PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Soo In Choi ("Plaintiff"), on behalf of himself and all other aggrieved employees, and Defendants Agassi Gopchang, LLC, Fullerton Baekjeong, LLC, Irvine Baekjeong, LLC, Los Angeles Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, Torrance Baekjeong, LLC, Kijung Hospitality Group, Inc. (collectively "Defendants" and each individually referred to as a "Defendant"), to settle the claims brought under the Private Attorneys General Act ("PAGA"). Plaintiff and Defendants are collectively referred to as the "Parties" and individually referred to as a "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Soo in Choi v. Agassi Gopchang, LLC, et al.*, Case No. 24STCV05943 initiated on March 8, 2024 and pending in Superior Court of the State of California, County of Los Angeles.

1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 "Aggrieved Employee" means as all former and current employees of Defendants in the State of California who were paid on a non-exempt basis during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

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

1.7 "Amended PAGA Notice" means Plaintiff's July 31, 2025, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3 subdivision (a).

1.8 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.9 "Court" means the Superior Court of California, County of Los Angeles.

1.10 "Defendants" means named Defendants Agassi Gopchang, LLC, Fullerton Baekjeong, LLC, Irvine Baekjeong, LLC, Los Angeles Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, Torrance Baekjeong, LLC, Kijung Hospitality Group, Inc.

1.11 "Defense Counsel" means Daniel Kitzes of Fox Rothschild LLP.

1.12 "Effective Date" means the date that the Court grants approval of the settlement.

1.13 "Gross Settlement Amount" means $290,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

1.14 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.15 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.16 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.17 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.18 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Plaintiff Service Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.19 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.20 "PAGA Counsel" means the Law Office of Jonathan Ricasa and Briana Kim, PC, the attorneys representing the Plaintiff in the Action.

1.21 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.22 "PAGA Notice" means Plaintiff's January 2, 2024 letter to Defendant Agassi Gopchang, LLC and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.23 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($56,619.73) and the 65% to LWDA ($105,150.94) in settlement of PAGA claims.

1.25 "PAGA Period" means the period from January 2, 2023 to June 29, 2025.

1.26 "Plaintiff" means Soo In Choi, the named plaintiff in the Action.

1.27 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.28 "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns subsidiaries, and affiliates.

1.29 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On March 8, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant Agassi Gopchang, LLC for (1) failure to provide rest periods; (2) failure to provide rest period premiums; (3) failure to pay minimum wage and/or overtime; (4) failure to provide accurate itemized wage statements; and (5) failure to pay wages at separation. [On October 6, 2025, Plaintiff filed a First Amended Complaint alleging new causes of action against Defendants for failure to provide meal periods and failure to provide meal period premiums. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On May 21, 2025, the Parties participated in an all-day mediation presided over by Sonya Goodwin which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through both formal and informal discovery, the total number of PAGA members; the number of pay periods during the PAGA period; employee handbooks applicable during the PAGA period; Defendants' policies and practices pertaining to timekeeping, meal and rest breaks, and payroll; meal period waivers signed by PAGA members; time punch data for Plaintiff, payroll data for Plaintiff, time punch data for PAGA members, and payroll data for PAGA members.

2.5 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay $290,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Approval Order:

3.2.1 To Plaintiff: PAGA Plaintiff Service Payment of not more than $10,000.00 (in addition to any Individual PAGA Payment the PAGA Plaintiff is entitled to receive as an Aggrieved Employee). Defendants will not oppose Plaintiff's request for a PAGA Plaintiff Service Payment that does not exceed this amount. As part of the motion for approval of this settlement, Plaintiff will seek Court approval for any PAGA Plaintiff Service Payment. If the Court approves a PAGA Plaintiff Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Plaintiff Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Plaintiff Service Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be $96,666.67, and PAGA Counsel Litigation Expenses Payment of not more than $13,062.66. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The

Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $8,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $8,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $161,770.67 to be paid from the Gross Settlement Amount, with 65% ($105,150.94) allocated to the LWDA PAGA Payment and 35% ($56,619.73) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($56,619.73) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 959 Aggrieved Employees who worked a total 29,224 of PAGA Pay Periods.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual PAGA Payments and a letter concerning the Settlement (see Exhibit A) to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.3.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the following cy pres recipient: Legal Aid at Work ("Cy Pres Recipient"), a 501(c)(3) non-profit organization. The Parties, PAGA Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the

Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Aggrieved Employee Data. Not later than 15 days after the Court grants approval, Defendants will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. No later than three (3) business days after receipt of the Aggrieved Employee Data, the Administrator shall notify PAGA Counsel that the list has been received and state the number of Aggrieved Employees and PAGA Pay Periods in the Aggrieved Employee Data.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are 959 Aggrieved Employees who worked 29,224 Pay Periods during the PAGA Period. If, at the time of settlement approval the number of pay periods exceeds 29,224 by more than 10% (2,922 additional pay periods), at Defendants' option, they may choose to pay pro rata the pay period value of $10.00 per pay period for any additional pay periods over 32,146, or end the PAGA period on a date where the pay period count is 32,146 or less.

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

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

10. ADDITIONAL PROVISIONS.

10.1 <u>No Admission of Liability or Representative Manageability for Other Purposes</u>. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that

Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

To Plaintiff: Law Office of Jonathan Ricasa
Attn: Jonathan Ricasa
15760 Ventura Blvd., Suite 700
Encino, CA 91436

Briana Kim, PC
Attn: Raleigh Dixon
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802

P: (818) 650-8077
F: (818) 301-5151
E: jricasa@ricasalaw.com

P: (714) 482-6301
F: (714) 482-6302
E: raleigh@brianakim.com

To Defendants:

DANIEL V. KITZES (SBN 305928)
dkitzes@foxrothschild.com
FOX ROTHSCHILD LLP
10250 Constellation Blvd, Suite 900
Los Angeles, CA 90067
Telephone:(310) 598-4150
Facsimile: (310) 556-9828

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

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

Signed by:
Chris Choi
D2C3493CC80D495...
4/6/2026 For Plaintiff ______ For Defendants

4/6/2026

(date) (date)

Signed by:
Chris Choi
D2C3493CC80D495...
______ Counsel For Plaintiff Daniel V. Kitzes Counsel For Defendants
4/6/2026 03/19/2026
(date) (date)

P: (818) 650-8077
F: (818) 301-5151
E: jricasa@ricasalaw.com

P: (714) 482-6301
F: (714) 482-6302
E: raleigh@brianakim.com

To Defendants:

DANIEL V. KITZES (SBN 305928)
dkitzes@foxrothschild.com
FOX ROTHSCHILD LLP
10250 Constellation Blvd, Suite 900
Los Angeles, CA 90067
Telephone:(310) 598-4150
Facsimile: (310) 556-9828

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______________________ For Plaintiff	______________________ For Defendants
______________________	Michael Chon
(date)	(date) 03/17/2026
Signed by: Chris Choi D2C3493CC80D495...	
______________________ Counsel For Plaintiff	______________________ Counsel For Defendants
4/6/2026	4/6/2026
(date)	(date)

EXHIBIT A

Notice of PAGA Settlement Award and Release of Claims

***Soo in Choi v. Agassi Gopchang, LLC,* Case No. 24STCV05943**

<<EmployeeName>>
<<Address>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>
XX-XX-<<SSN>>

I. NOTICE OF PAGA SETTLEMENT

This is to notify you that you have been designated to receive a settlement award pursuant to the California Private Attorneys General Act ("PAGA"), California Labor Code § 2698 *et seq*., in connection with your employment with Agassi Gopchang, LLC, Fullerton Baekjeong, LLC, Irvine Baekjeong, LLC, Los Angeles Baekjeong, LLC, Rowland Heights Baekjeong, LLC, San Jose Baekjeong, LLC, Temple City Baekjeong, LLC, Torrance Baekjeong, LLC, and Kijung Hospitality Group, LLC (collectively, "Defendants"). This settlement award arises from a lawsuit filed by Plaintiff Soo in Choi ("Plaintiff") against Defendants in the Los Angeles Superior Court, entitled *Choi v. Agassi Gopchangm et al.,* Case No. 24STCV05943.

In this lawsuit, Plaintiff accuses Defendants of violating California wage and hour laws, asserting claims based on Defendants' alleged: (1) failure to provide rest periods; (2) failure to provide rest period premiums, (3) failure to provide meal periods; (4) failure to provide meal period premiums; (5) failure to pay minimum wages and/or overtime; (6) failure to provide accurate, itemized wage statements; and (7) failure to timely pay wages due upon separation. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") under the Private Attorneys General Act ("PAGA"). Defendants deny any wrongdoing and deny all claims alleged by Plaintiff.

The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were, and are, in compliance with the California Labor Code at all times and enter into this PAGA Settlement Agreement 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 this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as all former and current employees of Defendants in the State of California who were paid on a non-exempt basis during the PAGA Period.

The "PAGA Period" is defined as January 2, 2023 through [DATE].

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Under the terms of the PAGA Settlement Agreement, Defendants have agreed to pay a gross settlement amount of $290,000 (the "Gross Settlement Amount"). Deducted from this amount will be sums approved by the Court for (1) attorneys' fees in the lawsuit not to exceed $96,666.67 (33.33% of the Gross Settlement Amount), (2) reasonable costs incurred by Plaintiff's counsel in the lawsuit in the amount of up to $13,062.66, (3) a release payment not to exceed $10,000 to Plaintiff for his services in the lawsuit and a general release by him of all claims, (4) and fees and expenses of the Administrator in the amount of up to $8,500. The entire remaining amount left after the above amounts have been deducted from the Gross Settlement Amount (the "Net Settlement Amount") is estimated to be $161,770.67.

Each Aggrieved Employee will be allocated a settlement share from 35% of the Net Settlement Amount ($56,619.73); the remaining 65% of the Net Settlement Amount ($105,150.94) shall be paid to the Labor and Workforce Development Agency.

Your payment is enclosed herewith.

You worked <<**PayPeriods**>> pay periods during the PAGA Period.

Your individual PAGA payment is <<**CheckAmoun**t>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

"Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

The Court has approved the parties' PAGA Settlement Agreement. By operation of the PAGA Settlement Agreement's terms, all Aggrieved Employees will release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice.

IV. ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Administrator, Phoenix Settlement Administrators, toll free at insert with any questions. You must inform the Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator shall direct all unclaimed funds to the Legal Aid at Work. If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.