

BIBIYAN LAW GROUP, P.C.

David D. Bibiyani (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Megan R. Lazar (SBN 315007)

megan@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, CESAR AUGUSTO MENDEZ VELASCO,
as an aggrieved employee, and on behalf of
all other aggrieved employees

Travis K. Jang-Busby, Esq.

FOLEY & LARDNER LLP

11988 El Camino Real, Suite 400

San Diego, CA 92130

Travis.Jang-busby@foley.com

Attorney for Defendants Smart LLC d/b/a Chemical Guys

Nima Darouian (SBN 271367)

Nalee Xiong (SBN 334816)

BALLARD SPAHR LLP

2029 Century Park East, Suite 1400

Attorneys for Defendant ASTON CARTER, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CESAR AUGUSTO MENDEZ VELASCO,
as an aggrieved employee, and on behalf of
all other aggrieved, employees under the
Labor Code Private Attorneys' General Act
of 2004,

Plaintiff,

v.

SMART LLC d/b/a CHEMICAL GUYS,
ASTON CARTER, INC., a California limited
liability company; ASTON CARTER, INC.,
a Maryland corporation; and DOES 1 through
100, inclusive,

CASE NO.: 23STCV31208

[Assigned to the Hon. Randolph M.
Hammock in Dept. 49]

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

ACTION FILED: December 21, 2023
TRIAL DATE: None Set

Defendants.

This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Cesar Augusto Mendez Velasco (“Plaintiff”), individually, and on behalf of the Aggrieved Employees, on one hand; and defendants Smart LLC d/b/a Chemical Guys (“Chemical Guys”) and Aston Carter, Inc. (“Aston Carter”) (collectively “Defendants”), on the other hand, in the lawsuit entitled *Cesar Augusto Mendez Velasco v. Smart LLC d/b/a Chemical Guys and Aston Carter, Inc.*, filed in the Los Angeles County Superior Court, Case No. 23STCV31208. Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. “**Action**” means the Plaintiff’s PAGA lawsuit, alleging wage and hour violations against Defendants, captioned *Cesar Augusto Mendez Velasco v. Smart LLC d/b/a Chemical Guys and Aston Carter, Inc.*, initiated on December 21, 2023, and pending in the Superior Court of the State of California, County of Los Angeles.

1.2. “**Administrator**” or “**Settlement Administrator**” means the third-party administrator mutually chosen by the Parties and approved by the Court that will be responsible for the administration of the Settlement. The Parties will obtain a not-to-exceed quote from the mutually acceptable qualified settlement administrator for claims administration costs. The Settlement Administrator mutually agreed upon by the Parties is Apex Class Action Administration (“Apex”).

1.3. “**Administration Expenses Payment**” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1 1.4. **“Aggrieved Employees”** or **“PAGA Employees”** means all persons currently or
2 formerly employed by Defendants, either directly by Chemical Guys or as temporary employees
3 working for Chemical Guys through Aston Carter, as non-exempt, hourly-paid employees during
4 the PAGA Period in the State of California.

5 1.5. **“Aggrieved Employee Data”** means Aggrieved Employee identifying information
6 in Defendants’ possession including: (1) the Aggrieved Employee’s full name; (2) last-known
7 mailing address; (3) Social Security Number; and (4) first/last dates of employment.

8 1.6. **“Aggrieved Employee Address Search”** means the Administrator’s investigation
9 and search for current Aggrieved Employee mailing addresses using all reasonably available
10 sources, methods and means including, but not limited to, the National Change of Address
11 database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

12 1.7. **“Court”** means the Superior Court of California, County of Los Angeles.

13 1.8. **“Defense Counsel”** means Travis K. Jang-Busby of Foley & Lardner LLP and
14 Nima Darouian and Nalee Xiong of Ballard Spahr LLP.

15 1.9. **“Effective Date”** means the date by when both of the following have occurred: (a)
16 the Court enters a Judgment on its Order Approving the Settlement and (b) the Judgment is final.
17 The Judgment is final as of the day the Court enters Judgment.

18 1.10. **“Gross Settlement Amount”** means \$290,000.00 which is the total amount
19 Defendants agree to pay under the Settlement except as provided in Paragraph 8.1 below. The
20 Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
21 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
22 Administration Expenses Payment.

23 1.11. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of
24 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
25 Employee worked during the PAGA Period.

26 1.12. **“Judgment”** means the judgment entered by the Court based upon the Final
27 Approval of this Agreement.
28

1 1.13. “**LWDA**” means the California Labor and Workforce Development Agency, the
2 agency entitled, under Labor Code section 2699, subd. (i).

3 1.14. “**LWDA PAGA Payment**” means the 75% of the PAGA Penalties paid to the
4 LWDA under Labor Code section 2699, subd. (i).

5 1.15. “**Net Settlement Amount**” means the Gross Settlement Amount, less the following
6 payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel
7 Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses
8 Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

9 1.16. “**PAGA Counsel**” means David D. Bibiyan, Vedang J. Patel, and Megan R. Lazar
10 of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

11 1.17. “**PAGA Counsel Fees Payment**” and “**PAGA Counsel Litigation Expenses**
12 **Payment**” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
13 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

14 1.18. “**PAGA Pay Period**” means any Pay Period during which an Aggrieved Employee
15 worked for Defendants for at least one day during the PAGA Period.

16 1.19. “**PAGA Period**” means the period from September 21, 2022 through October 6,
17 2025.

18 1.20. “**PAGA**” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

19 1.21. “**PAGA Notice**” means Plaintiff’s September 21, 2023 letter to Defendants and the
20 LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

21 1.22. “**PAGA Penalties**” means the total amount of PAGA civil penalties to be paid
22 from the Gross Settlement Amount, with allocated 25% to the Aggrieved Employees and 75% to
23 the LWDA in settlement of PAGA claims.

24 1.23. “**Plaintiff**” means Cesar Augusto Mendez Velasco, the named plaintiff in the
25 Action.

26 1.24. “**Approval Order**” means the proposed Court Order Granting Approval of PAGA
27 Settlement.
28

1 1.25. “**Released PAGA Claims**” means the claims being released by the Plaintiff and
2 PAGA Counsel and as described in Paragraph 5 below.

3 1.26. “**Released Parties**” means: Defendants and each of their former and present
4 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
5 assigns, subsidiaries, and affiliates.

6 1.27. “**Settlement**” means the disposition of the Action effected by this Agreement and
7 the Judgment.

8 **2. RECITALS**

9 2.1. On December 21, 2023, Plaintiff commenced this Action by filing a Complaint (the
10 “Operative Complaint”), alleging causes of action against Defendants for civil penalties under
11 PAGA for the Labor Code violations alleged in the PAGA Notice. Defendants deny the allegations
12 in the Operative Complaint, deny any failure to comply with the laws identified in the Operative
13 Complaint, and deny any and all liability for the causes of action alleged.

14 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written
15 notices to Defendants and the LWDA by sending the PAGA Notice on September 21, 2023.

16 2.3. On August 4, 2025, the Parties participated in mediation, which led to a mediator’s
17 proposal on August 11, 2025 that formed the basis of this Agreement to settle the Action.

18 2.4. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and
19 payroll records of all putative Aggrieved Employees placed to work with Defendant Chemical
20 Guys by Defendant Aston Carter during the PAGA Period; (2) data points, including the number
21 of Aggrieved Employees, the number of employees separated from employment and the number
22 of Pay Periods from September 21, 2022 through mediation date, and the average base hourly rate
23 of pay and the average regular hourly rate of pay; (3) time and payroll records for all putative Class
24 Members and sample wage statements for a sampling of putative Aggrieved Employees by
25 Defendant Chemical Guys; (4) all relevant policy documents of Defendant Aston Carter, including
26 employee handbook; and (5) Plaintiff’s personnel records.

27 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware
28

1 of any other pending matter or action asserting claims that will be extinguished or affected by the
2 Settlement.

3 **3. MONETARY TERMS**

4 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1 below,
5 Defendant Chemical Guys promises to pay \$260,000.00, and Defendant Aston Carter promises to
6 pay \$30,000.00, for a total in the amount of \$290,000.00 and no more as the Gross Settlement
7 Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline
8 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
9 Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a
10 condition of payment. None of the Gross Settlement Amount will revert to Defendants.

11 3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and
12 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
13 the Court in the Final Approval:

14 3.2.1 **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
15 thirty-five percent (35%) of the Gross Settlement Amount, subject to
16 escalation pursuant to Section 8.1 of this Agreement and approval by the
17 Court, which is currently estimated to be \$101,500.00 and PAGA Counsel
18 Litigation Expenses Payment of not more than \$40,000.00. Defendants will
19 not oppose requests for Court approval of these payments provided that they
20 do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an
21 application or motion for PAGA Counsel Fees Payment and PAGA
22 Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
23 Payment and/or a PAGA Counsel Litigation Expenses Payment less than
24 the amounts requested, the Administrator will allocate the remainder to the
25 Net Settlement Amount. Released Parties shall have no liability to PAGA
26 Counsel or any other Plaintiff's Counsel arising from any claim to any
27 portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation
28

Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnify Defendants from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to Aggrieved Employees or request for additional consideration from Defendants for such work unless Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from PAGA Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2 **To the Administrator:** An Administrator Expenses Payment not to exceed \$4,980.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,980.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$29,000.00 to be paid from the Gross Settlement Amount, with 75% (\$21,750.00) allocated to the LWDA PAGA Payment and 25% (\$7,250.00) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,250.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full

responsibility and liability for any taxes owed on their Individual
PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount
requested, the Administrator will allocate the remainder to the Net
Settlement Amount. The Administrator will report the Individual
PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING PAYMENTS

4.1 **Aggrieved Employee Pay Periods.** Based on a review of its records to date,
Defendants estimate there are approximately 98 Aggrieved Employees who worked a total of
approximately 3,378 PAGA Pay Periods.

4.2 **Aggrieved Employee Data.** Within 30 days of fully executing the settlement
agreement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form
of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the
Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to
immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted
employee identifying information and to provide corrected or updated Aggrieved Employee Data
as soon as reasonably feasible. Without any extension of the deadline by which Defendants must
send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will
expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
to missing or omitted Aggrieved Employee Data.

4.3 **Funding of Gross Settlement Amount.** Defendants shall fully fund the Gross
Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14)
calendar days after the Effective Date. The Parties do not expect any taxes to be paid by Defendants

1 in this matter. However, should there be any taxes owed by Defendants, they shall be paid by
2 Defendants separate and apart from the Gross Settlement Amount.

3 **4.4 Payments from the Gross Settlement Amount.** Within 14 days after Defendants
4 fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual
5 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
6 Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of
7 the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not
8 precede disbursement of Individual PAGA Payments.

9 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
10 send them to the Aggrieved Employees via First Class U.S. Mail, postage
11 prepaid. The face of each check shall prominently state the date (not less
12 than 180 days after the date of mailing) when the check will be voided. The
13 Administrator will cancel all checks not cashed by the void date. Within 14
14 days of receipt of Aggrieved Employee Data, the Settlement Administrator
15 must update the recipients' mailing addresses using the National Change of
16 Address Database.

17 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
18 for all Aggrieved Employees whose checks are returned undelivered without
19 USPS forwarding address. Within five (5) days of receiving a returned check
20 the Administrator must re-mail checks to the USPS forwarding address
21 provided or to an address ascertained through the Aggrieved Employee
22 Address Search. The Administrator need not take further steps to deliver
23 checks to Aggrieved Employees whose re-mailed checks are returned as
24 undelivered. The Administrator shall promptly send a replacement check to
25 any Aggrieved Employee whose original check was lost or misplaced,
26 requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles County, pursuant to Code of Civil Procedure section 384.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for PAGA civil penalties, including, but not limited to, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 246, *et seq.*, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2699 and 2810.5, among others.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA

1 Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for
2 administering the Settlement and attesting to its willingness to serve; competency; operative
3 procedures for protecting the security of Aggrieved Employee Data; amounts of insurance
4 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any
5 actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature
6 and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a
7 signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all
8 necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subd. (a)),
9 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section
10 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with
11 Aggrieved Employees and/or the Administrator.

12 The Notice of Settlement of PAGA Representative Action and the Approval Order shall be
13 mutually agreed upon by the Parties. Additionally, Plaintiff shall provide Defendants with the
14 opportunity to review and comment on the pleadings in connection with the motion for approval
15 of settlement, including the notice of motion, memorandum of points and authorities, and
16 declarations, at least five (5) business days prior to filing of such pleadings with the Court.

17 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for
18 expeditiously finalizing and filing the motion for approval of this Settlement after the full
19 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and
20 appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for
21 delivering the Court’s Preliminary Approval to the Administrator.

22 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
23 application or motion for approval of this Settlement and/or the supporting declarations and
24 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
25 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If
26 the Court does not grant the motion for approval of this Settlement or conditions its approval on
27 any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously
28

work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. **Selection of Administrator.** The Parties have mutually chosen Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR
CLAUSE

Based on Defendants' records, the Parties understand that, as of mediation, there are approximately 3,378 Pay Periods worked by Aggrieved Employees during the PAGA Period.

8.1. The Settlement is based on the Parties' understanding that there are approximately 3,378 pay periods during the PAGA Period. If, at the end of the PAGA Period, the actual total pay periods worked by the Aggrieved Employees during the PAGA Period exceeds this figure by more than 10% (i.e., if there are 3,716 or more total pay periods), Defendants, at their sole discretion, shall either: (1) cap the PAGA Period as of the date on which the cumulative pay periods first meet the ten percent (10%) threshold, with no obligation to include additional pay periods thereafter; or

(2) increase the Gross Settlement Amount proportionately to account for the excess pay periods. In the event Defendants opt for the second option, then the Gross Settlement Amount shall be increase proportionally by the pay periods in excess of 3,716 multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the Gross Settlement Amount by 3,378 ("Pay Period Value"). The Parties agree that the Pay Period Value amounts to \$85.85 per pay period (\$290,000 / 3,378 pay periods). Thus, for example, should there be 4,054 pay periods in the PAGA Period, then the Gross Settlement Amount shall be increased by \$29,017.30 (4,054 pay periods – 3,716 pay periods x \$85.85/pay period). Defendant shall provide the Class Data to the administrator no later than 30 days after full execution of the long form agreement. Defendant shall make its election regarding the above no later than 7 days after receiving information from the administrator regarding the workweek count. Should Defendant fail to make its election within the above timeframe, then option (2) shall automatically apply.

9. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

///

1 **10. ADDITIONAL PROVISIONS**

2 **10.1. No Admission of Liability or Representative Manageability for Other**
3 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
5 any of the allegations in the Operative Complaint have merit or that Defendants have any liability
6 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
7 Defendants' defenses in the Action have merit. The Parties agree that representative treatment is
8 for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement,
9 Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the
10 right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to
11 settle the Action will have no bearing on, and will not be admissible in connection with, any
12 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
14 Agreement together with its attached exhibits shall constitute the entire agreement between the
15 Parties relating to the Settlement, superseding any and all oral representations, warranties,
16 covenants, or inducements made to or by any Party.

17 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant
18 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
19 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
20 effectuate its terms, and to execute any other documents reasonably required to effectuate the terms
21 of this Agreement including any amendments to this Agreement.

22 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and use
23 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
24 the Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
26 content of any document necessary to implement the Settlement, or on any modification of the
27
28

Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. **Use of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or

1 in connection with the Settlement, may be used only with respect to this Settlement, and no other
2 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
3 or rule of court.

4 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement
5 is inserted for convenience of reference only and does not constitute a part of this Agreement.

6 10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
7 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
8 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9 10.15. **Notice.** All notices, demands or other communications between the Parties in
10 connection with this Agreement will be in writing and deemed to have been duly given as of the
11 third business day after mailing by United States mail, or the day sent by email or messenger,
12 addressed as follows:

13 To Plaintiff:

14 **BIBIYAN LAW GROUP, P.C.**
15 Vedang J. Patel (SBN 328647)
16 *vedang@tomorrowlaw.com*
17 Megan R. Lazar (SBN 315007)
18 *megan@tomorrowlaw.com*
19 1460 Westwood Boulevard
20 Los Angeles, California 90024
21 Tel: (310) 438-5555; Fax: (310) 300-1705

22 To Defendants:

23 Travis K. Jang-Busby, Esq.
24 FOLEY & LARDNER LLP
25 11988 El Camino Real, Suite 400
26 San Diego, CA 92130
27 Travis.Jang-busby@foley.com
28 Attorney for Defendants Smart LLC d/b/a Chemical Guys

Nima Darouian (SBN 271367)
Nalee Xiong (SBN 334816)
BALLARD SPAHR LLP
2029 Century Park East, Suite 1400

1 **10.16. Execution in Counterparts.** This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 deemed to be one and the same instrument if counsel for the Parties will exchange between
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
6 the existence and contents of this Agreement.

7 **10.17. Stay of Litigation.** The Parties agree that upon the execution of this Agreement the
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
10 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 The Parties agree that, in the event this Settlement is not approved by the Court, or if this
13 Settlement is terminated by either Party under the provisions of this Settlement, the Parties shall
14 request that the Court reopens the proceedings within thirty (30) days.

15 **10.18. Mutual Waiver of Fees, Costs, and Indemnity.** Plaintiff and Defendants, and each
16 of them, waive any and all claims for fees, costs, indemnity, or contribution against Plaintiff, any
17 Aggrieved Employee, PAGA Counsel, Defendants, or Defendants' Counsel in the Action other
18 than as provided herein.

19 **10.21. Severability.** In the event that one or more of the provisions contained in this
20 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
21 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants'
22 Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually
23 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
24 included in this Agreement.

25 ///

27 ///

1 **IT IS SO AGREED:**

Signed by:

Paul Scott III

8E2C280214E2472...

2
3
4
5 **Plaintiff Cesar Augusto Mendez Velasco**

**Defendant Smart LLC d/b/a Chemical
Guys**

By: Paul Scott III

Its: CFO

6
7
8
9
10
11
12 **Defendant Aston Carter, Inc.**

By: _____

Its: _____

13
14
15
16 **As to Form Only:**

17
18
19
20 **David D. Bibiyan**

21 **Vedang J. Patel**

22 **Megan R. Lazar**

23 **Counsel for Plaintiff**

Travis K. Jang-Busby

Counsel for Defendant Smart LLC

24
25 **Nima Darouian**

26 **Nalee Xiong**

27 **Counsel for Defendant Aston Carter, Inc.**

1 **IT IS SO AGREED:**

2
3
4 *Cesar Augusto Mendez Velasco*

06/09/2026

5 **Plaintiff Cesar Augusto Mendez Velasco**

**Defendant Smart LLC d/b/a Chemical
Guys**

By: _____

Its: _____

11
12 **Defendant Aston Carter, Inc.**

By: 

Its: Employee Relations Manager

16 **As to Form Only:**

18
19 *Vedang J. Patel*

6/9/2026

20 David D. Bibiyan

21 Vedang J. Patel

22 Megan R. Lazar

23 Counsel for Plaintiff

Travis K. Jang-Busby

Counsel for Defendant Smart LLC



25 Nima Darouian

26 Nalee Xiong

27 Counsel for Defendant Aston Carter, Inc.