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Attorneys for Plaintiff
Soo In Choi

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT – STANLEY MOSK COURTHOUSE

Soo In Choi,

Plaintiff,

v.

Agassi Gopchang, LLC.; and Does One
through Ten, inclusive,

Defendants.

Case No. **24STCV05943**
Unlimited Civil Case Over \$35,000

COMPLAINT

1. Violation of Private Attorneys General Act (“PAGA”) for Failure to Provide Rest Periods [Cal. Lab. Code §§ 2698, *et seq.*]
2. Violation of PAGA for Failure to Provide Rest Period Premiums [Cal. Lab. Code §§ 2698, *et seq.*]
3. Violation of PAGA for Failure to Pay Minimum Wages and/or Overtime [Cal. Lab. Code §§ 2698, *et seq.*]
4. Violation of PAGA for Failure to Provide Accurate, Itemized Wage Statements [Cal. Lab. Code §§ 2698, *et seq.*]
5. Violation of PAGA for Failure to Pay Wages at Separation [Cal. Lab. Code §§ 2698, *et seq.*]

COMES NOW Plaintiff, and for his causes of action against Defendant, alleges:

PARTIES AND JURISDICTION

1. Plaintiff Soo In Choi is an individual who, during the time periods relevant to this Complaint, was employed by Defendant located in Los Angeles, California.

2. Defendant Agassi Gopchang, LLC. is a limited liability company doing business in Los Angeles, California. At all relevant times herein, Defendant served as the employer of Plaintiff.

3. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as Does One through Ten, but Plaintiff will seek leave to amend this Complaint to allege their true names and capacities once they are ascertained. Upon information and belief, Plaintiff makes all allegations contained in this Complaint against all the Defendants, including Doe One through Doe Ten.

FACTUAL BACKGROUND

4. Defendant operates a Korean barbecue restaurant in Los Angeles, California. Plaintiff was employed from around April 2022 to around March 2023, and worked as a server and head server.

5. Defendant employed Plaintiff and other aggrieved employees, and exercised control over their wages, hours, and working conditions.

6. By this Complaint, Plaintiff brings 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. A true and correct copy of the PAGA Notice showing compliance with Labor Code section 2699.3 is attached as Exhibit 1 and demonstrates that Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the State of California Labor and Workforce Development Agency (“LWDA”) and as a private attorney general. No notice of cure by Defendant was provided and no notice of investigation was received from the LWDA in the statutorily proscribed 65-day period since the submission of the notice of the action to the LWDA. See Cal. Lab. Code § 2699.3(a)(2)(A). Accordingly, Plaintiff files this action as a representative action as provided by California Code of Civil Procedure as specifically permitted and authorized by

1 Labor Code section 2699.3.

2 7. During all, or a portion, of the one-year period before Plaintiff filed the PAGA Notice
3 of his claims with the LWDA, Plaintiff and each of the aggrieved employees Plaintiff seeks to
4 represent, were employed by Defendant and each of them, in the State of California.

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

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

13 10. An employer who fails to provide rest periods must pay the employee one additional hour
14 of pay at the employee's regular rate for each day that a rest period was not provided. Cal. Lab. Code §
15 226.7(c).

16 11. Plaintiff and other aggrieved employees were frequently not provided with rest periods.
17 Defendant, by and through its officers, directors and managing agents, intentionally and systematically
18 promulgated and enforced policies under which aggrieved employees worked more than four hours per
19 day without being allowed one rest period of at least ten minutes during which they were relieved of all
20 their respective job duties. Throughout the relevant period, Plaintiff and other aggrieved employees
21 frequently were required to forgo their rest periods to continue working.

22 12. Defendant failed to pay Plaintiff and other aggrieved employees one additional hour of
23 pay at their regular rate of pay for each workday a rest period was not provided.

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

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

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

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

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

12 17. An employer shall furnish to their employee wage statements showing the amount of
13 gross wages earned, total hours worked by the employee, net wages earned, and all applicable hourly
14 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate
15 by the employee. Cal. Lab. Code § 226.7(a).

16 18. Rest break violations entitle Plaintiff and other aggrieved employees to an extra hour of
17 pay per type of violation. Because these extra hours of pay were not reflected as earned on the pay stubs
18 of Plaintiff and other aggrieved employees, the rest break violations resulted in wage statement
19 violations.

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

24 20. Defendant has knowingly and intentionally failed to comply with Labor Code section
25 226(a). Defendant's failure in furnishing Plaintiff and other aggrieved employees with complete and
26 accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-
27 payment of all earned wage and deprived them of the information necessary to identify the discrepancies
28 in Defendant's reported data.

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

6 22. In light of Defendant’s failure to pay rest period wage premiums, minimum wages, and
7 overtime, Defendant willfully failed to pay wages promptly upon Plaintiff and other aggrieved
8 employees’ termination or resignation.

9 23. The net effect of Defendant’s policy and practice, instituted and approved by company
10 managers, is that it willfully withheld rest period wage premiums, minimum wage, and overtime
11 compensation, to save payroll costs. Defendant enjoyed ill-gained profits at the expense of its
12 employees.

13 24. Plaintiff is informed and believes and based thereon alleges, that the violations alleged
14 herein are continuing to the present.

15 25. Plaintiff brings this action on behalf of himself, and all other aggrieved employees
16 defined as all former and current employees of Defendant in the State of California who were paid on
17 a non-exempt basis, at any time beginning one year prior to the date Plaintiff sent the PAGA Notice
18 to the LWDA.

19 26. Plaintiff reserves the right to amend or modify the definition of aggrieved employees
20 with respect to issues or in any other way.

21 **FIRST CAUSE OF ACTION**

22 VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS

23 (Labor Code § 2698, *et seq.*) (On Behalf of Plaintiff and Aggrieved Employees)

24 27. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in
25 this Complaint.

26 28. Defendant failed to provide legally mandated rest periods to Plaintiff and other aggrieved
27 employees.

28 29. Failure to provide rest breaks carries an initial PAGA penalty of \$50, and a subsequent

1 penalty of \$100. Lab. Code, § 558, subds. (a)(1)-(2). Plaintiff, as a personal representative of the
2 general public, seeks to recover any and all penalties for each and every violation shown to exist or to
3 have occurred under Labor Code section 558 during the relevant period in an amount according to proof.

4 **SECOND CAUSE OF ACTION**

5 VIOLATION OF PAGA FOR FAILURE TO PAY REST PERIOD PREMIUMS

6 (Labor Code § 2698, *et seq.*) (On Behalf of Plaintiff and Aggrieved Employees)

7 30. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in
8 this Complaint.

9 31. Defendant failed to pay rest period premiums to Plaintiff and other aggrieved employees.

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

15 **THIRD CAUSE OF ACTION**

16 VIOLATION OF PAGA FOR FAILURE TO PAY MINIMUM WAGES AND/OR OVERTIME

17 (Labor Code § 2698, *et seq.*) (On Behalf of Plaintiff and Aggrieved Employees)

18 33. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in
19 this Complaint.

20 34. Defendant failed to pay Plaintiff and other aggrieved employees minimum wages and/or
21 overtime for work performed before and/or after the end of their work shifts.

22 35. Failure to pay all wages owed during employment carries a default PAGA penalty of
23 \$100 for initial violations and \$200 for subsequent violations. Lab. Code, § 2699, subd. (f)(2). Plaintiff,
24 as a personal representative of the general public, seeks to recover any and all penalties for each and
25 every violation shown to exist or to have occurred under Lab. Code, § 2699, subd. (f)(2) during the
26 relevant period in an amount according to proof.

1 **FOURTH CAUSE OF ACTION**

2 VIOLATION OF PAGA FOR FAILURE TO MAINTAIN AND PROVIDE REQUIRED ACCURATE
3 ITEMIZED WAGE STATEMENTS

4 (Labor Code § 2698, *et seq.*) (On Behalf of Plaintiff and Aggrieved Employees)

5 36. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in
6 this Complaint.

7 37. Defendant failed to provide accurately itemized statements in writing showing the
8 amount of gross wages earned, total hours worked by the employee, net wages earned, and all applicable
9 hourly rates in effect during the pay period and the corresponding number of hours worked at each
10 hourly rate by the employee.

11 38. Labor Code section 226.3 provides for a civil penalty for violations of section 226(a):
12 \$250 per employee per violation for an initial citation, and \$1,000 per employee for each violation in a
13 further citation. Plaintiff contends that the \$250/\$1,000 section 226.3 penalties apply to violations of
14 Labor Code section 226, but alternatively, if the \$250/\$1,000 section 226.3 penalties do not apply, then
15 the default \$100/\$200 civil penalties applies. Plaintiff, as a personal representative of the general public,
16 seeks to recover any and all penalties for each and every violation shown to exist or to have occurred
17 under Labor Code section 226.3 during the relevant period in an amount according to proof.

18 **FIFTH CAUSE OF ACTION**

19 VIOLATION OF PAGA FOR FAILURE TO TIMELY PAY WAGES AT SEPARATION

20 (Labor Code § 2698, *et seq.*) (On Behalf of Plaintiff and Aggrieved Employees)

21 39. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in
22 this Complaint.

23 40. Plaintiff and other aggrieved employees in California who ended their employment with
24 the Defendant were entitled to be promptly paid rest periods wage premiums, minimum wages, and
25 overtime compensation, as required by Labor Code, sections 201-203.

26 41. Failure to pay all wages due on termination carries a default PAGA penalty of \$100 for
27 initial violations and \$200 for subsequent violations. Lab. Code, § 2699, subd. (f)(2). Plaintiff, as a
28 personal representative of the general public, seeks to recover any and all penalties for each and every

1 violation shown to exist or to have occurred under Labor Code section Lab. Code, § 2699, subd. (f)(2)
2 during the relevant period in an amount according to proof.

3 WHEREFORE, Plaintiff, on behalf of himself and all other aggrieved employees in California,
4 prays for relief and judgment against Defendant as follows:

5 1. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq.
6 for failure to provide all meal periods;

7 2. For an amount sufficient to recover up to three years of underpaid wages to those
8 employees who were underpaid wages due to failure to provide paid meal periods pursuant to Labor
9 Code section 558;

10 3. For all statutory penalties provided under Labor Code section 558, including \$50 for the
11 initial violation and \$100 for each subsequent violation for each pay period during which an employee
12 was underpaid due to failure to provide paid meal periods;

13 4. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq.
14 for failure to provide all rest periods;

15 5. For an amount sufficient to recover up to three years of underpaid wages to those
16 employees who were underpaid wages due to failure to provide paid rest periods pursuant to Labor Code
17 section 558;

18 6. For all statutory penalties provided under Labor Code section 558, including \$50 for the
19 initial violation and \$100 for each subsequent violation for each pay period during which an employee
20 was underpaid due to failure to provide paid rest periods;

21 7. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq.
22 for failure to pay all minimum wages due;

23 8. For an amount sufficient to recover up to three years of underpaid wages to those
24 employees who were underpaid minimum wages pursuant to Labor Code section 558;

25 9. For all statutory penalties provided under Labor Code section 558, including \$50 for the
26 initial violation and \$100 for each subsequent violation for each pay period during which an employee
27 was underpaid minimum wages;

28 10. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq.

1 for failure to pay all overtime wages due;

2 11. For an amount sufficient to recover up to three years of underpaid wages to those
3 employees who were underpaid overtime wages pursuant to Labor Code section 558;

4 12. For all statutory penalties provided under Labor Code section 558, including \$50 for the
5 initial violation and \$100 for each subsequent violation for each pay period during which an employee
6 was underpaid overtime wages;

7 13. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq.
8 for failure to provide accurate, itemized wage statements;

9 14. For all statutory penalties provided under Labor Code section 558, including \$50 for the
10 initial violation and \$100 for each subsequent violation for each pay period during which an employee
11 was not provided accurate, itemized wage statements;

12 15. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq.
13 for failure to timely pay wages at separation;

14 16. For all statutory penalties provided under Labor Code section 558, including \$50 for the
15 initial violation and \$100 for each subsequent violation for each pay period during which an employee
16 was not timely paid wages at separation;

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

18 Dated: March 8, 2024

Law Office of Jonathan Ricasa
Briana Kim, PC

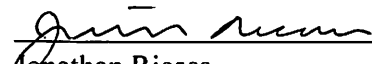
21 
22 Jonathan Ricasa
23 Briana M. Kim
24 Attorneys for Plaintiff Soo In Choi
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EXHIBIT 1

LAW OFFICE OF JONATHAN RICASA, P.C.

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January 2, 2024

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: PAGA Claim Notice – *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 employer Agassi Gopchang, LLC. (“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. An employer who fails to provide rest periods must pay the employee one additional hour of pay at the employee's regular rate for each day that a rest period was not provided. Cal. Lab. Code § 226.7(c).

7. Mr. Choi and other aggrieved employees were frequently not provided with 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 rest period of at least ten 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 rest periods to continue working.

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

9. 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.

10. 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).

11. 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.

12. 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.

13. 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).

14. 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 rest break violations resulted in wage statement violations.

15. 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.

16. 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.

17. 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.

18. In light of Agassi's failure to pay 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.

19. The net effect of Agassi's policy and practice, instituted and approved by company managers, is that it willfully withheld rest period wage premiums, minimum wage, and overtime compensation, to save payroll costs. Agassi enjoyed ill-gained profits at the expense of its employees.

20. 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.

21. 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)

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

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

24. 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)

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

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

27. 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 PAY MINIMUM WAGES AND/OR OVERTIME
(Labor Code § 2698, *et seq.*) (On Behalf of Mr. Choi and Aggrieved Employees)

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

29. 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.

30. 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)

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

32. 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.

33. 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)

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

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

36. 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.

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

38. 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, subs. (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 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

January 2, 2024

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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,



Jonathan Ricasa

Cc: *VIA CERTIFIED MAIL*

Agassi Gopchang, LLC.
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