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FILED
Superior Court of California
County of Los Angeles

03/17/2026

David W. Slayton, Executive Officer / Clerk of Court

By: K. Marquez Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

11 EMILY CARTER, ,

12 Plaintiff,

13 vs.

14 KHRG, LLC, BINH HOANG; and DOES 1 to
15 25, inclusive,

16 Defendants.

Case No.: 24STCV30667 (PAGA
Representative Action)

**~~[PROPOSED]~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Date: 3/17/2026

Time: 8:30am

Dept: 31

Res. ID. 022139296423

Judge: The Honorable Kerry Bensinger
Dept.: 31

Complaint filed: November 20, 2024

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1 informed, adversarial, and arm's-length negotiations between the parties; and that the terms of the
2 Settlement are in all respects fair, adequate, and reasonable.

3 5. The PAGA Settlement Notice to Aggrieved Employees, attached as Exhibit 2 to this
4 Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice
5 practicable under the circumstances.

6 6. The Court finds and declares that, in accordance with the Settlement Agreement,
7 Representative Plaintiff, on behalf of herself individually and as the representative for the State of
8 California and all Aggrieved Employees, releases, relinquishes, settles, and discharges all Released
9 PAGA Claims against the Released Parties, including for all civil penalties under PAGA.

10 7. The Court finds and declares that each Aggrieved Employee, in accordance with the
11 Settlement Agreement, releases all Released PAGA Claims against the Released Parties. Aggrieved
12 Employees and the State of California have no right to opt out of this Settlement, either in whole or
13 in part.

14 8. The Court finds and declares that, in accordance with the Settlement Agreement,
15 PAGA Counsel releases on behalf PAGA Counsel, and their present and former attorneys,
16 employees, principals, agents, successors and assigns, Defendants and each of the Released Parties
17 from all claims for attorney fees and costs incurred relating to the Action and the PAGA Period as
18 provided under any complaint in the Action and all PAGA notices in the Action.

19 9. The Gross Settlement Amount and the structure and methodology used for
20 calculation and distribution of the Gross Settlement Amount, including the LWDA Payment, the
21 PAGA Aggrieved Employee Payment, and the Individual PAGA Payments set forth in the
22 Settlement Agreement, are fair, reasonable, and adequate and are approved.

23 10. The Court approves Apex Class Action Administration to act as the Settlement
24 Administrator. The Court awards the Settlement Administrator in this Action fees and costs in
25 accordance with the terms of the Settlement Agreement in the amount of **\$3,490.00**.

26 11. The Court approves Messrelian Law, Inc., including its attorney Harout Messrelian
27 as PAGA Counsel.

28 12. The Court awards PAGA Counsel attorneys' fees in the amount of \$24,664.20 and

1 costs in the amount of \$10,021.82 which the Court finds to be fair and reasonable. The Court
2 authorizes the Settlement Administrator to make these payments, in accordance with the terms of
3 the Settlement Agreement.

4 13. The Court authorizes the Settlement Administrator to calculate the Net Settlement
5 Amount, inclusive of the LWDA Payment and the PAGA Aggrieved Employee Payment (which
6 comprises the Individual PAGA Payments), in accordance with the terms of the Settlement
7 Agreement.

8 14. The Court finds that payment to the LWDA of 75% of the Net Settlement Amount
9 as its share of the settlement proceeds and in settlement of the Action is fair, adequate, and
10 reasonable. The Court authorizes the Settlement Administrator to pay the LWDA Payment, in
11 accordance with the terms of the Settlement Agreement.

12 15. The Court finds that payment to the Aggrieved Employees of 25% of the Net
13 Settlement Amount as the Aggrieved Employees' share of the settlement proceeds and in
14 settlement of the Action is fair, adequate, and reasonable. The Court authorizes the Settlement
15 Administrator to fund the PAGA Aggrieved Employee Payment and distribute the Individual
16 PAGA Payments in accordance with the terms of the Settlement Agreement.

17 16. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
18 for 180 calendar days after issuance. Funds remaining from any checks for Individual PAGA
19 Payments uncashed after 180 calendar days will be dispersed to the California State Controller's
20 Unclaimed Property Fund in the name(s) of the individuals who did not cash their checks, in
21 accordance with the terms of the Settlement Agreement.

22 17. A final accounting and status conference regarding the status of settlement
23 administration and completion shall take place on [REDACTED], 2026, at 8:30 a.m. in this
24 Department. A final report from the Settlement Administrator Re: Status of Settlement
25 Administration shall be filed at least ten (10) days prior to the hearing. The report from the
26 Settlement Administrator shall be in the form of a declaration from the Settlement Administrator,
27 by a declarant with personal knowledge of the facts, and describes: (i) the date the checks were
28 mailed, (ii) the total number of checks mailed to Aggrieved Employees, (iii) the average amount of

1 those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed
2 checks, (vi) the average amount of the uncashed checks, and (vii) the holder/location and date of the
3 disposition of those unclaimed funds.

4 18. Except as otherwise expressly provided for herein, the parties will each bear
5 responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or
6 arising out of or related to this Action and will not seek reimbursement thereof from any other
7 party.

8 19. In accordance with the Settlement Agreement, nothing in this Order or the
9 Settlement shall be construed as an admission or concession by any party. The Settlement and this
10 resulting Order and entry of judgment simply represent a compromise of disputed allegations,
11 contentions, and claims. The Court acknowledges that, as stated in the Settlement Agreement, in
12 entering into this Agreement, Defendants have not admitted, and have specifically denied, that
13 Defendants have violated any federal, state, or local law; violated any regulations or guidelines
14 promulgated pursuant to any statute or any other applicable laws, regulations or legal
15 requirements; and that, as indicated, this Settlement was entered into by Defendants to avoid the
16 burden and expense of continued litigation.

17 JUDGMENT

18 20. In accordance with, and for the reasons stated above, judgment is hereby rendered
19 and entered under and in accordance with the terms of the Settlement Agreement, whereby the
20 Representative Plaintiff, PAGA Counsel, the State of California, and Aggrieved Employees, shall
21 obtain that which is expressly set forth in the executed Settlement Agreement and in conformance
22 with the Court's approval order. This judgment, upon the effectiveness of the releases of claims
23 provided for in the Settlement, shall constitute a full and complete bar against Representative
24 Plaintiff, PAGA Counsel, the Aggrieved Employees, and the State of California as to all of the
25 claims released by the Settlement and shall be res judicata and collateral estoppel with respect to
26 such released claims.

27 21. Pursuant to California Code of Civil Procedure §664.6 and Rule 3.769(h) of the
28 California Rules of Court and in accordance with the Settlement Agreement, this Court reserves

1 exclusive and continuing jurisdiction over this Action, the Representative Plaintiff, the Aggrieved
2 Employees, and Defendants in the action, for the purpose of supervising the implementation,
3 enforcement, construction, and interpretation of the Settlement Agreement, and the Court's
4 approval order and judgment in the Action.

5 22. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within
6 10 days of the date of this Order and Judgment.

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8 **IT IS SO ORDERED:**

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10 DATED: March 17, 2026

11 
12 The Honorable Kerry Bensinger
13 Judge of The Superior Court
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EXHIBIT 1

1 MESSRELIAN LAW, INC.
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4 Attorneys for Plaintiff Emily Carter,
on behalf of herself and other similarly situated
5 aggrieved employees

6 LIGHTGABLER LLP
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aromanini@lightgablerlaw.com

11 Attorneys for Defendants
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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 EMILY CARTER ,

16 Plaintiff,

17 vs.

18 KHRG, LLC, BINH HOANG; and DOES 1 to
19 25, inclusive,

20 Defendants.
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Case No.: 24STCV30667 (PAGA Representative
Action)

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Judge: The Honorable Kerry Bensinger
Dept.: 31

Complaint filed: November 20, 2024
Trial date: Not Set

1 This Stipulation and Agreement for PAGA Action Settlement (the "Agreement") is made
2 and entered into by and between Plaintiff Emily Carter ("Plaintiff") and Defendants KHRG, LLC
3 dba Q Sushi (the "Company" or "Q Sushi") and Binh Hoang, an individual (collectively
4 "Defendants"). The Parties agree that the above-entitled individual and representative action shall
5 be settled on the terms and conditions set forth in this Agreement, subject to the approval of the
6 Court pursuant to Labor Code section 2699, et seq., the California Private Attorneys General Act of
7 2004 ("PAGA").

DEFINITIONS

9 The following terms have the following definitions as used herein:

10 1. **“Action”** means and refers to the above-captioned action, *Emily Carter v. KHRG,*
11 *LLC, et al.*, Case No. 24STCV30667, which is currently pending in Los Angeles County Superior
12 Court.

13 2. **“Aggrieved Employees”** means all non-exempt employees who were employed or
14 were alleged to have been employed by Defendants, in the State of California, at any time from
15 September 17, 2023 through December 6, 2025.

16 3. The terms “Agreement,” “Settlement,” and “Settlement Agreement” mean this
17 Stipulation and Agreement for PAGA Representative Action Settlement.

18 4. **"Court"** means the Superior Court of the State of California in and for the County
19 of Los Angeles.

20 5. **"Defendants"** means the defendants in the Action, KHRG, LLC dba Q Sushi and
21 Binh Hoang, an individual.

22 6. **“Effective Date”** means the date when all of the following have occurred:

23 a) This Agreement has been signed by the parties hereto, PAGA Counsel, and Defendants'
24 Counsel;

25 **b) The Court has unconditionally and finally approved the Settlement;**

26 c) The Court has entered and filed the Final Order and Judgment in accordance with the
27 terms herein; and

1 d) The Judgment is final. Under this Settlement, if no objection or challenge to the
2 Settlement is made or pending in the Superior Court, the Judgment is final as of the day
3 the Court enters Judgment. If there is an objection, request for review, writ, or other
4 challenge to the Settlement, the Effective Date shall occur sixty-five (65) calendar days
5 after the date the Court enters the Final Order and Judgment to the Settlement if no
6 appeal, request for review, writ, or other challenge is pending regarding the Settlement.
7 If an appeal, request for review, writ, or other challenge is filed or pending regarding the
8 Settlement, the Effective Date will not occur and no amounts will be payable until all
9 appeals, requests for review, writs, or other pending challenges have lapsed or have been
10 favorably resolved in favor of the Settlement and no other appeal, review request, writ
11 or other appellate court review is possible.

12 7. **"Final Order and Judgment"** means the order granting approval of the Settlement
13 and entering Judgment by the Court, in the form as attached to this Agreement as **Exhibit A**.

14 8. **"Gross Settlement Amount"** or **"GSA"** means a maximum total of **\$74,000.00**,
15 which includes all amounts owed and to be paid by Defendant KHRG, LLC under this Agreement,
16 including, without limitation: the Net Settlement Amount; Settlement Administrator costs; and
17 PAGA Counsel's attorneys' fees and costs as awarded by the Court.

18 9. **"Individual PAGA Payment"** means an individual employee's pro rata share of the
19 PAGA Aggrieved Employee Payment.

20 10. **"LWDA Payment"** means the payment to the California Labor Workforce and
21 Development Agency in an amount equal to 75% of the Net Settlement Amount.

22 11. **"Net Settlement Amount"** mean the Gross Settlement Amount minus all of the
23 following: PAGA Counsel's attorneys' fees and costs, and Settlement Administrator costs. It is
24 comprised of and shall be used to fund the LWDA Payment and the PAGA Aggrieved Employee
25 Payment.

26 12. **"PAGA"** means the California Labor Code Private Attorneys General Act of 2004,
27 Cal. Lab. Code sections 2698 *et seq.*, as amended.

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1 13. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the Net
2 Settlement Amount, which shall be distributed among and paid to the Aggrieved Employees out of
3 the Gross Settlement Amount as part of this settlement of the PAGA Claim.

4 14. **"PAGA Claim"** means Representative Plaintiff's individual claim and
5 representative claim on behalf of the Aggrieved Employees for civil penalties under PAGA, as
6 alleged in the Action and in Representative Plaintiff's PAGA notice letters sent to the Labor and
7 Workforce Development Agency, dated June 14, 2024 and September 11, 2024.

8 15. **"PAGA Counsel"** means the law firm of Messrelian Law, Inc., including its attorney
9 Harout Messrelian.

10 16. **"PAGA Period"** means September 17, 2023 through December 6, 2025.

11 17. **"Parties"** means Plaintiff and Representative Plaintiff Emily Carter and Defendants
12 KHRG, LLC dba Q Sushi and Binh Hoang.

13 18. **"Released PAGA Claims"** means any and all claims, demands, rights, liabilities,
14 debts, primary rights, claims for relief, and causes of action for PAGA penalties during the PAGA
15 Period arising out of or relating to the employment of Plaintiff or the Aggrieved Employees that:
16 1) are alleged, were alleged, or could have been alleged in the complaint(s) in the Action (including
17 any previously filed complaints in the Action) or any PAGA notice letter; or 2) arise out of, are
18 comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the
19 complaint in the Action or any PAGA notice letter. This includes, without limitation, claims and
20 allegations made pursuant to PAGA for claims against Defendants for: failure to pay for all hours
21 worked and all wages due, including, without limit, minimum wages or overtime wages; failure to
22 provide meal periods (or pay premium pay); failure to provide rest breaks (or pay premium pay);
23 failure to timely pay all wages owed during employment and/or waiting time penalties to former
24 employees; failure to provide complete and accurate itemized wage statements; failure to indemnify
25 or reimburse for necessary business expenses; failure to pay employee earned tip wages; failure to
26 provide sick leave or written notice of sick leave available; failure to pay all wages owed to
27 discharged and quitting employees; failure to keep or maintain required records; failure to provide
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1 suitable seating and/or rest break facilities; and for any violations of California Labor Code sections,
2 including sections 201-203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 351, 353, 510, 512, 558,
3 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, the applicable IWC Wage Order
4 provisions; and primary and statutory rights alleged in Plaintiff's operative complaint in the Action
5 and in Plaintiff's PAGA notice letters dated June 14, 2024 and September 11, 2024, and referenced
6 in Plaintiff's complaint at paragraph 23.

7 19. "Released Parties" means Defendant KHRG, LLC dba Q Sushi, and Defendant
8 Binh Hoang, and Q Sushi's current and former subsidiaries, parents, predecessors, successors,
9 assigns, and Q Sushi's current and former owners, investors, shareholders, members, partners,
10 officers, directors, managers, employees, supervisors, agents, attorneys, insurers, and
11 representatives.

12 20. "Representative Plaintiff" or "Plaintiff" means Plaintiff Emily Carter.

13 21. "Settlement Administrator" shall mean Apex Class Action Administration, or such
14 other neutral third-party administrator agreed to by the Parties, subject to approval by the Court.

15 **RECITALS**

16 22. Plaintiff alleges that, on or about June 14, 2024 and September 11, 2024, Plaintiff
17 and PAGA Counsel sent PAGA notice and administrative exhaustion letters to the Labor and
18 Workforce Development Agency ("LWDA"), with a copy to Defendant, and such letters and
19 notification to the LWDA are alleged at paragraph 23 of Plaintiff's complaint in the Action.

20 23. On or about November 20, 2024, Plaintiff filed Plaintiff's PAGA Complaint in Los
21 Angeles County Superior Court, in a case entitled *Emily Carter v. KHRG, LLC, et al.*, Case No.
22 24STCV30667, and the case is now pending in Los Angeles County Superior Court.

23 24. The Action alleges a PAGA claim for civil penalties and seeks an award of
24 reasonable attorneys' fees and costs.

25 25. The Parties have conducted a thorough investigation into the facts of the Action and
26 various related matters and Defendants have provided extensive data and information, as well as
27 pertinent documents, relating to the underlying alleged violations. On October 7, 2025, the Parties
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1 attended a full-day mediation with mediator Kevin Barnes, and participated in subsequent ongoing
2 settlement discussions and negotiations. In connection with this, the Parties reached the present
3 Settlement. The Parties understand, acknowledge, and agree that this Settlement constitutes a
4 compromise of the present PAGA Claim, and that it is the desire and intention of the Parties to effect
5 a final and complete resolution of the PAGA Claim.

6 26. The Parties enter into this Settlement Agreement on a conditional basis with the
7 understanding that Court approval of the Settlement is necessary. In the event the Court does not
8 enter a Final Order and Judgment as set forth in this Settlement Agreement, this Settlement
9 Agreement will be deemed null and void ab initio and will be of no force or effect whatsoever, and
10 will not be referred to or utilized for any purpose whatsoever, including as an admission of anything,
11 or as a waiver of any objections, arguments, or positions in connection with the Action.

12 27. Defendants dispute and deny all of the claims in the Action, and do not waive, but
13 rather expressly reserve, all rights to challenge all such claims and allegations upon all legal,
14 procedural, and factual grounds should this Settlement Agreement not become effective or final.
15 Defendants dispute and deny any and all liability, violations, or other improper conduct in
16 connection with the Action, and maintain that Defendants have at all times complied with all
17 relevant laws and obligations and have not engaged in any illegal or otherwise actionable conduct
18 with respect to Plaintiff or any other allegedly aggrieved employees, and further dispute that
19 Defendant Hoang is a proper defendant in this Action. Defendants have entered into this Settlement
20 Agreement to resolve the dispute or disputes that have arisen with Plaintiff (including, without limit,
21 the Action), and to avoid the burden and expense of litigation.

22 28. The Parties stipulate and agree to the following terms of this Settlement Agreement
23 with the intent that this Agreement finally disposes of the Action.

24 **TERMS AND CONDITIONS**

25 29. **Settlement Payments and Calculation of Claims.** Subject to final Court approval
26 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
27 promises set forth in this Agreement, Defendant KHRG, LLC shall pay the Gross Settlement
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1 Amount of Seventy-Four Thousand Dollars and No Cents (\$74,000). The following table sets forth
2 the allocation and distribution of the Gross Settlement Amount as provided for and proposed under
3 the Settlement:

- 4 • **PAGA Counsel reasonable attorneys' fees not to exceed \$24,664.20 (33.33% of GSA).**
- 5 • **PAGA Counsel costs not to exceed \$10,021.82**
- 6 • **Settlement Administration Costs, not to exceed \$3,490.**
- 7 • **\$35,823.98 for the Net Settlement Amount (i.e. the total of the LWDA Payment and PAGA Aggrieved Employee Payment, to be distributed to the LWDA and Aggrieved Employees)**
 - 8 ○ **\$26,867.99 for the LWDA Payment ($\$35,823.98 \times 75\% = 26,867.99$)**
 - 9 ○ **\$8,955.99 for the PAGA Aggrieved Employee Payment ($\$35,823.98 \times 25\% = \$8,955.99$)**

10
11 **30. Apportionment of Gross Settlement Amount.** Subject to Court approval and the
12 conditions specified in this Agreement, the Gross Settlement Amount shall be apportioned as
13 follows:

14 a. **Settlement Administration Fees And Costs:** The fees and costs associated
15 with settlement administration (e.g., preparing and mailing payments to the Aggrieved Employees,
16 tax documentation, etc.) (the "Settlement Administration Costs") shall be paid from the Gross
17 Settlement Amount and are estimated not to exceed **\$3,490**.

18 b. **PAGA Counsel's Attorneys' Fees And Costs:** PAGA Counsel's attorneys'
19 fees and costs shall be paid from the Gross Settlement Amount.

- 20 ○ PAGA Counsel shall be paid from the Gross Settlement Amount an amount
21 that is up to 33.33% of the Gross Settlement Amount for reasonable
22 attorneys' fees (i.e. **\$24,664.20**), plus actual, reasonable documented
23 litigation costs not to exceed **\$10,021.82**.
- 24 ○ The Court's ruling concerning PAGA Counsel's application for attorney fees
25 and costs (whether awarded as requested or altered at the discretion of the
26 Court) shall not affect the enforceability of this Agreement, or the ability of
27 the Court to otherwise approve the Settlement. Any amount requested, but
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not awarded by the Court, shall be included with the Net Settlement Amount and be distributed to the LWDA and Aggrieved Employees as provided herein.

c. Net Settlement Amount: After deducting Court approved PAGA Counsel attorneys' fees and costs, and settlement administration costs from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee Payment. The Net Settlement Amount of approximately \$35,823.98 shall be allocated 75% to the LWDA Payment, which is estimated to total \$26,867.99 ($\$35,823.98 \times 75\% = 26,867.99$). The remaining 25% of the Net Settlement Amount, estimated to total \$8,955.99 ($\$35,823.98 \times 25\% = \$8,955.99$), shall be allocated to the PAGA Aggrieved Employee Payment and shall be paid to the Aggrieved Employees on a *pro rata* basis as noted below, which shall be referred to as each Aggrieved Employee's "Individual PAGA Payment."

Example:¹

Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods. All Aggrieved Employees were actively employed a combined total of 1,000 pay periods during the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as follows:

- 25 pay periods for Aggrieved Employee A ÷ 1,000 total pay periods for all Aggrieved Employees = 0.025%.
- Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is 0.025% of the PAGA Aggrieved Employee Payment.

d. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099. Any payment to PAGA Counsel for attorney fees and costs will be treated and reported by the Settlement Administrator as IRS Form 1099 income to PAGA Counsel.

¹ Example provided for illustrative purposes only and does not reflect an actual payment.

1 **31. Pay Period Estimate / Escalator Clause.** Based on its records, the Company
2 estimated that, as of the date of the 10/7/25 mediation, the Aggrieved Employees worked
3 approximately 2,315 pay periods from September 17, 2023 through the October 7, 2025 mediation
4 date and this estimate served as a basis for the Settlement. If the number of actual pay periods for
5 the Aggrieved Employees during such period exceeds 2,315 by more than ten percent (10%) (*i.e.*
6 are greater than 2,547), then the Gross Settlement Amount will increase proportionately according
7 to the number of additional pay periods over the ten percent (10%) increase.

8 **32. Release By Aggrieved Employees, State of California, and PAGA Counsel.**

9 a. Terms Of Release: In exchange for the consideration recited in this
10 Settlement Agreement, Representative Plaintiff, on behalf of herself for purposes of her individual
11 PAGA claim and as the representative for the State of California and all Aggrieved Employees, as
12 well as each of their respective current, former, and future heirs, executors, administrators,
13 attorneys, agents, and assigns, fully, finally, and forever releases, relinquishes, settles, and
14 discharges all Released PAGA Claims against the Released Parties, including for all civil penalties
15 under PAGA. The Aggrieved Employees and the State of California are deemed by operation of
16 the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of
17 the Released Parties for any Released PAGA Claims.

18 b. No Opt-Outs. Aggrieved Employees and the State of California shall have
19 no right to opt out of this Settlement, either in whole or in part.

20 c. No Claims Based On Stipulation And Agreement. No Aggrieved Employee
21 will have any claim against any of the Released Parties, Defendants' counsel, the Representative
22 Plaintiff, or PAGA Counsel, based on any Settlement Administrator error or omission in
23 administering the Settlement, including performing the mailing and skip-tracing requirements of
24 the Settlement Administrator under this Agreement.

25 d. Release by PAGA Counsel. PAGA Counsel releases on behalf PAGA
26 Counsel, and their present and former attorneys, employees, principals, agents, successors and
27 assigns, Defendants and each of the Released Parties from all claims for attorney fees and costs
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1 incurred relating to the Action and the PAGA Period as provided under any complaint in the
2 Action and all PAGA notices in the Action.

3 e. No Other Actions or Claims. By executing this Agreement, Representative
4 Plaintiff represents, warrants, and confirms that Representative Plaintiff has no other filed or
5 unfilled individual or representative claim or charge of any type (whether class, collective, PAGA,
6 or otherwise) against Defendants or the Released Parties. Representative Plaintiff hereby
7 represents, warrants, and agrees she will not serve as a PAGA representative or class
8 representative in, or participate in, any further claim against Defendants based upon any action,
9 event, or occurrence prior to the date she signs this Settlement Agreement.

10 33. Request For Final Order And Judgment.

11 a. Upon execution of this Agreement, Representative Plaintiff shall promptly
12 file a motion or application with the Court requesting approval of this Settlement which shall
13 include submitting the proposed Final Order and Judgment attached hereto as **Exhibit A**.

14 b. On the date Representative Plaintiff files the motion or application
15 discussed in this paragraph, Representative Plaintiff and PAGA Counsel will also provide notice
16 and advise the LWDA of the Settlement in accordance with PAGA, including, without limit,
17 submitting to the LWDA a notice of the Settlement and enclosing a copy of the Settlement
18 Agreement. Plaintiff's notice and advisement of the Settlement to the LWDA shall also otherwise
19 comply with the notice / settlement requirements of PAGA or orders by the Court.

20 34. No Right to Opt Out / Waiver of Appeal. Representative Plaintiff, Aggrieved
21 Employees, and the State of California shall have no right to opt out of this Settlement, either in
22 whole or in part. Any Aggrieved Employee who does not object to the Settlement waives any and
23 all rights to appeal from or challenge the Final Order and Judgment, including all rights to any
24 post-judgment proceeding and appellate proceeding such as a motion to vacate the judgment,
25 motion for new trial, and extraordinary writs. This waiver does not include a waiver of the right to
26 oppose any appeals, appellate proceedings, or post-judgment proceedings, if any.

27

28

1 35. **Settlement Funding and Payment Date.**

2 a. On or before 7 days after the Effective Date, the Settlement Administrator
3 shall send the Company's counsel instructions for Defendant to fund and pay the Gross Settlement
4 Amount either by electronic wire or check payment, as Defendant may elect.

5 b. On or before 14 days after the Effective Date, Defendant shall pay the Gross
6 Settlement Amount in accordance with the Settlement Administrator payment instructions.

7 c. On or before 7 days after Defendant's payment of the Gross Settlement
8 Amount, the Settlement Administrator shall issue the payments provided by this Agreement.

9 36. **PAGA List.**

10 a. On or before 14 days after the Effective Date, the Company will provide a
11 PAGA List to the Settlement Administrator which will based on the Company's records identifying
12 the Aggrieved Employees by name, social security number, and last known home address, and
13 identify the number of pay periods worked by each Aggrieved Employee during the PAGA Period.
14 ("PAGA List"). In observance of and to protect the privacy interests of Aggrieved Employees, the
15 Settlement Administrator shall preserve and maintain the confidentiality of the PAGA List provided
16 by Defendant and the PAGA List shall not be disclosed to any other person or party unless
17 authorized in writing by Defendants' counsel

18 37. **Individual PAGA Payments To Aggrieved Employees.**

19 a. On or before 7 days after Defendant's payment of the Gross Settlement
20 Amount, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United
21 States Mail, the following: (a) the PAGA Settlement Notice in English and Spanish, attached as
22 **Exhibit B** to this Agreement; and (b) their Individual PAGA Payment check (collectively, the
23 "PAGA Packet"). The amount of such payment will be calculated as provided above and paid from
24 the PAGA Aggrieved Employee Payment.

25 b. Prior to mailing, the Settlement Administrator will update all addresses using
26 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
27 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
28

1 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
2 the Settlement Administrator will promptly conduct a "standard search," sometimes called a "skip
3 trace," to locate a better address. If a better address is found, the Settlement Administrator will
4 promptly re-send the PAGA Packet to such better address. If a better address is not found or the
5 PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
6 Administrator, Defendants, Defendants' counsel, Plaintiff, or PAGA Counsel shall be required to
7 take further action.

8 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
9 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
10 check is not cashed within that period, the settlement payment check will be voided and a stop-
11 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor PAGA Counsel
12 shall have any liability for lost or stolen settlement payment checks, forged signatures on settlement
13 payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash a
14 settlement payment check within the 180 day period.

15 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
16 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
17 transmitted to the California State Controller's office Unclaimed Property Fund in the name of the
18 Aggrieved Employee.

19 38. **Payments Of Attorneys' Fees And Costs, And The LWDA Settlement Payment.**

20 On or before 7 days after the Company's payment of the Gross Settlement
21 Amount:

22 a. The Settlement Administrator will pay from the Gross Settlement Amount to
23 PAGA Counsel the Court-approved attorneys' fees and costs award. Such payment is conditional
24 upon PAGA Counsel providing the Settlement Administrator with a completed Form W-9.

25 b. The Settlement Administrator will pay the LWDA Payment from the Net
26 Settlement Amount by issuing a check in the amount approved by the Court for such LWDA
27 Payment, payable to the "California Labor Workforce and Development Agency."
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1 39. **Deadlines.**

2 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
3 such deadline will be automatically extended to the next regular business day. Unless specified
4 otherwise, all references to "days" shall mean calendar days.

5 40. **Enforcement And Continuing Jurisdiction Of The Court.**

6 Pursuant to the Parties' agreement, this Settlement Agreement shall be approved by the
7 Court and is enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
8 Following entry of the Final Order and Judgment, this Court will have and retain continuing
9 jurisdiction over the Action and over the Parties and the Aggrieved Employees, to the fullest extent
10 necessary and in conformance with applicable law to enforce and effectuate the terms and intent of
11 this Settlement Agreement and the matters provided for in it.

12 41. **Mutual Full Cooperation.**

13 The Parties shall cooperate with each other in accordance with the terms of this Settlement
14 Agreement.

15 42. **Non-Admission of Liability.**

16 Defendants have entered into this Agreement to resolve the dispute that has arisen in
17 connection with the Action and to avoid the burden, expense and risk of continued litigation. In
18 entering into this Agreement, Defendants do not admit, and specifically deny and dispute, that
19 Defendants have violated any federal, state, or local law; violated any regulations or guidelines
20 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
21 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any
22 other unlawful conduct with respect to the Action. Defendants dispute and deny that Plaintiff's
23 Action is suitable for representative action treatment. Neither this Agreement, nor any of its terms
24 or provisions, nor any of the negotiations connected with it, shall be construed as an admission or
25 concession by Defendants with respect to any allegation of Plaintiff, with respect to any alleged
26 violations or failures to comply with any applicable law, or as an admission or concession in any
27 other respect. Except as necessary in a proceeding to enforce the terms of this Agreement, this
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1 Agreement and its terms and provisions shall not be offered or received as evidence in any action
2 or proceeding for any purpose, including, without limitation, to establish any liability or admission
3 on the part of Defendants, to establish or support any contention, or to establish or support the
4 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
5 or other applicable law.

6 43. **Effective Date of Defendant Obligations Under This Agreement.**

7 Defendants' obligations under this Settlement Agreement will become effective only upon
8 the occurrence of the Effective Date. In the event that any of the conditions specified in this
9 Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain approval
10 of the Court for any reason, all matters covered by this Agreement will be null and void. In such
11 event, this Agreement will be void and of no effect, and neither this Agreement nor any negotiations
12 leading to this Settlement will be used or construed by or against any Party as a determination,
13 admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive,
14 and instead expressly reserve, their respective rights regarding the prosecution and defense of the
15 Action in all respects, including all available defenses and affirmative defenses, and to challenge
16 any claim, as if this Settlement Agreement never existed. Further, in the event this Settlement
17 Agreement does not become effective for any reason, the Parties shall be restored to their respective
18 positions as of the date this Settlement Agreement was first signed by a party hereto.

19 44. **Binding Effect of Agreement On Representative Plaintiff and Aggrieved**
20 **Employees.**

21 Upon executing this Agreement, Representative Plaintiff shall be bound by all of the terms
22 herein, and upon the Effective Date, all Aggrieved Employees shall be bound by and subject to this
23 Agreement, including, without limit, the release of claims provided for herein.

24 45. **Stay of Litigation Activity.**

25 Besides the Parties' efforts to effectuate the Settlement as provided herein, litigation
26 activity shall otherwise cease during the period the Parties seek to effectuate this Settlement.

1 **46. Nullification.**

2 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
3 Court's Final Order and Judgment is reversed or modified, or declared or rendered void, then (a) the
4 Settlement Agreement shall become null and void; and (b) the Parties will revert to their respective
5 positions as of the date this Settlement Agreement was first signed by a party hereto.

6 **47. Invalidation.**

7 Invalidation of any material term of this Settlement Agreement will invalidate this
8 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
9 provisions will remain in full force and effect.

10 **48. No Publicity.**

11 Plaintiff and her counsel agree that the terms of this Settlement Agreement (including, but
12 not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this
13 Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or
14 publicized or promoted to the media. Plaintiff or her counsel shall not issue any press release
15 concerning the Action or this Settlement, respond to any press inquiry, or have any communication
16 with the press about this case and/or the fact, amount, or terms of this Settlement, nor shall Plaintiff
17 or Plaintiff's counsel publish any internet or website posting or content identifying, mentioning, or
18 discussing Defendants or their management personnel. Notwithstanding the foregoing, Plaintiff and
19 counsel (1) may tell the public in general only that certain claims "have been resolved by the
20 Parties," and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with
21 the Court in this case; (b) where required by law (e.g., income tax returns, etc.); and (c) to
22 accountants or other tax professionals for the purpose of preparing tax returns.

23 **49. Representative Plaintiff Representation and Warranty Re: No Other Action or**
24 **Assignment of Claims.**

25 Representative Plaintiff hereby warrants and represents that she has not filed any complaint,
26 lawsuit, grievance, demand for arbitration, charge, and/or any other claim against Defendants or the
27 Released Parties with any court, governmental or administrative agency or any other entity asserting
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1 any claim or claims released herein. Representative Plaintiff represents and warrants that there has
2 been no assignment or other transfer, whether in whole or in part, of any interest in any claim that
3 Representative Plaintiff may have against Defendants or the Released Parties. Representative
4 Plaintiff agrees to indemnify and hold Defendants and the Released Parties harmless from any
5 liabilities, claims, demands, damages, costs, expenses, and attorneys' fees incurred by Defendants
6 or the Released Parties as a result of any such assignment or transfer as described herein.

7 50. **Non-Disparagement.**

8 To the fullest extent permitted by law, Representative Plaintiff agrees not to disparage or
9 publish or disseminate information (nor encourage or solicit the disparagement or the dissemination
10 of such information), whether oral or written, that is derogatory in any manner or which may be
11 harmful to Defendants' reputation, whether such information was acquired before, during, or after
12 Representative Plaintiff's employment.

13 51. **Entire Agreement.**

14 This Agreement contains the entire agreement between the Parties and may not be altered,
15 amended, or modified in any respect, except by a writing duly executed by the Parties hereto. All
16 other prior agreements and understandings, representations, oral agreements, and writings
17 concerning the Action, this Agreement, or this settlement as provided herein are expressly
18 superseded hereby and are of no further force or effect. For clarity and avoidance of doubt, any prior
19 agreement to arbitrate involving Plaintiff and any Defendant is not superseded and remains in full
20 force and effect.

21 52. **Authorization To Act.**

22 The Parties hereto warrant and represent that they are authorized to negotiate and agree to
23 this Settlement as provided herein and to take all appropriate action required or permitted to be taken
24 by such parties pursuant to this Settlement and to otherwise effectuate its terms.

25 53. **Modification Only In Writing.**

26 This Settlement Agreement may be amended or modified only by a written instrument signed
27 by all Parties hereto or their successors in interest.

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1 54. **Binding On Successors.**

2 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
3 Agreement, as well as their assigns and successors in interest.

4 55. **No Prior Assignments.**

5 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
6 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
7 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
8 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

9 56. **Governing Law.**

10 All terms of this Settlement Agreement will be governed by and interpreted according to the
11 laws of the State of California, without giving effect to conflict of laws principles.

12

13 57. **Counterparts.**

14 This Settlement Agreement may be executed in one or more counterparts, including by the
15 use of electronic signatures or signatures transmitted by facsimile machine. All executed
16 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
17 Parties will exchange among themselves any signed counterparts.

18 58. **Exhibits.**

19 This Settlement Agreement includes the attached exhibits.

20 59. **Construction Of This Agreement.**

21 The Parties have reached this Settlement Agreement through arms-length negotiations. This
22 Agreement has been drafted and agreed to jointly by the parties hereto. Hence, for purposes of any
23 construction or interpretation of this Settlement Agreement, the Settlement Agreement shall not be
24 construed against either party as the principal drafter of the Settlement Agreement.

25 60. **Corporate Signatories.**

26 Any person executing this Settlement Agreement or any related document on behalf of a
27 corporate signatory warrants and represents for the benefit of all Parties that such person has been
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1 duly authorized by such corporation to execute this Settlement Agreement or any related document.

2 61. **No Tax Advice.**

3 Nothing contained herein constitutes legal advice regarding the taxability or tax
4 consequences of any amounts paid in connection with the Settlement, nor should anything contained
5 herein be relied upon as such, and PAGA Counsel and Defendants' counsel are not providing
6 representation or advice regarding taxes or any withholding matters in connection with this
7 Settlement, either to Plaintiff or Defendants.

8 62. **Representation By Counsel.**

9 The Parties acknowledge and agree that each has been represented by counsel and each has
10 been given the opportunity to consult counsel regarding the contents of this Settlement Agreement,
11 and that each has sought the advice of counsel to the extent each Party believes is necessary to do
12 so prior to entering into this Settlement Agreement.

13 63. **Attorneys' Fees And Costs.**

14 Except as otherwise expressly provided for in this Settlement Agreement, the Parties will
15 each bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by
16 them or arising out of this Action and will not seek reimbursement thereof from any Party to this
17 Settlement Agreement, and no party hereto shall be considered a "prevailing party" (or similar
18 designation) in connection with this matter.

19 [SIGNATURE PAGE(S) TO FOLLOW]
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1 **IT IS SO AGREED:**

2
3 **Dated:** 11/14/2025

PLAINTIFF EMILY CARTER

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5 

6 **Dated:**

DEFENDANT KHRG, LLC dba Q SUSHI

7
8
9 **By:**
Its:

10 **Dated:**

DEFENDANT BINH HOANG

11
12
13

APPROVED AS TO FORM ONLY:

14
15
16 **Dated:** 11/14/2025

17 **By:** 
18 **Messrelian Law, Inc.**
19 **Harout Messrelian**

Attorneys for Plaintiff Emily Carter and the Aggrieved Employees

20 **Dated:**

21 **By:**
22 **LightGabler LLP**
23 **Brian R. Weilbacher**

Attorneys for Defendants

24
25
26
27
28

1 IT IS SO AGREED:

2 Dated: PLAINTIFF EMILY CARTER

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5

6 Dated: 12/10/2025 DEFENDANT KHRG, LLC dba Q SUSHI

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10 Dated: 12/10/2025 DEFENDANT BINH HOANG

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APPROVED AS TO FORM ONLY:

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Dated: 12/10/25

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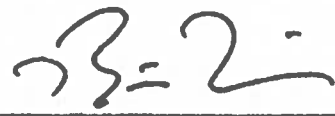
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By: _____
Messrelan Law, Inc.
Harout Messrelan

Attorneys for Plaintiff Emily Carter and the
Aggrieved Employees

By: 
LightGabler LLP
Brian R. Weilbacher
Attorneys for Defendants

eSignature Details

Signer ID: HkUedm3zP538gB7vK7yFKPUe
Signed by: EMILY CARTER
Sent to email: emerald91@protonmail.com
IP Address: 23.240.190.71
Signed at: Nov 14 2025, 11:16 am PST

Signer ID: mrt88HdzGs3CuTpgx6GUB8jt
Signed by: Harout Messrelian
Sent to email: hm@messrelianlaw.com
IP Address: 69.234.47.40
Signed at: Nov 14 2025, 11:17 am PST

EXHIBIT 2

[Date], 2025

Apex Class Action Administration

[Apex Class Action Administration Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: **Emily Carter v. KHRG, LLC, et al. – PAGA Settlement Payment**

Dear Current or Former Employee:

You have received this notice because the records of defendant KHRG, LLC dba Q Sushi ("Defendant," the "Company," or "Q Sushi") indicate that you worked for Defendant for some time from September 17, 2023 through December 6, 2025. This notice relates to the settlement of a lawsuit entitled *Emily Carter v. KHRG, LLC, et al.*, Case No. 24STCV30667 (the "Action").

In the Action, Plaintiff Emily Carter ("Plaintiff") made allegations and sought civil penalties against Defendant Q Sushi and Binh Hoang pursuant to the California Private Attorneys General Act ("PAGA"), a law which allows a plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who the plaintiff alleges were "aggrieved" by alleged wage and hour violations. Plaintiff made a variety of allegations in connection with her PAGA claim, including, for example: alleged failure to pay for all hours worked and all wages due, including, without limit, minimum wages and overtime wages; alleged failure to provide meal periods (or pay premium pay); alleged failure to provide rest breaks (or pay premium pay); alleged failure to timely pay all wages owed during employment and/or waiting time penalties to former employees; alleged failure to provide complete and accurate itemized wage statements; alleged failure to indemnify or reimburse for necessary business expenses; alleged failure to pay employee earned tip wages; alleged failure to provide sick leave or written notice of sick leave available; alleged failure to pay all wages owed to discharged and quitting employees; alleged failure to keep or maintain required records; and alleged failure to provide suitable seating and/or rest break facilities;.

Defendants Have Disputed and Denied All of Plaintiff's Claims and Allegations: From the beginning of the case and to the present, Defendants have disputed and denied all of Plaintiff's allegations, have asserted that Plaintiff's claims are without basis and invalid, and have asserted that Defendants have complied with all laws, including the California Labor Code, the California Wage Orders, and all other relevant California state and federal laws and regulations. Defendants chose to resolve this matter solely to minimize the expense and disruption to their business caused by Plaintiff's Action.

The Court has not issued any ruling regarding whether Plaintiff's Action is valid or meritorious. To avoid the cost, burden, and distraction of litigation, Defendants made a business decision to settle the Action and the settlement has now been approved by the Court.

As part of the settlement of the Action, Defendants agreed to and the Court has approved a settlement under which the Company has paid, in total, the settlement amount of \$74,000. In accordance with the Court's approval, the settlement amount is being distributed to pay for PAGA Counsel's attorneys fees and costs, settlement administration costs, and payments to the State of California and the Company's employees. After deducting fees and costs, the Net Settlement Amount of \$XXXX is being distributed to the State of California and current and former employees of Defendant Q Sushi.

The settlement has resolved the Action in its entirety and it releases the PAGA claims described in this notice. The Net Settlement Amount is divided, as provided by law, between the State of California and Defendants' allegedly aggrieved employees, with the State receiving 75 percent of the penalties and employees receiving the remaining 25 percent.

Under the settlement, Plaintiff, on behalf of the State of California, the "Aggrieved Employees," and herself fully, finally, and forever released, relinquished, settled, and discharged all "Released PAGA Claims" against the "Released Parties."

"Aggrieved Employees" means: "all non-exempt employees who were employed or were alleged to have been employed by Defendants, in the State of California, at any time from September 17, 2023 through December 6, 2025."

"Released PAGA Claims" means: "any and all claims, demands, rights, liabilities, debts, primary rights, claims for relief, and causes of action for PAGA penalties during the PAGA Period arising out of or relating to the employment of Plaintiff or the Aggrieved Employees that: 1) are alleged, were alleged, or could have been alleged in the complaint(s) in the Action (including any previously filed complaints in the Action) or any PAGA notice letter; or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the Action or any PAGA notice letter. This includes, without limitation, claims and allegations made pursuant to PAGA for claims against Defendants for: failure to pay for all hours worked and all wages due, including, without limit, minimum wages or overtime wages; failure to provide meal periods (or pay premium pay); failure to provide rest breaks (or pay premium pay); failure to timely pay all wages owed during employment and/or waiting time penalties to former employees; failure to provide complete and accurate itemized wage statements; failure to indemnify or reimburse for necessary business expenses; failure to pay employee earned tip wages; failure to provide sick leave or written notice of sick leave available; failure to pay all wages owed to discharged and quitting employees; failure to keep or maintain required records; failure to provide suitable seating and/or rest break facilities; and for any violations of California Labor Code sections, including sections, 201-203, 204, 204b, 210, 226, 226.3, 226.7, 233, 246, 351, 353, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, the applicable IWC Wage Order provisions; and primary and statutory rights alleged in Plaintiff's operative complaint in the Action and in Plaintiff's PAGA notice letters dated

June 14, 2024 and September 11, 2024, and referenced in Plaintiff's complaint at paragraph 23."

"Released Parties" means: "Defendant KHRG, LLC dba Q Sushi, and Defendant Binh Hoang, and Q Sushi's current and former subsidiaries, parents, predecessors, successors, assigns, and Q Sushi's current and former owners, investors, shareholders, members, partners, officers, directors, managers, employees, supervisors, agents, attorneys, insurers, and representatives."

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Cashing your check will not affect your current or former employment with the Company. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee.

Regardless of what you do with the settlement check, based on applicable law and the Court's approval of the settlement, the release of claims above has become effective and binding on you, and you are deemed to have released such claims as described above.

If you have any questions about this notice, please contact the Settlement Administrator, [REDACTED] at [REDACTED].