

October 20, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for San Jose Baekjeong, LLC, Fullerton Baekjeong, LLC.,
Irvine Baekjeong, LLC, Rowland Heights Baekjeong, LLC, Temple City Baekjeong, LLC,
Torrance Baekjeong, LLC, and Kijung Hospitality Group, Inc.:
New Season Corporate Services
4600 Larson Way
Sacramento, CA 95822

Agent for Service of Process for Los Angeles Baekjeong, LLC
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

**Re: Christian Mejia v. San Jose Baekjeong, LLC, Fullerton Baekjeong, LLC.,
Irvine Baekjeong, LLC, Los Angeles Baekjeong, LLC, Rowland Heights
Baekjeong, LLC, Temple City Baekjeong, LLC, Torrance Baekjeong, LLC, and
Kijung Hospitality Group, Inc.**

Dear Labor and Workforce Development Agency, San Jose Baekjeong, LLC, Fullerton Baekjeong, LLC., Irvine Baekjeong, LLC, Los Angeles Baekjeong, LLC, Rowland Heights Baekjeong, LLC, Temple City Baekjeong, LLC, Torrance Baekjeong, LLC, and Kijung Hospitality Group, Inc.:

This letter shall serve as Christian Mejia's ("Mr. Mejia") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by San Jose Baekjeong, LLC, Fullerton Baekjeong, LLC, Irvine Baekjeong, LLC, Los Angeles Baekjeong, LLC, Rowland Heights Baekjeong, LLC, Temple City Baekjeong, LLC, Torrance Baekjeong, LLC, and Kijung Hospitality Group, Inc ("Baekjeong KBBQ"), including the facts and theories to support the alleged violations. Mr. Mejia intends to seek civil penalties against Baekjeong KBBQ under the Private Attorneys General Act of 2004 ("PAGA") on his own behalf and on behalf of all other non-exempt employees currently or formerly employed by Baekjeong KBBQ in California during the statutory period ("Aggrieved Employees"). Mr. Mejia is informed and believes and based thereon alleges that there are at least 100 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Mr. Mejia alleges Baekjeong KBBQ violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting Each Alleged Violation

Mr. Mejia was employed by Baekjeong KBBQ in San Jose, California as a non-exempt

butcher from approximately March 2023 to approximately June 2025.

Minimum and Overtime Wages

Throughout the statutory period, Baekjeong KBBQ failed to pay Mr. Mejia and other Aggrieved Employees at least the legal minimum wages, sick wages, and overtime wages for all hours worked due to Baekjeong KBBQ's policy and practice of requiring Mr. Mejia and other Aggrieved Employees to report to work without furnishing no less than half of their usual or scheduled day's work without payment of no less than 2 hours of pay. Further, Baekjeong KBBQ failed to include the value of discounted meals in Mr. Mejia's and other Aggrieved Employees' regular rate of pay. As a result, Baekjeong KBBQ failed to pay Mr. Mejia and other Aggrieved Employees for all minimum, sick, and overtime wages due in violation of Labor Code §§ 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, Baekjeong KBBQ failed to provide Mr. Mejia and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Mr. Mejia and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. Baekjeong KBBQ failed to pay Mr. Mejia and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. When Baekjeong KBBQ did pay meal period premiums, it failed to do so at Mr. Mejia's and other Aggrieved Employees' regular rate of pay. As a result, Baekjeong KBBQ failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, Baekjeong KBBQ failed to authorize and permit Mr. Mejia and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Mr. Mejia and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. Further, Baekjeong KBBQ maintained an unlawful policy and practice of requiring Mr. Mejia and other Aggrieved Employees to remain on premises during rest periods. Baekjeong KBBQ failed to pay Mr. Mejia and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, Baekjeong KBBQ failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to Baekjeong KBBQ's wage, meal period, rest period, and deduction violations as alleged above, Baekjeong KBBQ failed to provide Mr. Mejia and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

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Timing of Wage Payments

Due to Baekjeong KBBQ's wage, meal period, rest period, and deduction violations as alleged above, Baekjeong KBBQ failed to pay all wages due during Mr. Mejia's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. In fact, Baekjeong KBBQ routinely failed to pay Mr. Mejia's and other Aggrieved Employees' wages until more than 7 days after the close of their biweekly pay periods. This failure was willful and intentional.

Recordkeeping

Due to Baekjeong KBBQ's wage, meal period, rest period, and deduction violations as alleged above, Baekjeong KBBQ failed to maintain accurate and complete records showing the hours worked each day by Mr. Mejia and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Mr. Mejia seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Mr. Mejia will be filing on behalf of himself and all other Aggrieved Employees against Baekjeong KBBQ. Mr. Mejia intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read 'Fawn Bekam', written in a cursive style.

Fawn F. Bekam

Enclosure: Class Action Complaint

