



July 31, 2025

Via website <https://dir.tfaforms.net/308>

Attn.: PAGA Administrator
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

RE: Amended PAGA Claim Notice – LWDA-CM-1002571-24 – *Soo In Choi v. Agassi Gopchang, LLC., et al.*

To Whom It May Concern:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act (“PAGA”), Soo In Choi hereby alleges with respect to his employment, his employers 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.. (“Agassi”) violated multiple provisions of the California Labor Code. Specifically, Mr. Choi alleges that Agassi violated sections including without limitation, 201-203, 226(a), 226.7, 510, and 1194 of the California Labor Code and the Industrial Commission (“IWC”) Wage Order No. 5-2001 and/or the applicable wage order. The facts and circumstances concerning the alleged violations include, but are not limited to, the facts and circumstances identified or referenced herein. Mr. Choi and the other aggrieved employees reserve the right to present and/or reference evidence as it is discovered.

Please advise whether the Labor and Workforce Development Agency (“LWDA”) will proceed with an investigation of this matter or whether Mr. Choi may seek civil-penalty recovery for the alleged violations of the California Labor Code under PAGA through private counsel.

The facts and circumstances concerning the alleged violations are outlined below:

1. Agassi is a Korean barbecue restaurant in Los Angeles, California. Mr. Choi was employed from around April 2022 to around March 2023 and worked as a server and head server.
2. Agassi employed Mr. Choi and other aggrieved employees, and exercised control over their wages, hours, and working conditions.
3. Mr. Choi intends to bring this case as a representative action seeking penalties for the State of California in a representative capacity as provided by PAGA to the extent permitted by law, as an aggrieved employee who was not provided rest periods, was not paid wage premiums for

missed rest periods, was not paid all minimum wages due, was underpaid overtime, was not issued proper or complete wage statements, and did not receive all wages due at the termination of employment. Mr. Choi intends to file this action as a representative action.

4. Mr. Choi is informed and believes and thereon alleges that Agassi conducted a joint scheme, business plan or policy in all respects pertinent hereto. All aggrieved employees were subject to identical or nearly identical policies and procedures related to employee compensation. Agassi maintained a highly standardized human resources and management structure. These systematic and companywide policies were a cause of the illegal pay practices.

5. Employers must provide rest periods of at least ten minutes for every four hours worked. For shifts of less than four hours, employees are entitled to a 10-minute rest period after 3 1/2 hours. 8 Cal. C. Regs. §§ 11050, ¶12.

6. Employers must provide meal periods of at least thirty (30) minutes for every five (5) hours worked, unless the employee works a shift for no more than six (6) hours and the employer and employee mutually consent to a waiver of the meal period. 8 Cal. C. Regs. §§ 11050, ¶11.

7. An employer who fails to provide meal or rest periods must pay the employee one additional hour of pay at the employee's regular rate for each day that a meal or rest period was not provided. Cal. Lab. Code § 226.7(c).

8. Mr. Choi and other aggrieved employees were frequently not provided with meal or rest periods. Agassi, by and through its officers, directors and managing agents, intentionally and systematically promulgated and enforced policies under which aggrieved employees worked more than four hours per day without being allowed one (1) rest period of at least ten (10) minutes during which they were relieved of all their respective job duties. Further, Agassi, by and through its officers, directors and managing agents, intentionally and systematically promulgated and enforced policies under which aggrieved employees worked more than five (5) hours per day without being allowed one (1) meal period of at least thirty (30) minutes during which they were relieved of all their respective job duties. Throughout the relevant period, Mr. Choi and other aggrieved employees frequently were required to forgo their meal and rest periods to continue working.

9. Agassi failed to pay Mr. Choi and other aggrieved employees one (1) additional hour of pay at their regular rate of pay for each workday a rest period was not provided.

10. Agassi failed to pay Mr. Choi and other aggrieved employees one (1) additional hour of pay at their regular rate of pay for each workday a meal period was not provided.

11. California workers must receive the minimum wage for each hour worked during the payroll period, even if the agreed-upon compensation exceeds the minimum wage for the total hours worked.

12. Employers must pay one and a half times an employee's "regular rate" if he or she works more than 40 hours per week or more than eight hours per day; and double the "regular rate" for

work in excess of 12 hours per day. Cal. Lab. Code § 510(a).

13. Mr. Choi and other aggrieved employees were not compensated for off-the-clock work that Agassi knew they performed before punching in on the time clock at the beginning of their shift. Before their scheduled shifts, Mr. Choi and other aggrieved employees sampled food, completed tasting logs, and completed checklists, but were not paid minimum wages and/or overtime. After their scheduled shifts, Mr. Choi and other aggrieved employees continued working and/or met with the general manager but were not paid minimum wages and/or overtime.

14. Mr. Choi and other aggrieved employees were not compensated for off-the-clock work that Agassi knew they performed after punching out on the time clock at the end of their shift. After their scheduled shifts, Mr. Choi and other aggrieved employees continued working and/or met with the general manager but were not paid minimum wages and/or overtime.

15. An employer shall furnish to their employee wage statements showing the amount of gross wages earned, total hours worked by the employee, 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 by the employee. Cal. Lab. Code § 226.7(a).

16. Meal and rest break violations entitle Mr. Choi and other aggrieved employees to an extra hour of pay per type of violation. Because these extra hours of pay were not reflected as earned on the pay stubs of Mr. Choi and other aggrieved employees, the meal and rest break violations resulted in wage statement violations.

17. Because Mr. Choi and other aggrieved employees worked off the clock before and after the end of their work shifts, and these extra hours were not reflected as earned on the employee's wage statements, these minimum wage and overtime violations also resulted in wage statement violations.

18. Agassi has knowingly and intentionally failed to comply with Labor Code section 226(a). Agassi's failure in furnishing Mr. Choi and other aggrieved employees with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all earned wage and deprived them of the information necessary to identify the discrepancies in Agassi's reported data.

19. An employer who discharges an employee must immediately pay all compensation due and owing. Cal. Lab. Code § 201(a). Unpaid wages are due within 72 hours after resignation. Cal. Lab. Code § 202. If an employer "willfully" fails to pay wages when due to an employee who is discharged or quits, the employee's wages continue at the same rate until paid or until suit is filed, but not for more than 30 days. Cal. Lab. Code § 203.

20. In light of Agassi's failure to pay meal and rest period wage premiums, minimum wages, and overtime, Agassi willfully failed to pay wages promptly upon Mr. Choi and other aggrieved employees' termination or resignation.

21. The net effect of Agassi's policy and practice, instituted and approved by company managers, is that it willfully withheld meal and rest period wage premiums, minimum wage, and

overtime compensation, to save payroll costs. Agassi enjoyed ill-gained profits at the expense of its employees.

22. Mr. Choi intends to bring this action on behalf of himself and all other aggrieved employees defined as all former and current employees of Agassi in the State of California who were paid on a non-exempt basis, at any time beginning one year prior to the date Mr. Choi sent Notice to the LWDA.

23. Mr. Choi reserves the right to amend or modify the definition of aggrieved employees with respect to issues or in any other way.

VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS
(Labor Code § 2698, *et seq.*) (On Behalf of Mr. Choi and Aggrieved Employees)

24. Mr. Choi re-pleads, re-alleges, and incorporates by reference each allegation set forth above.

25. Agassi failed to provide legally mandated rest periods to Mr. Choi and other aggrieved employees.

26. Failure to provide rest breaks carries an initial PAGA penalty of \$50, and a subsequent penalty of \$100. Lab. Code, § 558, subds. (a)(1)-(2). Mr. Choi, as a personal representative of the general public, seeks to recover any and all penalties for each and every violation shown to exist or to have occurred under Labor Code section 558 during the relevant period in an amount according to proof.

VIOLATION OF PAGA FOR FAILURE TO PAY REST PERIOD PREMIUMS
(Labor Code § 2698, *et seq.*) (On Behalf of Mr. Choi and Aggrieved Employees)

27. Mr. Choi re-pleads, re-alleges, and incorporates by reference each allegation set forth above.

28. Agassi failed to pay rest period premiums to Mr. Choi and other aggrieved employees.

29. An employer's failure to provide rest break premiums is subject to a default PAGA penalty of \$100 for initial violations and \$200 for subsequent violations. Lab. Code, § 2699, subd. (f)(2). Mr. Choi, as a personal representative of the general public, seeks to recover any and all penalties for each and every violation shown to exist or to have occurred under Lab. Code, § 2699, subd. (f)(2) during the relevant period in an amount according to proof.

VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS
(Labor Code § 2698, *et seq.*) (On Behalf of Mr. Choi and Aggrieved Employees)

30. Mr. Choi re-pleads, re-alleges, and incorporates by reference each allegation set forth above.

31. Agassi failed to provide legally mandated meal periods to Mr. Choi and other aggrieved

employees.

32. Failure to provide meal breaks carries an initial PAGA penalty of \$50, and a subsequent penalty of \$100. Lab. Code, § 558, subds. (a)(1)-(2). Mr. Choi, as a personal representative of the general public, seeks to recover any and all penalties for each and every violation shown to exist or to have occurred under Labor Code section 558 during the relevant period in an amount according to proof.

VIOLATION OF PAGA FOR FAILURE TO PAY MEAL PERIOD PREMIUMS
(Labor Code § 2698, *et seq.*) (On Behalf of Mr. Choi and Aggrieved Employees)

33. Mr. Choi re-pleads, re-alleges, and incorporates by reference each allegation set forth above.

34. Agassi failed to pay meal period premiums to Mr. Choi and other aggrieved employees.

35. An employer's failure to provide meal break premiums is subject to a default PAGA penalty of \$100 for initial violations and \$200 for subsequent violations. Lab. Code, § 2699, subd. (f)(2). Mr. Choi, as a personal representative of the general public, seeks to recover any and all penalties for each and every violation shown to exist or to have occurred under Lab. Code, § 2699, subd. (f)(2) during the relevant period in an amount according to proof.

VIOLATION OF PAGA FOR FAILURE TO PAY MINIMUM WAGES AND/OR OVERTIME
(Labor Code § 2698, *et seq.*) (On Behalf of Mr. Choi and Aggrieved Employees)

36. Mr. Choi re-pleads, re-alleges, and incorporates by reference each allegation set forth above.

37. Agassi failed to pay Mr. Choi and other aggrieved employees minimum wages and/or overtime for work performed before and/or after the end of their work shifts.

38. Failure to pay all wages owed during employment carries a default PAGA penalty of \$100 for initial violations and \$200 for subsequent violations. Lab. Code, § 2699, subd. (f)(2). Mr. Choi, as a personal representative of the general public, seeks to recover any and all penalties for each and every violation shown to exist or to have occurred under Lab. Code, § 2699, subd. (f)(2) during the relevant period in an amount according to proof.

VIOLATION OF PAGA FOR FAILURE TO MAINTAIN AND PROVIDE REQUIRED
ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code § 2698, *et seq.*) (On Behalf of Mr. Choi and Aggrieved Employees)

39. Mr. Choi re-pleads, re-alleges, and incorporates by reference each allegation set forth above.

40. Agassi failed to provide accurately itemized statements in writing showing the amount of gross wages earned, total hours worked by the employee, 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 by the employee.

41. Labor Code section 226.3 provides for a civil penalty for violations of section 226(a): \$250 per employee per violation for an initial citation, and \$1,000 per employee for each violation in a further citation. Mr. Choi contends that the \$250/\$1,000 section 226.3 penalty applies to violations of Labor Code section 226, but alternatively, if the \$250/\$1,000 section 226.3 penalty does not apply, then the default \$100/\$200 civil penalty applies. Mr. Choi, as a personal representative of the general public, seeks to recover any and all penalties for each and every violation shown to exist or to have occurred under Labor Code section 226.3 during the relevant period in an amount according to proof.

VIOLATION OF PAGA FOR FAILURE TO TIMELY PAY WAGES AT SEPARATION
(Labor Code § 2698, *et seq.*) (On Behalf of Mr. Choi and Aggrieved Employees)

42. Mr. Choi re-pleads, re-alleges, and incorporates by reference each allegation set forth above.

43. Mr. Choi and other aggrieved employees in California who ended their employment with the Agassi were entitled to be promptly paid meal and rest period wage premiums, minimum wages, and overtime compensation, as required by Labor Code, sections 201-203.

44. Failure to pay all wages due on termination carries a default PAGA penalty of \$100 for initial violations and \$200 for subsequent violations. Lab. Code, § 2699, subd. (f)(2). Mr. Choi, as a personal representative of the general public, seeks to recover any and all penalties for each and every violation shown to exist or to have occurred under Labor Code section Lab. Code, § 2699, subd. (f)(2) during the relevant period in an amount according to proof.

45. Mr. Choi is informed and believes and based thereon alleges, that the violations alleged herein are continuing to the present.

46. Mr. Choi, on behalf of all others similarly situated, will seek a judgment against Agassi for the following:

(a) For all statutory penalties provided under Labor Code § 558, subds. (a)(1)-(2), including \$50 for the initial violation and \$100 for each subsequent violation for each pay period during which an employee was underpaid due to failure to provide paid rest periods;

(b) For all statutory penalties provided under Labor Code § 2699, subd. (f)(2), including \$100 for the initial violation and \$200 for each subsequent violation for each pay period during which an employee was underpaid meal and rest period premiums;

(c) For all statutory penalties provided under Labor Code § 2699, subd. (f)(2), including \$100 for the initial violation and \$200 for each subsequent violation for each pay period during which an employee was underpaid minimum wages and/or overtime;

(d) For all statutory penalties provided under Labor Code section 226.3, including \$250 for the initial violation and \$1,000 for each subsequent violation for each pay period during which an employee was not provided accurate, itemized wage statements, or alternatively, \$100 for the initial

violation and \$200 for each subsequent violation for each pay period during which an employee was not provided accurate, itemized wage statements;

(e) For all statutory penalties provided under Labor Code § 2699, subd. (f)(2), including \$100 for the initial violation and \$200 for each subsequent violation for each pay period during which an employee was not timely paid wages at separation;

(f) For reasonable attorney's fees and costs under PAGA, Labor Code section 2699(g)(1);
and

(g) Such other and further relief as the Court may deem equitable and appropriate.

Very truly yours,

/s/Raleigh Dixon

Raleigh Dixon

Cc: *VIA CERTIFIED MAIL #*
7021 0950 0000 9825 3263
Agassi Gopchang, LLC.
C/o Sandra Linares, Bianca Ortega, or
Laura Linares-Garcia
New Season Corporate Services
4600 Larson Way
Sacramento, California 95822

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3256
Agassi Gopchang, LLC.
20410 Gramercy Place
Torrance, California 90501

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3249
Fullerton Baekjeong, LLC
C/o Sandra Linares, Bianca Ortega, or
Laura Linares-Garcia
New Season Corporate Services
4600 Larson Way
Sacramento, California 95822

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3232
Fullerton Baekjeong, LLC.
20410 Gramercy Place
Torrance, California 90501

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3225
Irvine Baekjeong, LLC
C/o Sandra Linares, Bianca Ortega, or
Laura Linares-Garcia
New Season Corporate Services
4600 Larson Way
Sacramento, California 95822

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3201
Irvine Baekjeong, LLC.
20410 Gramercy Place
Torrance, California 90501

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3096
Los Angeles Baekjeong, LLC
C/o Koy Saecheo, Rebecca Vang, or
Alex Jenkins
CSC – Lawyers Incorporating Service
2710 Gateway Oak Drive, 150N
Sacramento, California 95883

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3218
Los Angeles Baekjeong, LLC.
20410 Gramercy Place
Torrance, California 90501

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3102
Rowland Heights Baekjeong, LLC
C/o Sandra Linares, Bianca Ortega, or
Laura Linares-Garcia
New Season Corporate Services
4600 Larson Way
Sacramento, California 95822

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3119
Rowland Heights Baekjeong, LLC.
20410 Gramercy Place
Torrance, California 90501

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3126
San Jose Baekjeong, LLC
C/o Sandra Linares, Bianca Ortega, or
Laura Linares-Garcia
New Season Corporate Services
4600 Larson Way
Sacramento, California 95822

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3133
San Jose Baekjeong, LLC.
20410 Gramercy Place
Torrance, California 90501

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3140
Temple City Baekjeong, LLC
C/o Sandra Linares, Bianca Ortega, or
Laura Linares-Garcia
New Season Corporate Services
4600 Larson Way
Sacramento, California 95822

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3157
Temple City Baekjeong, LLC.
20410 Gramercy Place
Torrance, California 90501

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3164
Torrance Baekjeong, LLC
C/o Sandra Linares, Bianca Ortega, or
Laura Linares-Garcia
New Season Corporate Services
4600 Larson Way
Sacramento, California 95822

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3171
Torrance Baekjeong, LLC.
20410 Gramercy Place
Torrance, California 90501

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3188
Kijung Hospitality Group, Inc.
C/o Sandra Linares, Bianca Ortega, or
Laura Linares-Garcia
New Season Corporate Services
4600 Larson Way
Sacramento, California 95822

VIA CERTIFIED MAIL #
7021 0950 0000 9825 3195
Kijung Hospitality Group, Inc.
20410 Gramercy Place
Torrance, California 90501