA Action	850.00	0.5	425.00	17,255.00
	12/04/2024	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Scope of Data Production and Issues with Readability	850.00	0.9	765.00	18,020.00
	12/06/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation Dates	850.00	0.3	255.00	18,275.00
	12/10/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.3	255.00	18,530.00
	12/16/2024	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU	850.00	0.2	170.00	18,700.00
	01/03/2025	No	Jean Claude Lapuyade	Discovery - R&R 2021 Time and payroll data for mediation brief	850.00	3.9	3,315.00	22,015.00
	02/17/2025	No	Jean Claude Lapuyade	Discovery - R&R Expert Report	850.00	1.5	1,275.00	23,290.00
	02/18/2025	No	Jean Claude Lapuyade	Discovery - TCW Expert Re RROP issues and report	850.00	0.9	765.00	24,055.00
	02/20/2025	No	Jean Claude Lapuyade	Legal research - RROP Issues (Case law and DLSE handbook) and drafted internal memo for mediation brief	850.00	6.7	5,695.00	29,750.00
	03/05/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re depositions	850.00	0.3	255.00	30,005.00
	03/07/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re deposition dates	850.00	0.3	255.00	30,260.00
	03/26/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re deposition schedule	850.00	0.3	255.00	30,515.00
	04/29/2025	No	Jean Claude Lapuyade	Discovery - reviewed documents produced in advance of PLA depo	850.00	2.1	1,785.00	32,300.00
	04/29/2025	No	Jean Claude Lapuyade	Discovery - revised and edited depo objection	850.00	1	850.00	33,150.00
	06/03/2025	No	Jean Claude Lapuyade	Discovery - R&R supplemental document disclosure and emails to/from OC re same	850.00	1	850.00	34,000.00
	06/05/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re supplemental document production	850.00	0.4	340.00	34,340.00
	07/15/2025	No	Jean Claude Lapuyade	Law and Motion - drafted, revised and edited mediation brief (including document review and outlining)	850.00	6.5	5,525.00	39,865.00
	07/17/2025	No	Jean Claude Lapuyade	Law and Motion - drafted, revised and edited mediation brief (including document review and outlining)	850.00	5.5	4,675.00	44,540.00

07/24/2025	No	Jean Claude Lapuyade	Discovery - TCW expert re RROP issues identified in data analysis	850.00	0.8	680.00	45,220.00
07/25/2025	No	Jean Claude Lapuyade	Discovery - TCW expert re damage analysis	850.00	0.5	425.00	45,645.00
07/25/2025	No	Jean Claude Lapuyade	Case management - emails to/from OC re supplemental time and payroll data	850.00	0.7	595.00	46,240.00
07/30/2025	No	Jean Claude Lapuyade	Discovery - Meeting with staff re discovery plan following failed mediation	850.00	1	850.00	47,090.00
07/31/2025	No	Jean Claude Lapuyade	Mediation - attended mediation with Rottman	850.00	8	6,800.00	53,890.00
08/04/2025	No	Jean Claude Lapuyade	Fact Investigation - intake with JN and SG	850.00	2.2	1,870.00	55,760.00
08/06/2025	No	Jean Claude Lapuyade	Discovery - meeting with associates re discovery plan after failed mediation	850.00	1.2	1,020.00	56,780.00
08/07/2025	No	Jean Claude Lapuyade	Discovery - R&R defense edits to Belaire notice and emails to/from OC Re same	850.00	1.2	1,020.00	57,800.00
08/07/2025	No	Jean Claude Lapuyade	Fact investigation - TCW Class Member Gaona Re claims and investigation	850.00	0.8	680.00	58,480.00
08/07/2025	No	Jean Claude Lapuyade	Fact investigation - TCW Class Member Robert B. Re claims and investigation	850.00	0.6	510.00	58,990.00
08/07/2025	No	Jean Claude Lapuyade	Fact Investigation - intake with class member S. Cooper	850.00	0.8	680.00	59,670.00
08/11/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re Belaire edits and protective order	850.00	0.8	680.00	60,350.00
08/18/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re Belaire and stip	850.00	0.8	680.00	61,030.00
08/20/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re MTC extension on SI (Set 1)	850.00	0.3	255.00	61,285.00
08/20/2025	No	Jean Claude Lapuyade	Mediation - TCW mediator re proposal	850.00	0.5	425.00	61,710.00
08/25/2025	No	Jean Claude Lapuyade	Settlement - R&R MOU and emails to/from OC Re same	850.00	1.2	1,020.00	62,730.00
08/26/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re edits to MOU	850.00	0.4	340.00	63,070.00
08/28/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re edits to MOU	850.00	0.5	425.00	63,495.00
09/01/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re outstanding records requests pending settlement	850.00	0.6	510.00	64,005.00
09/09/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC re MOU	850.00	0.5	425.00	64,430.00
09/09/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC re SAR	850.00	0.4	340.00	64,770.00
09/11/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU	850.00	0.5	425.00	65,195.00
09/22/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU	850.00	0.3	255.00	65,450.00
09/23/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU	850.00	0.2	170.00	65,620.00
09/25/2025	No	Jean Claude Lapuyade	Settlement - R&R revised SAR v2 and emails to/fro Co counsel re edits	850.00	1.9	1,615.00	67,235.00
10/06/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC RE excited SAR	850.00	0.3	255.00	67,490.00
12/09/2025	No	Jean Claude Lapuyade	Discovery - emails to/from OC Re extension on MTC deadline	850.00	0.5	425.00	67,915.00
12/19/2025	No	Jean Claude Lapuyade	Law and motion - reviewed, revised and edited MPA P&As, proposed order and client dec. and drafted JCL dec. ISO the same	850.00	2.1	1,785.00	69,700.00
02/02/2026	No	Jean Claude Lapuyade	Settlement - emails to/from admin re MPA Order and timeline	850.00	0.3	255.00	69,955.00
02/03/2026	No	Jean Claude Lapuyade	Settlement - emails to/from admin and OC re transfer of class data and timeline	850.00	0.4	340.00	70,295.00
02/04/2026	No	Jean Claude Lapuyade	Settlement - emails to/from admin and OC Re class data production	850.00	0.3	255.00	70,550.00
02/06/2026	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re class data to admin	850.00	0.3	255.00	70,805.00
02/12/2026	No	Jean Claude Lapuyade	Settlement - emails to/from admin re timeline	850.00	0.3	255.00	71,060.00
03/17/2026	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.3	255.00	71,315.00
04/17/2026	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.3	255.00	71,570.00
04/23/2026	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin and OC re same	850.00	0.3	255.00	71,825.00
05/25/2026	No	Jean Claude Lapuyade	Law and motion - reviewed, revised and edited MFA P&As and drafted JCL Dec. ISO of the same	850.00	2.7	2,295.00	74,120.00
				87.2		74,120.00	
12/08/2025	No	Jennifer Heming	Review calendaring. Email corres. with OC re outstanding discovery deadlines.	250.00	0.3	75.00	75.00
12/18/2025	No	Jennifer Heming	Review and save settlement administrator's declaration ISO MPA.	250.00	0.2	50.00	125.00
12/23/2025	No	Jennifer Heming	Review, finalize, file, and serve MPA. Submit to LWDA.	250.00	1.6	400.00	525.00
01/14/2026	No	Jennifer Heming	Review Court's docket. Review Local Rules. Set up remote appearance for MPA.	250.00	0.3	75.00	600.00
01/22/2026	No	Jennifer Heming	Review calendar. Review Court's docket. Review and save Court's Tentative Ruling re MPA. Email corres. with OC.	250.00	0.6	150.00	750.00
01/29/2026	No	Jennifer Heming	Review and save Court's Minute Order re: MPA and Conformed PA Order. Serve on OC.	250.00	0.3	75.00	825.00

01/29/2026	No	Jennifer Heming	Email corres. with settlement admin.	250.00	0.2	50.00	875.00
02/10/2026	No	Jennifer Heming	Email corres. with administrator re admin timeline.	250.00	0.2	50.00	925.00
02/12/2026	No	Jennifer Heming	Email corres. with settlement administrator re administration timeline.	250.00	0.1	25.00	950.00
03/17/2026	No	Jennifer Heming	Review and save admin report.	250.00	0.1	25.00	975.00
03/25/2026	No	Jennifer Heming	Review and save admin report.	250.00	0.1	25.00	1,000.00
04/01/2026	No	Jennifer Heming	Review and save admin report.	250.00	0.1	25.00	1,025.00
04/09/2026	No	Jennifer Heming	Review and save admin report.	250.00	0.1	25.00	1,050.00
04/16/2026	No	Jennifer Heming	Review and save admin report.	250.00	0.1	25.00	1,075.00
04/21/2026	No	Jennifer Heming	Phone call with class member.	250.00	0.2	50.00	1,125.00
04/23/2026	No	Jennifer Heming	Review and save admin report.	250.00	0.1	25.00	1,150.00
04/29/2026	No	Jennifer Heming	Review and save admin report.	250.00	0.1	25.00	1,175.00
				4.7		1,175.00	
04/19/2024	No	Kendall Garald	Pleadings - Drafted complaint	500.00	3	1,500.00	1,500.00
04/22/2024	No	Kendall Garald	Pleadings - drafted the Complaint and PAGA letter	500.00	2.5	1,250.00	2,750.00
				5.5		2,750.00	
				Review prior communications with opposing counsel regarding agreed upon terms related to mediation; review last version of stipulation to stay, conduct detailed discussion with opposing counsel regarding expectations for mediation and mediation production and memorialize agreement.			
10/29/2024	No	Monnett DeLaTorre		625.00	1	625.00	625.00
					1	625.00	
11/15/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re data production	500.00	0.1	50.00	50.00
11/15/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re mediation	500.00	0.7	350.00	400.00
11/19/2024	No	Perssia Razma	Case management- call w client re claims/mediation	500.00	0.3	150.00	550.00
11/22/2024	No	Perssia Razma	Case management- prepped for/attended call w oc	500.00	0.5	250.00	800.00
11/26/2024	No	Perssia Razma	case management/settlement- emails w co-counsel/oc re mediation data	500.00	0.2	100.00	900.00
12/04/2024	No	Perssia Razma	Case management/discovery- emails w expert/co-counsel re mediation data	500.00	0.4	200.00	1,100.00
12/04/2024	No	Perssia Razma	Case management- prepped for/attended call w oc re mediation	500.00	0.5	250.00	1,350.00
02/18/2025	No	Perssia Razma	Reviewed mediation expert report/emails w co-counsel re mediation brief	500.00	0.3	150.00	1,500.00
03/06/2025	No	Perssia Razma	Case management- discussion w co-counsel re depo	500.00	0.3	150.00	1,650.00
04/28/2025	No	Perssia Razma	depo prep	500.00	3.2	1,600.00	3,250.00
04/29/2025	No	Perssia Razma	depo prep	500.00	2	1,000.00	4,250.00
05/01/2025	No	Perssia Razma	case management- discussion w client re depo	500.00	0.5	250.00	4,500.00
05/02/2025	No	Perssia Razma	Attended PLA deposition/travel to depo/prep and debrief	500.00	8	4,000.00	8,500.00
05/15/2025	No	Perssia Razma	Reviewed depo transcript	500.00	1.2	600.00	9,100.00
05/28/2025	No	Perssia Razma	Case management- discussion w co-counsel re case status	500.00	0.3	150.00	9,250.00
06/04/2025	No	Perssia Razma	depo transcript dec	500.00	0.2	100.00	9,350.00
06/04/2025	No	Perssia Razma	emails w oc re suppl document production	500.00	0.3	150.00	9,500.00
07/25/2025	No	Perssia Razma	reviewed mediation brief	500.00	0.4	200.00	9,700.00
07/30/2025	No	Perssia Razma	Emails re suppl mediation data production w/ oc/expert	500.00	0.4	200.00	9,900.00
07/30/2025	No	Perssia Razma	reviewed OC MOU draft	500.00	0.4	200.00	10,100.00
08/01/2025	No	Perssia Razma	prepped for/attended CMC	500.00	0.5	250.00	10,350.00
08/04/2025	No	Perssia Razma	discussion w co-counsel re class rep/next steps following mediation	500.00	0.5	250.00	10,600.00
08/05/2025	No	Perssia Razma	emails w/ co-counsel re potential rep intake	500.00	0.4	200.00	10,800.00
				reviewed status of written discovery/ re-circulated m&c to oc re belaire/class list			
08/06/2025	No	Perssia Razma	discovery	500.00	0.5	250.00	11,050.00
08/07/2025	No	Perssia Razma	discussion w/ co-counsel re intakes/pleadings	500.00	0.7	350.00	11,400.00
08/07/2025	No	Perssia Razma	m&c w/ oc via class list discovery/belaire notice	500.00	0.5	250.00	11,650.00
08/08/2025	No	Perssia Razma	further m&c w/ oc re belaire/class list disco	500.00	1.2	600.00	12,250.00
08/12/2025	No	Perssia Razma	emails re belaire admin bids	500.00	0.3	150.00	12,400.00
08/12/2025	No	Perssia Razma	further m&C w/ oc re belaire/class list disco	500.00	0.6	300.00	12,700.00
08/25/2025	No	Perssia Razma	reviewed/redlined OC MOU draft/discussion w/ co-counsel re edits	500.00	0.75	375.00	13,075.00
08/25/2025	No	Perssia Razma	emails re settlement admin bids	500.00	0.2	100.00	13,175.00
08/28/2025	No	Perssia Razma	review/ discussion w/ oc re further MOU revisions	500.00	0.7	350.00	13,525.00
09/25/2025	No	Perssia Razma	reviewed OC SAR /notice draft/redlined revisions	500.00	1.3	650.00	14,175.00
12/15/2025	No	Perssia Razma	MPA draft/discussion w/ co-counsel re damages calculations	500.00	3.6	1,800.00	15,975.00
12/19/2025	No	Perssia Razma	emails w oc re MPA draft	500.00	0.2	100.00	16,075.00
01/23/2026	No	Perssia Razma	prepped for/attended MPA hearing	500.00	0.4	200.00	16,275.00
02/12/2026	No	Perssia Razma	emails w oc re discovery deadlines	500.00	0.2	100.00	16,375.00
02/17/2026	No	Perssia Razma	reviewed/approved formatted class notice/timeline	500.00	0.3	150.00	16,525.00
05/20/2026	No	Perssia Razma	MFA/MFF draft	500.00	3.1	1,550.00	18,075.00
				36.15		18,075.00	
05/02/2025	No	Sydney Castillo-Johnson	Discovery - travel and attend PLA depo	500.00	8	4,000.00	4,000.00
					8	4,000.00	

Total for Carabetta v. Mitchell Repair
(002-612)

144.55 \$ 101,745.00

EXHIBIT 7

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 – 2018
- Super Lawyers 2025 - 2026
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Perssia Razma, Esq.
California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);