

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)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

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,

Plaintiff,

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 KATIE TRAN ON
BEHALF OF APEX CLASS ACTION, LLC, 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, Katie Tran, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Louis Carabetta v. Mitchell Repair*
6 *Information Company, LLC, et al.* matter. On behalf of both Apex and myself, I possess the authority
7 to issue this declaration. I am personally acquainted with the information contained herein, and in the
8 event of being summoned to provide testimony, I am fully capable and willing to provide competent
9 testimony regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 75 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
20 *Of Pendency Of Class And Representative Action Settlement And Final Hearing Date*, in English
21 (referred to as “Notice Packet”); (b) receiving and processing Requests for Exclusion; (c) resolving
22 disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants
23 during the Class Period, as stated on their individualized Notice Packet; (d) calculating individual
24 settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax
25 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and
26 other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms
27 of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as
28 ordered by the Court for Apex to perform.

1 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

2 10. The Response Deadline was April 3, 2026. An extended Response Deadline for Class Members
3 who received a remailed notice was April 20, 2026.

4 11. As of the date of this declaration, Apex has received one (1) Request for Exclusion from Kenneth
5 Wagner. The deadline for submitting a request for exclusion from the Settlement was April 3, 2026.

6 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
7 deadline for submitting a written objection to the Settlement was April 3, 2026.

8 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
9 deadline for submitting a dispute was April 3, 2026.

10 14. As of the date of this declaration, Apex will report 426 Participating Class Members, constituting
11 99.77% of the Settlement Class.

12 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

13 15. The total number of workweeks worked by Participating Class Members during the Class Period
14 is 50,471. The Net Settlement Amount available to Participating Class Members is estimated to be
15 (\$550,843.33) and was calculated by subtracting the Class Counsel Award (\$326,666.67), the amount
16 requested for Attorney's Expenses (\$35,000.00), the requested Service Award (\$10,000.00), the
17 requested Settlement Administration Costs (\$7,490.00), and the PAGA Penalties (\$50,000.00) from the
18 Gross Settlement Amount (\$980,000.00).

19 16. The *highest* Individual Settlement Payment to a Participating Class Member is currently
20 estimated to be approximately \$3,001.37, the *average* Individual Settlement Payment is currently
21 estimated to be approximately \$1,293.06, and the *lowest* Individual Settlement Payment is currently
22 estimated to be approximately \$21.83. These amounts are subject to employee-side tax and withholdings.

23 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be allocated to
24 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees
25 cannot opt out of the PAGA settlement. There are 286 Aggrieved Employees who worked a total of
26 11,079 Pay Periods during the PAGA Period.

1 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$66.57, the
2 *average* Individual PAGA Payment is approximately \$43.71, and the *lowest* Individual PAGA Payment
3 is approximately \$1.13.

4 **ADMINISTRATION COSTS**

5 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
6 and anticipated expenses, amount to \$7,490.00. Apex will proceed with additional tasks related to this
7 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
8 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
9 upon by the Parties or ordered by the Court for Apex to undertake.

10
11
12 I declare under penalty of perjury under the laws of the State of California and the United States
13 that the foregoing is true and correct, and that this Declaration was executed this 19th day of May 2026,
14 in Irvine, California.

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17 KATIE TRAN
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EXHIBIT A

Carabetta v. Mitchell Repair Information Company, LLC, et al.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «Apex_ID» «Tray_PC» «D
«Full_Name»
«Address_1»
«City», «State» «Zip»

**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: \$«Est_Total_PMT». 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.

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.**

Why did I get this Notice?

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 Wage 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, disputes that any wages, damages and penalties claimed by the Class Representative are 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 January 23, 2026. At that time, the Court also preliminarily approved 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 finally 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, actions 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 the 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, actions 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» Workweeks worked during the Class Period (April 30, 2020, through July 31, 2025).

Based on this information, your estimated Individual Settlement Payment is \$«Est Class PMT»

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

Based on this information, your estimated Aggrieved Employee Payment is \$«Est PAGA PMT»

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 April 3, 2026 [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 June 26, 2026 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 www.apexclassaction.com/mitchellrepair.

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 April 3, 2026. 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 April 3, 2026, 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 April 3, 2026. The address for the Settlement Administrator is Apex Class Action LLC, PO Box 54668, Irvine, CA 92619; Tel: 1-800-355-0700.

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
gfisch@sheppardmullin.com

When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 1:30 p.m. on June 26, 2026, 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, LLC.

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 www.apexclassaction.com/mitchellrepair.



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.