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Attorneys for Plaintiff Eva Jardon

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

EVA JARDON, as an individual and on behalf of)
other similarly situated employees,)

Plaintiff,

vs.)

FULLERTON BAEKJEONG, LLC, a California)
corporation, IRVINE BAEKJEONG, LLC, a)
California corporation, ROWLAND HEIGHTS)
BAEKJEONG, LLC, a California corporation,)
SAN JOSE BAEKJEONG, LLC, a California)
corporation, TEMPLE CITY BAEKJEONG,)
LLC, a California corporation, TORRANCE)
BAEKJEONG, LLC, a California corporation,)
and DOES 1-50, inclusive,)

Defendants)

CASE NO: 30-2021-01207008-CU-OE-CXC

) Assigned for all purposes to:

) Judge William Claster

) Dept. CX104

) **DECLARATION OF ARMOND M.
JACKSON IN SUPPORT PLAINTIFF'S
UNOPPOSED MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF PLAINTIFF'S MOTION
FOR ORDER APPROVING
SETTLEMENT UNDER CALIFORNIA
LABOR CODE SECTION 2699 ET SEQ.**

) [Concurrently filed with Notice of Motion;
) *PAGA Motion; and Proposed Order*]

) **Hearing Date: December 2, 2022**

) **Hearing Time: 9:00 a.m.**

) **Department: CX104**

Case filed: June 22, 2021

Trial date: TBD

Reservation No.

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 1. I am the attorney of record for Plaintiff who filed the above-captioned case against
3 and Defendant Fullerton Baekjeong, LLC, Irvine Baekjeong, LLC, Rowland Heights Baekjeong,
4 LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, and Torrance Baekjeong, LLC
5 (Collectively referred to herein as “Defendants”). I am licensed and admitted to practice law in all
6 state courts of California. This declaration is submitted in support of Plaintiff’s Unopposed
7 memorandum of Points and Authorities in Support of Plaintiff’s Motion for Order Approving
8 Settlement Under California Labor Code section 2699 et seq. (“PAGA Motion”), filed concurrently
9 herewith. The parties entered into a settlement agreement. Attached hereto as **Exhibit A** is a true
10 and correct copy of the settlement agreement.

11 2. Pursuant to California Labor Code Section 2699(1)(2), on October 27, 2022, I
12 submitted the Plaintiff’s Memorandum of Points and Authorities in Support of Plaintiff’s Motion
13 for Order Approving Settlement Under California Labor Code Section 2699 et seq. and a copy of
14 the parties’ settlement agreement to the California Labor and Workforce Development Agency
15 (“LWDA”). Attached hereto as **Exhibit B** is a true and correct copy of the notice.

16 3. Plaintiff filed a civil action entitled *Jardon v. Fullerton Baekjeong, LLC, et al.*,
17 Orange County Superior Court Case No. 30-2021-01207008-CU-OE-CXC (hereinafter referred to
18 as “the Action”). During each phase of discovery, Plaintiff’s counsel engaged in detailed case
19 analysis based on the information revealed. Calculations were performed, as well as an analysis of
20 the risks and rewards of continued litigation. As part of the discovery process, Plaintiff performed
21 an investigation in which it was determined that a total of approximately 1450 aggrieved
22 employees whom were subjected to purported Labor Code violations at Defendant. Throughout the
23 course of the litigation, Plaintiff and Defendant engaged in discovery including informal discovery.
24 Defendant produced a 20% sampling of payroll data and its wage and hour policies. This
25 information allowed Plaintiff to evaluate the claims in preparation for mediation. The parties
26 engaged in a full day mediation on July 18, 2022 with Steven J. Rottman, Esq. that ultimately
27 resulted in a settlement through a mediator’s proposal. Thereafter, the parties executed a long form
28 settlement agreement.

Meal Break Violations

4. Defendant had legally compliant meal break policies. 84.8% of the shifts were between 5 and 6 hours in which Defendants had meal break waiver policies. For shifts greater than 6 hours, according to the expert analysis, there was a 3.9% violation rate. Overall, without accounting for meal break waivers, 76.8% of pay periods contained at least one unique meal break violation. Based upon the pay periods of 26,102 applicable to this case, 20,516 pay periods incurred a meal break Labor Code violation without accounting for any meal break waivers. Taking into account the purported meal break waivers and applying the 3.9% violation rate to account for shifts above 6 hours, the pay periods subjected to meal break violations would be approximately 800 pay periods ($20,516 \times 3.9\%$) equating to \$80,000 in potential PAGA penalties ($800 \times \$100$ per pay period). Defendant also deployed a policy of written warnings for meal break violations as well as documented premium wage payments for some violations.

Rest Break Violations

5. Defendant had legally compliant rest break policies. There is no documentary evidence to evince rest break violations. Applying the same 3.9% meal break violation rate (taking into account meal break waivers) to all of the pay periods of 26,102 equates to 1018 pay periods amounting to \$101,800 in potential PAGA penalties.

Minimum Wage and Overtime Wage Violations

6. Overtime and minimum wage violations were based upon the allegation that the aggrieved employees were subjected to a policy of off-the-clock temperature checks before beginning the shifts as well as before clocking-in. It was alleged that these activities would amount to off-the-clock work. This policy and practice occurred approximately between March 30, 2020 to March 1, 2021 estimating approximately 15,114 pay periods. Based upon this analysis, a maximum exposure would amount to \$1,511,400 in PAGA penalty exposure. The realistic range of exposure should be discounted by 50% to account for the lack of documented evidentiary support resulting in an exposure of \$755,700.

Wage Statements

7. This wage statement claim is based upon Defendants failing to include gross and net wages and total hours worked as a result of failing to include meal break violations and off-the-clock work in violation of Labor Code section 226(a)(1)(2)(5) and (9). The exposure under Labor Code 226(a) would amount to \$1,511,400. This calculation is comprised of the maximum number of pay periods (15,114) being potentially subjected to a wage statement violation based upon meal break, rest break, minimum wage or overtime wage violations. Again, this realistic range of exposure should be discounted by 50% to account for the lack of documented evidentiary support to substantiate the wage statement violations resulting in an exposure of \$755,700.

203 Penalty Violations

8. This penalty claim is based upon purported meal break, rest break, minimum wage or overtime violations. It was estimated that 1000 employees were terminated, laid off, or resigned whom may have been subjected to Labor Code violations. The PAGA penalties equate to \$100,000 (1000 employees*\$100 PAGA Penalty).

2802 Penalty Violations

9. These claims were valued at \$26,100 (26,102*.01 violation rate *\$100) given the lack of evidentiary support for the 2802 claims given Defendant's policy of not requiring employees to bring their own face masks or presenting the schedule in the restaurant obviating the need to use any cell phones for business purposes.

10. Total exposure amounts to \$1,819,300. However, given the risks of the applicability of *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906 given there is an arbitration agreement with a representative action waiver at issue and the discretion to reduce penalties, the exposure amount must be discounted by 65% resulting in a realistic expected exposure of \$636,755 (\$1,819,300 *.35) Here, the \$325,000.00 settlement amount is 51% of the realistic exposure while incorporating risks. If the Court grants Plaintiff's motion, the State and the aggrieved employees will share approximately \$188,317.34 which is a substantial sum given the narrow release and extent of Labor Code violations.

11. I have been a California licensed attorney since November 2011. I began my career

1 in law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
2 Resolution Corporation (“PLDRC”) handling employment related litigation matters. While
3 clerking for PLDRC I analyzed and organized discovery documents and researched employment
4 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
5 worked as an associate attorney at Pedersen McQueen between March 2013 through January 2017
6 almost exclusively engaging in employment matters representing employees. I have litigated
7 several wage and hour case to trial and currently litigating or have litigated cases valued in the six
8 and seven figure dollar range, including representative actions. I had primary responsibility for
9 approximately 20 litigation matters on average throughout my employment at PLDRC and
10 Pedersen McQueen and Pedersen Law. I regularly practice in state court and sometimes federal
11 court. As an associate, my responsibilities included carrying primary case responsibility which
12 includes tasks like taking depositions, conducting damages analysis, analyzing discovery
13 documents, conducting client intake, developing discovery and litigation strategies, participating in
14 mediations and arbitrations, engaging in settlement negotiations, trial preparation and trial work, as
15 well as other responsibilities that commonly coincide with managing cases from start to finish. I
16 have been a member of local bar associations, including the Orange County Bar Association, as
17 well as the State Bar of California and American Bar Association and served in a number of
18 leadership roles at all levels. Most notably, I served as a Committee Member of the Orange County
19 Bar Association Young Lawyers’ Education Committee and Social Committee.

20 12. In January 2017, I officially stated my own practice Jackson Law, APC. Throughout
21 my career, I have litigated or currently litigating approximately over 100 wage and hour Private
22 Attorney General Act cases and/or class action cases. I have litigated approximately over 200
23 employment cases, including wage and hour cases. I was also a member of the California
24 Employment Law Association (“CELA”) and argued before the Ninth Circuit and responsible for a
25 published opinion. Based upon my experience, I believe the benefit conferred by the proposed
26 Settlement is eminently fair and reasonable, and is in the best interests of the State of California
27 and the PAGA Representative Group Members because (1) of the monetary benefits provided to
28 the State such as (payroll taxes, income taxes etc.) for an ongoing business, (2) benefit to the

1 PAGA Representative Group as Defendant changed its practices that appears to advise the
2 employees of their rights enabling them to take their rest breaks and meal breaks as well as retain
3 their jobs and receive some monies for penalties they would not have received but for this lawsuit;
4 and (3) the risk, delay, and uncertainty of continued litigation on Plaintiff and Plaintiff's counsel.

5 13. To date, costs are approximately \$13,360.16. Attached hereto as **Exhibit C**, is a true
6 and correct copy of Plaintiff's costs spreadsheet maintained by Jackson Law, APC's law firm
7 practice management software.

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9 **Attorneys' Fees**

10 14. To date, attorneys' fees are approximately \$109,100.40. Attached hereto as **Exhibit**
11 **D**, is a true and correct copy of Plaintiff's attorneys' fees spreadsheet maintained by Jackson Law,
12 APC's law firm practice management software.

13 15. Attached hereto as **Exhibit E** is a true and correct copy of the March 30, 2021, letter
14 pursuant to the California Private Attorney General Act.

15 19. Attached hereto as **Exhibit F** is a true and correct copy of the Laffey Matrix.

16 20. Below is a non-exhaustive list of prior wage and hour representative actions on
17 which I have served as lead or co-counsel.

18 1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015

19 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
20 Case No. 37-2017-00003415-CU-OE-CTL

21 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
22 WT-CLT

23 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court, Case
24 No. 30-2017-00899277-CU-OE-CXC

25 5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles Superior Court,
26 Case No. BC697241

27 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,
28 Case No. CIVDS1610431

1 7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County Superior Court, Case
2 No. 30-2017-00899290-CU-OE-CXC
3 8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case
4 No. 30-2016-00895669-CU-OE-CXC
5 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
6 BC609306
7 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
8 Superior Court, Case No. BC691018
9 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,
10 Case No. BC715217
11 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No. 30-
12 2016-00854699-CU-OE-CXC
13 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
14 Case No. 30-2018-00989673-CU-OE-CXC
15 14. *Abarca v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case No.
16 30-2016-00840385-CU-OE-CJC
17 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
18 Case No. 30-2018-00978231-CU-WT-CJC
19 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court, Case
20 No. 30-2017-00900653-CU-OE-CJC
21 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court,
22 Case No. BC635918
23 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior
24 Court, Case No. BC674131
25 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court, Case
26 No. 30-2016-00840321-CU-OE-CJC
27 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.
28 BC617880

- 1 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case No.
2 30-2016-00840386-CU-OE-CJC
- 3 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-
4 2015-00795449-CU-OE-CJC
- 5 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
6 Case No. 30-2018-00979111-CU-OE-CXC
- 7 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
8 30-2017-00900648-CU-OE-CXC
- 9 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
10 8:19-cv-00564
- 11 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior Court,
12 Case No. 30-2017-00926015-CU-OE-CXC
- 13 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
14 Case No. 30-2016-00877489-CU-OE-CXC
- 15 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
16 Case No. 30-2018-00978815-CU-OE-CXC
- 17 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
18 BC653817
- 19 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
20 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
- 21 31. *Santiseban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court,
22 Case No. 30-2017-00904202-CU-OE-CXC
- 23 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
24 Case No. 30-2018-00966582-CU-WT-CXC
- 25 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168
- 26 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
27 Case No. BC710735
- 28 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,

Case No. 30-2015-00795457-CU-OE-CJC

36. *Juarez v. Arakelian Enterprises, Inc.*, et al, Los Angeles Superior Court,

Case No. BC710736

37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,

Case No. 30-2018-00981299-CU-OE-CXC

38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,

Case No. BC722778

39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case No.

30-2018-00982745-CU-OE-CXC

40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court,

Case No. 8:18-cv-02249-AG (ADSx)

41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,

Case No. 30-2018-00971152-CU-WT-CJC

42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,

Case No. SACV19-00303 ODW (MAAx)

43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-OE-CJC

44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773

45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,

Case No. BC646999

21. The other attorneys and staff whom worked on this matter are comprised of Andrea Fernandez- Jackson whom is an 8-year California licensed attorney with a billable rate of \$440 per hour which should be considered reasonable. Another attorney at my office Anthony Filer Jr. also worked on this smatter whom is a 1-year California licensed attorney with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba whom is a paralegal with over five years of legal experience with a billable rate of \$145 which should be considered reasonable.

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22. Attached hereto as **Exhibit G** is a true and correct copy of the PAGA notice.

I declare under penalty of perjury and under the laws of the State of California that the foregoing statements are true and correct and stated of my own personal knowledge. I have signed this declaration on October 28, 2022, in Irvine, California.

/s/ Armond M. Jackson
Armond M. Jackson

EXHIBIT A

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Attorneys for Plaintiff Eva Jardon

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

EVA JARDON, as an individual and on behalf
of other similarly situated employees,

Plaintiff,

vs.

FULLERTON BAEKJEONG, LLC, a
California Corporation; IRVINE BAEKJEONG,
LLC, a California corporation, ROWLAND
HEIGHTS BAEKJEONG, LLC, a California
corporation, SAN JOSE BAEKJEONG, LLC, a
California corporation, TEMPLE CITY
BAEKJEONG, LLC, a California corporation,
TORRANCE BAEKJEONG, LLC, a California
corporation, and DOES 1-50, inclusive,

Defendant.

Case No. 30-2021-01207008-CU-OE-CXC

Assigned for all purposes to: Hon. James. J.
Di Cesare, Department C16

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Orange, Plaintiff Eva Jardon (“Plaintiff”) and Defendant Fullerton Baekjeong, LLC, Irvine Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, and Torrance Baekjeong, LLC (“Defendants”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the action entitled *Jardon v. Fullerton Baekjeong, LLC, et al.*, No. 30-2021-01207008-CU-OE-CXC (Orange County Superior Court) (the “Action”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Jardon v. Fullerton Baekjeong, LLC, et al.* Orange County Superior Court Case No. 30-2021-01207008-CU-OE-CXC.
2. “Aggrieved Employees” means all persons who were employed by Defendants as non-exempt, hourly paid employees in the State of California at any time from March 30, 2020 to the date of execution of this agreement.
3. “Court” means the Superior Court for the State of California, County of Orange.
4. “LWDA” means the California Labor and Workforce Development Agency.
5. “Maximum Settlement Amount” means the maximum settlement amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Action, which includes all payments to Aggrieved Employees, Plaintiff, Plaintiff’s Counsel, the LWDA, and the Settlement Administrator.
6. “PAGA Penalties Fund” means the Maximum Settlement Amount less the Attorneys’ Fees and Costs, Service Award, and Settlement Administrator Costs.
7. “Plaintiff’s Counsel” means Jackson APC.
8. “Service Award” means the amount to be paid to Plaintiff as payment for her service on behalf of the LWDA and Aggrieved Employees.
9. “Settled Claims” means any and all claims for PAGA civil penalties under the California

Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could reasonably have been alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts alleged in the Action during the Settlement Period.

10. "Settlement Period" means March 30, 2020 to the date of execution of this Agreement.

TERMS

11. Maximum Settlement Amount. In consideration for Plaintiff's promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay a maximum amount of Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00) ("Maximum Settlement Amount"), which represents the maximum amount payable in this Settlement by Defendants, and includes attorneys' fees, litigation costs and expenses, consideration for Plaintiff's service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Maximum Settlement Amount will be retained by, or revert to, Defendants.

12. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

12(a) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

12(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula:

$$\text{Settlement Payment} = 25\% \text{ of PAGA Penalties Fund} \times [\text{Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period} \div$$

Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

12(c) The Maximum Settlement Amount was calculated based on Defendant's estimate that Aggrieved Employees worked during a total of 26,102 Pay Periods during the Settlement Period. If the number of Pay Periods is Fifteen percent (15%) higher or 30,017 Pay Periods, then Defendant shall, in its sole discretion, have the option to either: (i) end the Settlement Period on the date when the Pay Period count totaled 30,017; or (ii) permit the PAGA Penalties Fund to be increased proportionally by the pay periods worked in excess of 30,017 Pay Periods multiplied by the per Pay Period value.

13. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than One Hundred Eight Thousand Three Hundred Twenty-Two Dollars (\$108,322.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Fifteen Thousand Dollars (\$15,000), both of which will be paid from the Maximum Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund.

14. Service Award. Defendants agree not to oppose or impede any application or motion by Plaintiff for a service award of up to Five Thousand Dollars (\$5,000) ("Service Award").

15. Settlement Administration Costs. The Parties will retain Simpluris, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Maximum Settlement Amount. Based on the estimate that there are approximately one thousand four hundred twenty (1,420) Aggrieved Employees, Settlement Administration Costs are estimated at Ten Thousand Dollars (\$10,000).

16. Court Approval of the Settlement and Distribution of Settlement Payments. Plaintiff will present this Settlement Agreement to the Court and the LWDA. Plaintiff will request that the Court issue

an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the “Order and Judgment”), and dismissing the Action with prejudice.

17. List of Aggrieved Employees. Within seven (7) business days after entry of the Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

18. Funding of the Settlement. Within seven (7) business days after entry of the Order and Judgment, Defendants will deposit the Maximum Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) business days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

19. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as **Exhibit 1**, which will be mutually approved by the Parties. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the LWDA. All settlement

1 payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be
2 issued.

3 20. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved
4 Employees will be forever barred from pursuing against Defendants any and all Settled Claims during
5 the Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released
6 any individual wage and hour claims by virtue of this Settlement.

7 21. No Right to Exclusion or Objections by Representative Action Members. Because this
8 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
9 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
10 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
11 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
12 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties
13 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

14 22. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
15 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
16 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
17 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
18 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
19 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

20 23. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
21 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
23 action or right herein released and discharged.

24 24. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
25 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
26 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
27 and the Parties will be returned to their original respective positions.

28 25. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court

will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

26. Entire Agreement. This Settlement Agreement, and the corresponding Settlement Agreement and Release between Plaintiff and defendant Fullerton Baekjeong, LLC, constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

27. Amendment or Modification. This Settlement Agreement, and the corresponding Settlement Agreement and Release between Plaintiff and defendant Fullerton Baekjeong, LLC, may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

28. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

29. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

30. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

31. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

32. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

33. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

34. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

35. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

36. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

37. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

38. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

39. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

40. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

41. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

42. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 10/13/2022



Eva Jardon

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Dated: 10/19/22

DEFENDANTS

DocuSigned by:

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Fullerton Baekjeong, LLC,
Irvine Baekjeong, LLC,
Rowland Heights Baekjeong, LLC,
San Jose Baekjeong, LLC,
Temple City Baekjeong, LLC, &
Torrance Baekjeong, LLC

APPROVED AS TO FORM

JACKSON APC

Dated: October 18, 2022

Armond M. Jackson

FOX ROTHSCHILD LLP

Dated: October 19, 2022

Nancy Yaffe
Daniel V. Kitzes

EXHIBIT A

[Date], 2022

[Name of Settlement Administrator]

[ADDRESS]

NOTICE OF SETTLEMENT

Re: *Eva Jardon v. Fullerton Baekjeong, LLC, et al.*, Orange County Superior Court

Case No. 30-2021-01207008-CU-OE-CXC

To: All non-exempt employees who were employed by Fullerton Baekjeong, LLC Irvine Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, and/or Torrance Baekjeong, LLC (“Baekjeong” or “Defendants”) in the State of California at any time between March 30, 2020, through [DATE] (“PAGA Members”):

You have received this notice because a settlement has been reached in the above-referenced lawsuit between Plaintiff Eva Jardon (“Plaintiff”), and Defendants.

On [DATE], the Orange County Superior Court issued an Order approving the settlement of claims brought pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”) in the above-referenced case. The Court approved the settlement in the amount of \$325,000.00. After accounting for Plaintiffs’ attorneys’ fees and costs, enhancement payment to the Plaintiff, and settlement administration costs, the State of California will receive [75% of Net Settlement Amount] (75% of the settlement amount as required by law) and the PAGA Members are receiving a pro rata share of the remaining [25% of Net Settlement Amount] (25% of the settlement amount) based upon the number of pay periods they worked for Defendants from March 30, 2020 through [DATE] (the “PAGA Period”).

By way of this Settlement, Defendants have been released from claims that the State of California can pursue for certain Labor Code violations allegedly committed against you, including California Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1198, 2802, and Wage Order 5, Sections 3, 7, 11, 12, and 14 based upon Plaintiff’s allegations of failure to provide meal periods and rest periods, failure to pay minimum and overtime wages, failure to timely pay wages upon discharge or termination, failure to pay employees for compensable off-the-clock work, failure to timely pay wages during employment in accordance with Labor Code section 204, failure to pay wages on time, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, failure to pay wages on time, and failure to reimburse necessary business-related expenses and costs. In approving this Settlement, the Orange County Superior Court did not make a determination about Plaintiff’s claims and it did not decide that Defendants did anything wrong. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving money under the settlement because you are or were a PAGA Member (defined above). The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Your settlement amount is << \$ Amount >>. Your check will be valid for 180 days from issuance. After that date, you cannot cash your check and it will be voided and a stop payment will be issued. Any unpaid cash residue or unclaimed PAGA Member funds will be sent to the California State Controllers’ Office Unclaimed Property Fund. You are responsible for your own tax obligations as this settlement amount will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under the PAGA as asserted by Plaintiff in her lawsuit.

If you have any questions about this notice, or would like to review the settlement-related documents between Plaintiff (on behalf of herself and the State of California) and Defendants, please contact the Settlement Administrator, [Name of Settlement Administrator] at [Insert Phone Number]. **PLEASE DO NOT CALL OR CONTACT THE COURT.**

EXHIBIT B

EXHIBIT C

Activities Export

10/27/2022

4:22 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/08/2022	\$	Jardon Berger Expert Invoice ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.00	\$1,187.50	-	\$1,187.50
03/30/2021	\$	PAGA Filing Fee ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.00	\$75.00	-	\$75.00
10/26/2022	\$	PAGA Approval Filing Fee ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.00	\$74.25	-	\$74.25
10/27/2022	\$	Filing Fees for Approval Motion ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.00	\$74.25	-	\$74.25
03/31/2021	\$	Certified Mail Receipts ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	12.00	\$4.80	-	\$57.60
03/16/2021	\$	Mailed our Request for Personnel File ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$0.71	-	\$0.71
06/24/2021	\$	One Legal Invoice_13044743 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$1,449.25	-	\$1,449.25
09/10/2021	\$	One Legal Invoice 31060789 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$38.35	-	\$38.35
10/20/2021	\$	One Legal Invoice_13283982 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$14.25	-	\$14.25
10/26/2021	\$	One Legal Invoice_13288674 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$14.25	-	\$14.25
10/27/2021	\$	Orange County Civil Docs 065848 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$15.00	-	\$15.00
							\$0.00 0.00h	\$13,360.16 0.00h

Activities Export

10/27/2022

4:22 PM

Date	Type	Description	Matter	User ▲	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/29/2021	\$	Mediation Invoice_4338_ ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$10,000.00	-	\$10,000.00
07/08/2021	\$	Janney and Janney 4685348-01 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$90.00	-	\$90.00
07/09/2021	\$	Janney and Janney 4685348-02 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$75.00	-	\$75.00
06/30/2021	\$	Janney and Janney 4685348-03 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$45.00	-	\$45.00
06/30/2021	\$	Janney and Janney 4685348-04 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$45.00	-	\$45.00
06/30/2021	\$	Janney and Janney 4685348-05 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$45.00	-	\$45.00
06/30/2021	\$	Janney and Janney 4685348-06 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$45.00	-	\$45.00
09/13/2022	\$	One Legal Invoice 13989101 ● Unbilled	00303-Jardon PAGA/CLASS	Maria Ocampo	1.00	\$14.75	-	\$14.75
							\$0.00 0.00h	\$13,360.16 0.00h

EXHIBIT D

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/08/2021		Reviewed arbitration agreement, review motion to compel arbitration, draft proposed amended complaint and stipulation  Unbilled	00303-Jardon PAGA/CLASS	Andrea Fernandez	2.50h	\$440.00	-	\$1,100.00
09/08/2021		email to oc regarding stipulation  Unbilled	00303-Jardon PAGA/CLASS	Andrea Fernandez	0.20h	\$440.00	-	\$88.00
10/19/2021		Prepared joint statements, and email communication with OC regarding named defendants  Unbilled	00303-Jardon PAGA/CLASS	Andrea Fernandez	1.00h	\$440.00	-	\$440.00
09/20/2021		draft joint statement and email to opposing counsel  Unbilled	00303-Jardon PAGA/CLASS	Andrea Fernandez	0.40h	\$440.00	-	\$176.00
09/21/2021		finalize and email correspondence with opposing counsel regarding joint statement  Unbilled	00303-Jardon PAGA/CLASS	Andrea Fernandez	0.50h	\$440.00	-	\$220.00
11/02/2021		Met and conferred with OC regarding named entities and early mediation  Unbilled	00303-Jardon PAGA/CLASS	Andrea Fernandez	0.40h	\$440.00	-	\$176.00
11/29/2021		correspondence from opposing counsel regarding mediation.  Unbilled	00303-Jardon PAGA/CLASS	Andrea Fernandez	0.50h	\$440.00	-	\$220.00
07/18/2022		Attended mediation  Unbilled	00303-Jardon PAGA/CLASS	Andrea Fernandez	8.00h	\$440.00	-	\$3,520.00
					182.31h		\$0.00 0.00h	\$109,100.40 182.31h

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/11/2022	 Unbilled	Drafted Settlement Agreement	00303-Jardon PAGA/CLASS	Anthony Filer	1.30h	\$250.00	-	\$325.00
08/11/2022	 Unbilled	Drafted PAGA Approval Motion	00303-Jardon PAGA/CLASS	Anthony Filer	0.90h	\$250.00	-	\$225.00
08/15/2022	 Unbilled	Drafted PAGA Approval Motion	00303-Jardon PAGA/CLASS	Anthony Filer	0.70h	\$250.00	-	\$175.00
08/17/2022	 Unbilled	Drafted PAGA Approval Motion	00303-Jardon PAGA/CLASS	Anthony Filer	0.30h	\$250.00	-	\$75.00
08/23/2022	 Unbilled	Drafted PAGA Notice	00303-Jardon PAGA/CLASS	Anthony Filer	0.50h	\$250.00	-	\$125.00
08/23/2022	 Unbilled	Review Settlement Agreement	00303-Jardon PAGA/CLASS	Anthony Filer	0.10h	\$250.00	-	\$25.00
09/12/2022	 Unbilled	Review drafted Joint Statement	00303-Jardon PAGA/CLASS	Anthony Filer	0.60h	\$250.00	-	\$150.00
09/13/2022	 Unbilled	Review drafted Joint Statement	00303-Jardon PAGA/CLASS	Anthony Filer	1.00h	\$250.00	-	\$250.00
03/16/2021	 Unbilled	Started to draft PAGA letter.	00303-Jardon PAGA/CLASS	Armond Jackson	0.60h	\$640.00	-	\$384.00
03/23/2021	 Unbilled	Draft PAGA Letter.	00303-Jardon PAGA/CLASS	Armond Jackson	2.20h	\$640.00	-	\$1,408.00
03/30/2021	 Unbilled	Drafted and filed PAGA Notice.	00303-Jardon PAGA/CLASS	Armond Jackson	1.10h	\$640.00	-	\$704.00
05/27/2021	 Unbilled	Revised complaint.	00303-Jardon	Armond	2.00h	\$640.00	-	\$1,280.00

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	PAGA/CLASS	Jackson				
06/22/2021	🕒	Reviewed and finalized complaint for filing. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.90h	\$640.00	-	\$576.00
08/13/2021	🕒	Reviewed motion to compel arbitration. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.70h	\$640.00	-	\$1,088.00
09/08/2021	🕒	Reviewed jardon stipulation. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.30h	\$640.00	-	\$192.00
09/29/2021	🕒	Reviewed Notice of Reassignment. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.20h	\$640.00	-	\$128.00
11/29/2021	🕒	Reviewed email re: mediation. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.20h	\$640.00	-	\$128.00
01/03/2022	🕒	Reviewed and paid invoice. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.25h	\$640.00	-	\$160.00
07/08/2022	🕒	Reviewed PAGA data. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	2.70h	\$640.00	-	\$1,728.00
07/14/2022	🕒	Drafted mediation brief. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	6.50h	\$640.00	-	\$4,160.00
07/15/2022	🕒	Meet and confer re: mediation, review of brief. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.90h	\$640.00	-	\$1,216.00
07/18/2022	🕒	Prepared for and attended mediation.	00303-Jardon PAGA/CLASS	Armond Jackson	9.00h	\$640.00	-	\$5,760.00
					182.31h		\$0.00 0.00h	\$109,100.40 182.31h

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
07/20/2022	🕒	Reviewed MOU. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.15h	\$640.00	-	\$736.00
07/20/2022	🕒	Read email and revised MOU. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.30h	\$640.00	-	\$192.00
08/04/2022	🕒	Discussed settlement agreement. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.20h	\$640.00	-	\$128.00
08/08/2022	🕒	Revised MOU and read email re: revised MOU. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.50h	\$640.00	-	\$320.00
08/17/2022	🕒	Processed settlement agreement and circulated to opposing counsel. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.20h	\$640.00	-	\$128.00
08/23/2022	🕒	Drafted PAGA notice. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.60h	\$640.00	-	\$384.00
09/30/2022	🕒	Reviewed revised settlement agreement. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	0.70h	\$640.00	-	\$448.00
10/11/2022	🕒	Finalized settlement agreement. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.20h	\$640.00	-	\$768.00
10/20/2022	🕒	Drafted PAGA approval motion. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.50h	\$640.00	-	\$960.00
10/21/2022	🕒	Revised PAGA approval motion.	00303-Jardon	Armond	3.16h	\$640.00	-	\$2,022.40
					182.31h		\$0.00	\$109,100.40
							0.00h	182.31h

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	PAGA/CLASS	Jackson				
03/15/2021	🕒	Pre-Lawsuit Investigation of the Key Facts with a Focus on Class Certification Elements, Including Adequacy, Typicality, Superiority, and Commonality ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	4.30h	\$640.00	-	\$2,752.00
03/22/2021	🕒	Researched case theory, drafted complaint. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	4.90h	\$640.00	-	\$3,136.00
03/29/2021	🕒	Pre-Lawsuit Investigation of Potential Damages Exposure of Defendant with Respect to the Damages Sustained by Plaintiff and the Putative Class Members. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	5.20h	\$640.00	-	\$3,328.00
04/06/2021	🕒	Pre-Lawsuit Legal Research & Analysis of Latest Off-the-Clock, Meal and Rest Break Law, Private Attorneys General Act ("PAGA"), and/or Certification Decisions in California, including all New Relevant DLSE Materials ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	3.90h	\$640.00	-	\$2,496.00
04/08/2021	🕒	Investigation of Defendant, Defendant's Business Relationships, and the Industry in which Defendant Operates. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	4.90h	\$640.00	-	\$3,136.00
					182.31h		\$0.00 0.00h	\$109,100.40 182.31h

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/12/2021		Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as It Relates to the Employment and Management of the Putative Class Members  Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	5.20h	\$640.00	-	\$3,328.00
04/14/2021		Investigation of Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity  Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	4.10h	\$640.00	-	\$2,624.00
04/16/2021		Analysis of Competitors within Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors  Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	4.10h	\$640.00	-	\$2,624.00
04/19/2021		Research and Investigation Re: Locations Owned, Managed, and/or Operated by Defendant in California, Including Differences Between the Various Locations to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	00303-Jardon PAGA/CLASS	Armond Jackson	6.40h	\$640.00	-	\$4,096.00
					182.31h		\$0.00 0.00h	\$109,100.40 182.31h

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
04/21/2021	🕒	Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Collective Bargaining Agreements, Distribution/ Warehouse Operations, Store Operations, Delivery and Service Schedules, Reporting Time, Timekeeping, Rounding, Meal/Rest Breaks, On Premises Rest Breaks, On Call, Automated Meal Period and Rest Break Attestation, Overtime Compensation, Shift Differential/ Bonuses, and reimbursement of Business Related Expenses	00303-Jardon PAGA/CLASS	Armond Jackson	4.10h	\$640.00	-	\$2,624.00
		● Unbilled						
04/26/2021	🕒	Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	00303-Jardon PAGA/CLASS	Armond Jackson	4.90h	\$640.00	-	\$3,136.00
		● Unbilled						
04/28/2021	🕒	Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Certification, Liability, and Damages/Civil Penalties.	00303-Jardon PAGA/CLASS	Armond Jackson	4.90h	\$640.00	-	\$3,136.00
		● Unbilled						
04/29/2021	🕒	Sent correspondence and spoke to client	00303-Jardon PAGA/CLASS	Armond Jackson	2.40h	\$640.00	-	\$1,536.00
					182.31h		\$0.00	\$109,100.40
							0.00h	182.31h

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		regarding case update and discussion thereto. ● Unbilled						
07/29/2021	🕒	Reviewed arbitration agreements and researched any prior rulings related to arbitration agreement at issue. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	4.80h	\$640.00	-	\$3,072.00
08/20/2021	🕒	Researched law cited in Defendant's motion to compel arbitration and developed outline for opposition. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	4.10h	\$640.00	-	\$2,624.00
08/23/2021	🕒	Began drafting opposition to Defendant's motion to compel arbitration. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	3.90h	\$640.00	-	\$2,496.00
06/13/2022	🕒	Created data rubric based upon analysis. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	4.90h	\$640.00	-	\$3,136.00
06/15/2022	🕒	Finalized data rubric to coordinate with expert. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	3.10h	\$640.00	-	\$1,984.00
06/20/2022	🕒	Spoke to expert re data rubric ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	2.90h	\$640.00	-	\$1,856.00
07/07/2022	🕒	Reviewed PAGA data including time cards. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	3.90h	\$640.00	-	\$2,496.00
					182.31h		\$0.00	\$109,100.40
							0.00h	182.31h

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/12/2022	 Unbilled	Reviewed and analyzed expert analysis..	00303-Jardon PAGA/CLASS	Armond Jackson	2.10h	\$640.00	-	\$1,344.00
07/11/2022	 Unbilled	Spoke to co-counsel re: analysis of arbitration issues.	00303-Jardon PAGA/CLASS	Armond Jackson	1.10h	\$640.00	-	\$704.00
10/21/2022	 Unbilled	Revised motion for PAGA approval.	00303-Jardon PAGA/CLASS	Armond Jackson	2.20h	\$640.00	-	\$1,408.00
11/22/2021	 Unbilled	Reviewed and revised multiple sets of discovery against Fullerton Baekeong, LLC.	00303-Jardon PAGA/CLASS	Armond Jackson	1.20h	\$640.00	-	\$768.00
11/22/2021	 Unbilled	Reviewed and revised multiple sets of discovery against Irvine Baekeong, LLC.	00303-Jardon PAGA/CLASS	Armond Jackson	1.10h	\$640.00	-	\$704.00
11/22/2021	 Unbilled	Reviewed and revised multiple sets of discovery against Rowland Heights, LLC.	00303-Jardon PAGA/CLASS	Armond Jackson	1.10h	\$640.00	-	\$704.00
11/22/2021	 Unbilled	Reviewed and revised multiple sets of discovery against San Jose Baekeong, LLC.	00303-Jardon PAGA/CLASS	Armond Jackson	1.10h	\$640.00	-	\$704.00
11/22/2021	 Unbilled	Reviewed and revised multiple sets of discovery against Temple City, LLC.	00303-Jardon PAGA/CLASS	Armond Jackson	1.10h	\$640.00	-	\$704.00
					182.31h		\$0.00 0.00h	\$109,100.40 182.31h

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
11/22/2021	🕒	Reviewed and revised multiple sets of discovery against Torrance Baekeong, LLC. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.10h	\$640.00	-	\$704.00
06/30/2022	🕒	Reviewed asset search and ppp loan history of Defendants entities. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	5.30h	\$640.00	-	\$3,392.00
08/06/2021	🕒	Sent correspondence and spoke to client re: arbitration agreement and arbitration. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.90h	\$640.00	-	\$1,216.00
01/06/2022	🕒	Prepared request for informal discovery, reviewed request for informal discovery and drafted correspondence and sent to opposing counsel. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	2.10h	\$640.00	-	\$1,344.00
07/07/2022	🕒	Performed Viking River analysis and impact to this case. Spoke to co-counsel re: Viking River decision applicability on mediation. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	5.30h	\$640.00	-	\$3,392.00
07/06/2022	🕒	Analyzed regarding Viking River and performed analysis for mediation. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	3.20h	\$640.00	-	\$2,048.00
10/25/2022	🕒	Drafted PAGA approval motion.	00303-Jardon	Armond	0.50h	\$640.00	-	\$320.00
					182.31h		\$0.00	\$109,100.40
							0.00h	182.31h

Activities Export

10/27/2022

10:21 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	PAGA/CLASS	Jackson				
10/26/2022	🕒	Finalized PAGA approval motion. ● Unbilled	00303-Jardon PAGA/CLASS	Armond Jackson	1.45h	\$640.00	-	\$928.00
03/11/2021	🕒	Completed Systems 1 and 2. Just waiting for client to sign the welcome docs and then ready to be mailed out. ● Unbilled	00303-Jardon PAGA/CLASS	Yesenia Villalba	0.55h	\$145.00	-	\$79.75
03/17/2021	🕒	Called Mrs. Jardon to go over her documents, she will come on Friday to leave them all. ● Unbilled	00303-Jardon PAGA/CLASS	Yesenia Villalba	0.20h	\$145.00	-	\$29.00
09/23/2021	🕒	Drafted Notice of Initial Case Management Conference ● Unbilled	00303-Jardon PAGA/CLASS	Yesenia Villalba	0.25h	\$145.00	-	\$36.25
10/12/2021	🕒	Formatted first Joint CMC for AJ and AF to review, updated in Monday.com ● Unbilled	00303-Jardon PAGA/CLASS	Yesenia Villalba	0.50h	\$145.00	-	\$72.50
11/17/2021	🕒	Formatted First Salvo ● Unbilled	00303-Jardon PAGA/CLASS	Yesenia Villalba	0.10h	\$145.00	-	\$14.50
07/18/2022	🕒	Assist in Mediation ● Unbilled	00303-Jardon PAGA/CLASS	Yesenia Villalba	4.00h	\$145.00	-	\$580.00
					182.31h		\$0.00 0.00h	\$109,100.40 182.31h

EXHIBIT E

JACKSON^{APC}

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218

Armond M. Jackson
ajackson@jacksonapc.com

March 30, 2021

Sent By Certified Mail to Fullerton Baekjeong, LLC, Irvine Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, Torrance Baekjeong, LLC

Submitted Via Online to Labor and Workforce Development Agency

Fullerton Baekjeong, LLC
22 Centerpointe Dr., Ste. 120
La Palma, California 90623

San Jose Baekjeong, LLC
6 Centerpointe Dr., Ste. 700
La Palma, California 90623

**New Season Corporate Services Agent for
Service of Process for Fullerton
Baekjeong, LLC**
4600 Larson Way
Sacramento, California 95822

**Corporation Service Company Which
Will Do Business In California As CSC-
Lawyers Incorporating Service Agent for
Service of Process for San Jose Baekjeong,
LLC**
4600 Larson Way
Sacramento, California 95822

Irvine Baekjeong, LLC
20410 Gramercy Place
Torrance, California 90501

Temple City Baekjeong, LLC
22 Centerpointe Dr., Ste. 120
La Palma, California 90623

**Michael Chon Agent for Service of Process
for Irvine Baekjeong, LLC**
20410 Gramercy Place
Torrance, California 94501

**New Season Corporate Services Agent for
Service of Process for Temple City
Baekjeong, LLC**
4600 Larson Way
Sacramento, California 95822

Rowland Heights Baekjeong, LLC
22 Centerpointe Dr., Ste. 120
La Palma, California 90623

Torrance Baekjeong, LLC
22 Centerpointe Dr., Ste. 120
La Palma, California 90623

**New Season Corporate Services Agent for
Service of Process for Rowland Heights
Baekjeong, LLC**
4600 Larson Way
Sacramento, California 95822

**New Season Corporate Services Agent for
Service of Process for Torrance
Baekjeong, LLC**
4600 Larson Way
Sacramento, California 95822

**Labor and Workforce Development
Agency**
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections §§ 201, 202, 203, 226(a) 1-2, 4-5, 8-9, 226.3,
226.7, 510, 512, 558, 1194 and Violations of California Labor Code Section 1198, Wage
Order 5, Sections 7, 11 and 12, 2802, 6401 and 6403
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
No. 5-2001 (“Wage Order 5”), Sections 3, 7, 11 and 12 Violations of California Labor
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Eva Jardon et al. v. Fullerton Baekjeong, LLC et al.

Dear Fullerton Baekjeong, LLC, Irvine Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San
Jose Baekjeong, LLC, Temple City Baekjeong, LLC, Torrance Baekjeong, LLC and PAGA
Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code §
2699(f)), which provides notice to the PAGA Administrator, Fullerton Baekjeong, LLC, Irvine
Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City
Baekjeong, LLC, Torrance Baekjeong, LLC, by Eva Jardon (“Ms. Jardon” or “Plaintiff”) on behalf
of all California aggrieved current and aggrieved former similarly situated employees of Fullerton
Baekjeong, LLC, Irvine Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong,
LLC, Temple City Baekjeong, LLC, Torrance Baekjeong, LLC (collectively referred to throughout
herein as “Defendant” or “Defendants”), a private right of action under the Private Attorney
General Act (PAGA) of 2004. Defendants run a common enterprise exercising control and other
employer responsibilities over Plaintiff and California aggrieved current and aggrieved former
similarly situated employees are a single enterprise and/or joint employer of Plaintiff and
California aggrieved current and aggrieved former similarly situated employees.

As a prerequisite to prosecuting this private action in superior court, Ms. Jardon is required
to provide notice by certified mail to the Labor and Workforce Development Agency and the
employers regarding each violation, along with facts and theories supporting each violation as
mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please

contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jacksonapc.com.

Facts and Theories

Defendant is a restaurant company.

This letter encompasses violations for all of Defendants nonexempt California employees.

Plaintiff was responsible for servicing guests and responsibilities as a kitchen staff member and member working in the restaurant.

Throughout Plaintiff's shifts, they were not provided with all 10 minute duty-free uninterrupted rest breaks during its working shifts that were at or above 3.5 hours and 6 hours as a result of encouragement and requirement to take short rest breaks because she was interrupted during rest breaks, had to start rest breaks late and report back from rest breaks early or required to miss entitled rest breaks. These circumstances where Plaintiff and similarly situated employees would be subjected to short, late or interrupted rest periods would happen often during her work shifts amounting to approximately 10 work shifts a month for each employee. As for on-premises rest breaks, each shift Plaintiff and similarly situated employees were required to take rest periods on premises. Moreover, at times when Plaintiff and similarly situated employees were required to report back to work for interrupted rest breaks were not paid premium wages for this interrupted rest break. Finally, Defendants required Plaintiff and similarly situated employees to work on-call or on-premises as they had to be available to perform job tasks and to return to work during rest breaks.

Furthermore, Plaintiff was not provided with proper 30 minute duty-free uninterrupted meal periods each five hours of its working shifts that she was entitled to when she worked over five and ten hour shifts and meal breaks were short, late, interrupted or not taken at all as a result of being encouraged and required to take short meal breaks because she was interrupted during meal breaks, had to start meal breaks late and report back from meal breaks early or completely miss meal breaks due to workload. These circumstances where Plaintiff and similarly situated employees would be subjected to short, late or interrupted meal periods would happen often during her work shifts amounting to approximately 10 work shifts a month for each employee. As for on-premises meal breaks, each shift Plaintiff and similarly situated employees were required to take meal periods on premises. Moreover, Defendants required Plaintiff and similarly situated employees to work on-call or on-premises as they had to be available to perform job tasks and to return to work during meal breaks. Finally at times when Plaintiff and similarly situated employees were required to report back to work for interrupted meal breaks were not paid premium wages for this interrupted meal break.

Defendants have violated California Labor Code sections 226.7, 510, 512, 1194, and Wage Order 5, Sections 7, 11 and 12 and any other applicable wage orders. Other similarly situated employees at Defendants were under the same conditions as Plaintiff.

Moreover, Defendants failed to incorporate Plaintiff's premium wages and hours worth of work, actual name of the legal entity of the employer and applicable rates for all hours worked on their wage statements as required by California Labor Code section 226(a) 1-2, 4-5, 8 and 9. All other similarly situated employees were subjected to the same working conditions as Plaintiff, such as not being provided with their entitled meal breaks and rest breaks and recording their applicable hourly rates for all hours worked and actual hours worked or premium wages earned on their wage statements.

Moreover, Defendants failed to pay for all hours worked due to requiring employees to remain on-premises during meal breaks to be available for work issues or performing work while clocked-out for meal breaks. Moreover, Defendants required Plaintiff and similarity situated employees to clock out early but still perform work to avoid work discipline as post-shift off-the-clock work after clocking out for their regular shifts. Additionally, Plaintiff and similarity situated employees first had to call her manager on days off to check if they were on the schedule but not compensated for this time worked. These practices and policies have resulted in off-the-clock work in violation of Labor Code sections 510, 1194 and Wage Order 5, Sections 3 and any other applicable wage and hour laws. Moreover, Defendants failed to pay for all hours worked due to requiring employees to undergo pre-shift off-the-clock medical inspections and testing before clocking-in. These medical inspections and medical testing and questions required Plaintiff and other employees to work off-the-clock for up to 15 minutes before clocking-in in violation of 510, 1194 and Wage Order 5, Sections 3 and any other applicable wage and hour laws.

Furthermore, Defendants required similarly situated employees to purchase masks to protect from COVID-19 transmissions requiring them to wear these masks at work but failed to reimburse in violation of California Labor Code section 2802 and the applicable California Industrial Welfare Commission wage order(s)

By virtue of not authorizing or permitting Plaintiff and all other similarly situated employees to take their entitled meal breaks and rest breaks, off-the-clock work, failure to reimburse, failing to incorporate hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, name and address of the legal entity employer, hours worked at the applicable hourly rate and deductions that should have been taken out, and rights to accurate wages statements and retention of those rights. Consequently, Defendants are violating California Labor Code Sections, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, and 226.7, 510, 512, and Wage Order 5, Sections 3, 7, 11 and 12, 2802.

Violation of California Labor Code Sections, 201, 202, 203, 204

An employer may not willfully fail to pay any wages owed to an employee who is either discharged, resigns or quits. If the employer does fail to pay its employees upon separation of employment, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. (See Lab. Code §203) Here, Defendants did not compensate Plaintiff and do not compensate other similarly situated employees at the time of discharge or timely at the time of separation due to failing to compensate employees for owed premium wages, off-the-clock work, timely payments at the time of end of employment for COVID-19 lay-offs, off-the-clock work and on-call meal breaks.

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide “accurate itemized statement in writing” each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Plaintiffs’ contention that Defendant are in violation of the following California Labor Codes:

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee’s paystubs. Plaintiffs and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work not being recorded.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee’s paystubs. Plaintiffs and other similarly situated employees’ paystubs did not accurately reflect their total hours worked by virtue of excluding hours worked because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods

but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work not being recorded.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Plaintiffs and other similarly situated employees' paystubs did not accurately reflect all deductions taken out of their paychecks by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work not being recorded.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Plaintiffs' and other similarly situated employees' paystubs did not accurately reflect their net wages earned by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work not being recorded.

Violation of 226 a (8)

Section a (8) requires the name and address of the legal entity that is the employer on an employee's paystub. Plaintiff and other similarly situated employees' paystubs did not reflect the name and address of the legal entity was included on the actual paystubs and only included the name and address of a different employer.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiffs and other similarly situated employees' paystubs did not reflect their applicable hourly rate because BSC and FSS excluded hours worked and wages earned because Plaintiff and other similarly situated

employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work not being recorded.

Violation of California Labor Code Sections 226.7, 512, 1198 and Wage Order 5, Sections 3, 7, 11 and 12

An employer must provide rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order No. 5-2001 (hereinafter “Wage Order 5”).

Under these circumstances, Plaintiffs’ position at Defendants falls within Wage Order 5 employed Plaintiff’s as a non-exempt employees.

California Labor Code sections 226.7, 512 and Wage Order 5, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Order 5, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6-hour shift. Plaintiff and other similarly situated employees regularly worked above five, six and ten hour shifts and were not provided meal breaks every five hours nor were they compensated premium wages for working through their meal breaks as mentioned above.

California Labor Code sections 226.7 and Wage Order 5, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

As described above, Plaintiff and other similarly situated employees did not receive their entitled uninterrupted rest periods and meal breaks during their employment at Defendants while regularly working above 3.5, 4, 6 and 7.5 hour shifts.

Wage Order 5, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation and social security number,” “[time records showing when the employee begins and ends each work period,” “[m]eal periods,” and [t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendants failed to record “meal periods” as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendants failed to incorporate the extra hour’s worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks and rest breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay was not disclosed on the itemized wage statements in violation of Wage Order 5, Section -7- Records.

California Labor Code Section 510, and 1194, Wage Order 5, Section 3

Section 3 lays out the requirements for overtime pay applicable to employees working in restaurants and all similar establishments such as the Commerce Club. If an employee works in excess of eight (8) hours in any one day, or over forty (40) hours in one week, those hours must be paid at the rate of one and one-half (1.5) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours and up until twelve (12) hours in any day. Any hours worked in excess of 12 hours in any workday is to be paid at the rate of double the employee’s regular rate of pay.

Moreover, if any employee works (7) consecutive days, the employee shall be paid one and one-half (1.5) times his or her regular pay for the first eight (8) hours. Any hours worked in excess of eight (8) hours on the seventh consecutive day must be paid at twice the employee’s regular rate of pay.

Violation of Wage Order 7, Section 5

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage. (B) If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall not be less than the minimum wage. When The similarly situated employees were required to report to call in to check if they were on the work schedule without being compensated for this time. The similarly situated employees were never provided with minimum wages or overtime compensation for this time spent working.

Violation of California Labor Code Section 510

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee's regular rate of compensation. (See Lab. Code §510) "Double time" required after twelve hours in any workday, after eight hours on the seventh day of work. Plaintiff and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked through shifts above 8 hours per day and 40 hours per week and worked off-the-clock during on-premises meal breaks . Furthermore, similarly situated employees were being required to report to work early for medical testing and questioning that took up to 15 minutes to complete and not paid the wages for being required to undergo these medical inspections and medical checks. Additionally, as described above, Plaintiff and similarly situated employees were required to work off-the-clock (i.e. pre-shift temperature checks off-the-clock, post-shift work after clocking out, and required to call-in to confirm schedule). The employees were never provided with overtime compensation for this time.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Violation of California Labor Code Section 1194

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full

amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code §1194) When the employees were required to work above 8 hours in a day and 40 hours in a week they were not paid overtime for this work for his off-the-clock work time for on-premises meal breaks or required to work during meal breaks, and other similarly situated employees being required to report to work early for medical testing and questioning that took up to 15 minutes to complete and not paid the wages for being required to undergo these medical inspections and medical checks, the work shifts would amount to above 8 hours of work per day or above 40 hours per week. Additionally, as described above, Plaintiff and similarly situated employees were required to work off-the-clock i.e. pre-shift temperature checks off-the-clock, post-shift work after clocking out, and required to call-in to confirm schedule). The employees were never provided with minimum wages or overtime compensation for this time.

Violation of California Labor Code 2802

Under California Labor Code § 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. In violation of Lab. Code § 2802 Defendants required Plaintiff and the similarly situated employees to purchase items for work at Defendants including, but not limited to, face masks and use of their personal cell phone without reimbursement and other employment related activities without any reimbursement in violation of California Labor Code section 2802.

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

Defendants, on a company-wide basis, failed to provide Ms. Jardon and other similarly situated employees with personal protective equipment, such as face masks, to keep them safe in the workplace from transmitting COVID-19. Despite the fact that Defendants and the law required employees to wear certain personal protective equipment, including face masks, Defendants failed to provide such reasonably necessary equipment to Ms. Jardon and other similarly situated employees to keep them safe.

Defendants' failure to provide Ms. Jardon and other similarly situated employees with safety devices and safeguards, including personal protective equipment, for the workplace violates Labor Code sections 6401 and 6403.

Conclusion

Pursuant to the above stated facts, it is Plaintiffs' theory that Defendants are in violation of Labor Code Labor Code §§ 201, 202, 203, 226(a) 1-2, 4-5, 8-9, 226.3, 226.7, 510, 512, 558, 1194 and Violations of California Labor Code Section 1198, Wage Order 5, Sections 7, 11 and 12, 2802, 6401 and 6403. It is Plaintiff's contention that all similarly situated employees at Defendants are subjected to all of the above-mentioned violations as Defendants employees.

Sincerely,

Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT F

LAFFEY MATRIX

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[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been

approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT G

[Date], 2022

[Name of Settlement Administrator]

[ADDRESS]

NOTICE OF SETTLEMENT

Re: *Eva Jardon v. Fullerton Baekjeong, LLC, et al.*, Orange County Superior Court

Case No. 30-2021-01207008-CU-OE-CXC

To: All non-exempt employees who were employed by Fullerton Baekjeong, LLC Irvine Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, and/or Torrance Baekjeong, LLC (“Baekjeong” or “Defendants”) in the State of California at any time between March 30, 2020, through [DATE] (“PAGA Members”):

You have received this notice because a settlement has been reached in the above-referenced lawsuit between Plaintiff Eva Jardon (“Plaintiff”), and Defendants.

On [DATE], the Orange County Superior Court issued an Order approving the settlement of claims brought pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”) in the above-referenced case. The Court approved the settlement in the amount of \$325,000.00. After accounting for Plaintiffs’ attorneys’ fees and costs, enhancement payment to the Plaintiff, and settlement administration costs, the State of California will receive [75% of Net Settlement Amount] (75% of the settlement amount as required by law) and the PAGA Members are receiving a pro rata share of the remaining [25% of Net Settlement Amount] (25% of the settlement amount) based upon the number of pay periods they worked for Defendants from March 30, 2020 through [DATE] (the “PAGA Period”).

By way of this Settlement, Defendants have been released from claims that the State of California can pursue for certain Labor Code violations allegedly committed against you, including California Labor Code §§ 201, 202, 203, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1198, 2802, and Wage Order 5, Sections 3, 7, 11, 12, and 14 based upon Plaintiff’s allegations of failure to provide meal periods and rest periods, failure to pay minimum and overtime wages, failure to timely pay wages upon discharge or termination, failure to pay employees for compensable off-the-clock work, failure to timely pay wages during employment in accordance with Labor Code section 204, failure to pay wages on time, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, failure to pay wages on time, and failure to reimburse necessary business-related expenses and costs. In approving this Settlement, the Orange County Superior Court did not make a determination about Plaintiff’s claims and it did not decide that Defendants did anything wrong. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving money under the settlement because you are or were a PAGA Member (defined above). The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Your settlement amount is << \$ Amount >>. Your check will be valid for 180 days from issuance. After that date, you cannot cash your check and it will be voided and a stop payment will be issued. Any unpaid cash residue or unclaimed PAGA Member funds will be sent to the California State Controllers’ Office Unclaimed Property Fund. You are responsible for your own tax obligations as this settlement amount will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under the PAGA as asserted by Plaintiff in her lawsuit.

If you have any questions about this notice, or would like to review the settlement-related documents between Plaintiff (on behalf of herself and the State of California) and Defendants, please contact the Settlement Administrator, [Name of Settlement Administrator] at [Insert Phone Number]. **PLEASE DO NOT CALL OR CONTACT THE COURT.**