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**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

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

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

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

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

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

26 HONORABLE KATHERINE BACAL
27 JUDGE OF THE SUPERIOR COURT
28