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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

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

Plaintiffs,

v.

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

Defendants.

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

Action Filed: April 30, 2024

[PROPOSED] JUDGMENT

Date: June 26, 2026

Time: 1:30 p.m.

Judge: Hon. Katherine Bacal

Dept.: C-63

1 Plaintiff's LOUIS CARABETTA's ("Plaintiff") motion for an order finally approving the
2 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement")
3 duly came on for hearing on June 26, 2026, before the above-entitled Court. The parties having
4 settled this action and the Court having entered an Order Granting Motion for Final Approval of
5 Class Action and PAGA Settlement and good cause appearing therefore:

6 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

7 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
8 The Class is defined as "all individuals who currently or formerly worked for Mitchell Repair
9 Information Company, LLC and Snap-On Incorporated (collectively, "Defendants" or "Mitchell")
10 as an hourly non-exempt employee in California at any time during the Class Period." The Class
11 Period is during the period beginning April 30, 2020, through July 31, 2025.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
14 was one (1) request for exclusion by Kenneth Wagner.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
17 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
19 of Class Action and PAGA Settlement and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

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

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1 6. Upon entry of final judgment and full funding of the Gross Settlement Amount, each
2 Settlement Class Member shall release the “Released Parties” from the “Released Class Claims”
3 and Plaintiff, the LWDA, and the State of California shall release the “Released Parties” from the
4 “Released PAGA Claims” as set forth in the Agreement.

5 7. As used in paragraph 6 above, the quoted terms have the meanings set forth below:
6 The Released Parties are defined as Mitchell and any of its and their parent, subsidiary, affiliate,
7 predecessor or successor, and all agents, exempt employees, officers, directors, and attorneys
8 thereof. The Released Class Claims are defined as any and all claims, debts, liabilities, demands,
9 obligations, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action,
10 contingent or accrued for, which would reasonably arise from the factual allegations or legal claims
11 asserted in the class claims in Operative Complaint in the Action and which occurred during the
12 Class Period. The “Released PAGA Claims” are defined as any and all claims, debts, liabilities,
13 demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, action or causes of
14 action, contingent or accrued for, which would reasonably arise from the factual allegations or legal
15 claims asserted under PAGA in the Operative Complaint in the Action and in Plaintiff’s PAGA
16 notice to the LWDA and which occurred during the PAGA Period.

17 8. This Court hereby grants final approval and awards the following: (i) Three Hundred
18 Fifty-Four Thousand Seven Hundred Four Dollars and One Cent (\$354,704.01) to Class Counsel
19 comprised of attorneys’ fees in the amount of one-third of the Gross Settlement Amount, or Three
20 Hundred Twenty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
21 (\$326,666.67) and reimbursement of litigation expenses in the amount of Twenty-Eight Thousand
22 Thirty-Seven Dollars and Thirty-Four Cents (\$28,037.34).; (ii) the Service Award to Class
23 Representative Louis Carabetta in the amount of Ten Thousand Dollars and Zero Cents
24 (\$10,000.00); (iii) Settlement Administration Costs of Seven Thousand Four Hundred Ninety
25 Dollars and Zero Cents (\$7,490.00) to Apex Class Action, LLC (“Settlement Administration
26 Costs”); and (iv) Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) (75%
27 of the PAGA Payment) to the Labor and Workforce Development Agency (“LWDA Payment”);
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1 and Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) (25% of the PAGA
2 Payment) allocated to the Aggrieved Employees.

3 9. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
4 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
5 section 2699(1)(3).

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7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
8 **ORDERED.**

9 DATED: _____
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12 _____
13 Hon. Katherine Bacal
14 Judge, Superior Court for the State of California,
15 County of San Diego
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