

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Attorneys for Plaintiff ANIBAL OCHOA AGUIRRE as a designated Private Attorney General,
pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANIBAL OCHOA AGUIRRE, as a
designated Private Attorney General,
pursuant to the Private Attorney General
Act,

Plaintiff,

v.

KING'S HAWAIIAN BAKERY WEST,
INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **25STCV33159**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment;
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Reimburse for Necessary Business Expenditures; and
7. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay All Sick Pay

1 Plaintiff ANIBAL OCHOA AGUIRRE (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California, not as an individual, as a
4 Private Attorney General pursuant to the Private Attorney General Act (2004), and more
5 specifically, Labor Code §2698 et seq. as a result of one or more of the violations of the California
6 Labor Code alleged herein by Defendant KING’S HAWAIIAN BAKERY WEST, INC.
7 (“Defendant”). The term “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one
8 (1) year and sixty-five (65) days prior to the filing of the complaint. Plaintiff as a Private Attorney
9 General, reserves the right to amend this complaint to reflect a different “Time Period” as further
10 discovery is conducted.
11

12 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
13 relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime
14 wages; (2) statements failure to provide meal periods or compensation in lieu thereof, (3) failure
15 to provide rest periods or compensation in lieu thereof, (4) failure to provide accurate itemized
16 wage statements; (5) failure to pay wages due upon termination of employment; (6) failure to
17 reimburse for necessary business expenses; and (7) failure to reimburse for necessary business
18 expenses.
19

20 3. At all relevant times herein, Defendant has consistently maintained and enforced
21 the following unlawful policies and practices against its workforce by:
22

23 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
24 wages;
25

26 (b) Willfully refusing to provide timely uninterrupted meal and rest periods or
27 adequate compensation in lieu thereof; and
28

- 1 (c) Willfully refusing to furnish accurate itemized wage statements upon payment of
2 wages;
3 (d) Willfully refusing to reimburse necessary business expenses;
4 (e) Willfully failing to pay sick pay at the appropriate rate; and
5 (f) Willfully refusing to pay all wages due upon separation of employment;
6

7 **JURISDICTION AND VENUE**

8 4. This Court has subject matter jurisdiction over the causes of action alleged in this
9 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
10 excluded from exercising subject matter jurisdiction over said causes of action.
11

12 5. Venue is proper in the County of Los Angeles because Defendant, transacts
13 business in this county, the obligations and liability arise in this county.

14 6. The California Superior Court has jurisdiction in the matter, because of any alleged
15 civil penalties are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold
16 for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or
17 domiciled in the County of Los Angeles, State of California.
18

19 7. Further, there is no federal question at issue as the issues herein are based solely
20 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
21 Professions Code, and California Rules of Court.
22

23 **THE PARTIES**

24 **Plaintiff**

25 8. Plaintiff was employed by Defendant beginning in or around 2013, until in or
26 about September 2024. At all relevant times herein, Plaintiff was employed by Defendant in a
27 paid hourly non-exempt position.
28

Defendant

9. Plaintiff is informed and believes and based thereon allege that Defendant conducts a substantial amount of business in California and is headquartered in Torrance, California.

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or single business enterprise, integrated enterprise and/or are agents of one another, are alter egos, joint employers and conspire with one another to increase profits by engaging in the conduct described in this complaint.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PAGA ADMINISTRATIVE PREREQUISITE

13. Plaintiff brings this case as Private Attorney General pursuant to the Private Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq. (“PAGA”).

14. Prior to filing this complaint, on September 8, 2025, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter dated September 8, 2025, sent to the LWDA on September 8, 2025, is attached hereto as Exhibit A.

15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private Attorney General with regard to his PAGA notice.

FACTUAL ALLEGATIONS

16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California’s wage and hour laws for work performed in California. Defendant wrongfully refused to compensate its employees for minimum wages, overtime compensation, sick pay, provide timely uninterrupted meal and rest periods, provide accurate wage statements, reimburse for necessary business expenditures, and pay wages owed

1 at the end of the employment, as required under California law.

2 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
3 positions throughout California. Defendant failed to include all remuneration paid to all hourly
4 non-exempt employees when calculating Plaintiff's and other non-exempt hourly employees'
5 regular rate for purposes of overtime rate of pay. Specifically, Defendant paid hour non-exempt
6 employees incentive payments and shift differential pay/shift premiums. Defendant failed to
7 include all remuneration paid to employees in their regular rate when calculating non-exempt
8 hourly employees' overtime rate of pay and or sick pay.
9

10 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
11 policies and practices described herein are common within the State of California.
12

13 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
14 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
15 who were knowledgeable about California's wage and hour laws, employment and personnel
16 practices, and the requirements of California law.
17

18 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
19 or should have known that by not compensating its employees for all hours worked, including
20 minimum, regular, and overtime wages, for work that was required to be performed was in
21 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
22 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
23 minimum wage and proper overtime rate. Defendant also failed to pay its employees for work
24 performed off-the-clock at the requisite minimum and or overtime rate for all hours worked in
25 excess of eight (8) hours and/or twelve (12) hours per workday.
26

27 ///

1 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
2 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
3 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
4 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
5 Plaintiff and other non-exempt hourly employees were frequently required to clock out for their
6 meal period and continue to work fulfill work orders, clean, amongst other responsibilities.
7 Defendant's managers would also alter time records to reflect a meal period was taken by an
8 employee despite no meal period being provided. Further, Defendant failed or refused to provide
9 premium compensation to Plaintiff and other non-exempt hourly employees for all late meal
10 periods, short meal periods, and all missing meal periods.
11

12 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
13 or should have known that it was required to provide its employees with itemized wage statements
14 that accurately showed their actual hours worked, total hours worked, number of hours worked at
15 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
16 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
17 employees with accurate itemized wage statements showing their rate of pay, the actual hours
18 worked, correct premium wages earned per pay period, as well as the total hours work per pay
19 period.
20
21

22 23. By failing to include on its wage statements all minimum wage and overtime owed,
23 Defendant failed to keep and provide accurate wage statements in violation of the California labor
24 code.
25

26 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
27 or should have known that its employees were entitled to timely payment of wages due upon
28

1 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
2 within permissible time periods, upon separation of employment.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
5 **OVERTIME**

6 **(Plaintiff As a Private Attorney General Against All Defendants)**

7
8 25. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
9 complaint as if fully set forth herein.

10 26. Any work in excess of eight (8) hours in any workday and any work in excess of
11 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
12 (1 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order
13 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
14 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

15
16 27. Defendant's employees regularly worked over eight (8) hours per day and forty
17 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
18 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
19 (40) hours per week for work performed for the Defendant. Defendant failed to include all
20 remuneration paid to hourly non-exempt employees for incentive payments and other types of
21 remuneration including shift differential payment, which are not statutory, when calculating
22 Plaintiff's and other non-exempt hourly employees' regular rate for purposes of overtime and
23 double-time rate of pay. In addition, non-exempt hourly employees were obligated to work off-
24 the-clock as a result of Defendant's failure to adequately staff employees and or Defendant's
25 managers manipulated employees' time records to reflect a meal period was taken despite the
26
27
28

1 employee not receiving a full 30-minute meal period.

2 28. Since the LWDA has not indicated that it will be investigating more than sixty-
3 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
4 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
5 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
6 the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following,
7 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
8 applies to any alleged violation of the following provisions: 510 and 1194.
9

10 29. Plaintiff is informed and believes that Defendant have violated, and continues to
11 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
12 minimum wages and overtime.
13

14 30. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
15 penalties for each and every violation shown to exist or to have occurred during the Relevant
16 Time Period, in an amount according to proof, as to those penalties that are otherwise only
17 available to public agency enforcement actions.
18

19 31. Additionally, Plaintiff as a Private Attorney General are entitled to attorney’s fees
20 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
21 interest.
22

23 ///

24 ///

25 ///

26 ///

27 ///

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR
COMPENSATION IN LIEU THEREOF**

32. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

34. Labor Code section 226.7 provides that if an employer fails to provide an employee with a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

36. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully waive meal periods.

37. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

38. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

39. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

THIRD CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF**

(Plaintiff As a Private Attorney General Against All Defendants)

40. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

41. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

42. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

43. As described above, as a result of Defendant failed to reasonably make available rest breaks to Plaintiff and other non-exempt hourly employees throughout the Relevant Time

1 Period.

2 44. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
3 penalties for each and every violation shown to exist or to have occurred during the Relevant
4 Time Period, in an amount according to proof, as to those penalties that are otherwise only
5 available to public agency enforcement actions.
6

7 45. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
8 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
9 interest.
10

11 **FOURTH CAUSE OF ACTION**

12 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED** 13 **WAGE STATEMENTS**

14 **(Plaintiff As a Private Attorney General Against All Defendants)**

15 46. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
16 complaint as if fully set forth herein.
17

18 47. Labor Code section 226, subdivision (a), states in pertinent part that, "every
19 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
20 employees, either as a detachable part of the check, draft, or voucher paying the employee's
21 wages, or separately when wages are paid by personal check or cash, an accurate itemized
22 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
23 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
24 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
25 only the last four digits of his or her social security number or an employee identification number
26 other than a social security number; (8) the name and address of the legal entity that is the
27
28

1 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
2 number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

3 48. Defendant knowingly and intentionally failed to provide timely and accurate
4 itemized wage statements to its employees in accordance with Labor Code section 226,
5 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
6 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and
7 the accurate gross pay. Such failure caused injury to its employees in violation of the California
8 labor code.
9

10 49. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
11 Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any
12 and all penalties for each and every violation shown to exist or to have occurred during the
13 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
14 only available to public agency enforcement actions. Funds recovered will be distributed in
15 accordance with the PAGA.
16

17 50. Additionally, Plaintiff is entitled to attorneys’ fees and costs pursuant to Labor
18 Code section 2699, subdivision (g)(1), and prejudgment interest.
19

20 **FIFTH CAUSE OF ACTION**

21 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**
22 **TERMINATION OF EMPLOYMENT**
23

24 **(Plaintiff As a Private Attorney General Against All Defendants)**

25 51. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
26 complaint as if fully set forth herein.

27 52. Employees who ended their employment with Defendant during the Relevant
28

1 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
2 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
3 and 203.

4 53. Defendant refused and/or failed to promptly compensate its employees for wages
5 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and
6 minimum and overtime compensation owed for work performed for Defendant.
7

8 54. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
9 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
10 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
11 each of the following, as set forth in Labor Code section 2699.5, which provides that section
12 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
13 226, 226.7, 510, 512, 1174, and 1194.
14

15 55. Plaintiff, as a personal representative of the general public, will and does seek to
16 recover any and all penalties for each and every violation shown to exist or to have occurred
17 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
18 otherwise only available to public agency enforcement actions. Funds recovered will be
19 distributed in accordance with the PAGA.
20

21 56. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
22 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.
23

24 ///

25 ///

26 ///

27 ///

SIXTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE

NECESSARY BUSINESS EXPENDITURES

(Plaintiff As a Private Attorney General Against All Defendants)

57. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

58. Labor Code section 2802 states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties..."

59. Defendant failed to reimburse its employees for necessary expenditures as a direct consequence of the discharge of their duties.

60. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on its employees in violation of the California Labor Code.

61. Defendant has a corporate practice and policy of requiring its employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees for necessary business expenditures, specifically requiring employees to maintain Defendant's uniforms at their own expense.

62. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

63. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

SEVENTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PAY ALL EARNED SICK PAY

(Plaintiff As a Private Attorney General Against All Defendants)

64. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

65. An employer may calculate sick pay for nonexempt employees using two methods. Cal. Lab. Code § 246(l). The first method entails "dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Lab. Code § 246(l)(1). The alternative method is to calculate sick pay using "the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek." Lab. Code § 246(l)(2).

66. Here, Defendant failed to pay its non-exempt hourly employees earned sick leave at their base rate of pay. Specifically, Defendant paid employees incentive payments and different rates of pay. Defendant failed to include all rates of pay and remuneration when calculating the rate at which Defendant paid its employees their sick pay.

67. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff as a Private Attorney General pray for judgment as follows:

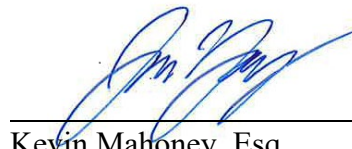
1. For civil penalties for each violation as provided by law, including, but not

limited to, those civil penalties provided by PAGA;

2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

Dated: November 13, 2025

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff ANIBAL OCHOA
AGUIRRE

EXHIBIT A



John A. Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

September 8, 2025

Via Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
dir.govefa.net/412

VIA CERTIFIED MAIL # 9589 0710 5270 2375 1947 87

King's Hawaiian Bakery West, Inc.
1411 West 190th Street
Suite 500
Gardena, CA 90248

VIA CERTIFIED MAIL # 9589 0710 5270 2375 1947 94

King's Hawaiian Bakery West, Inc.
ATTN: Mark Taira
18161 Harbortgate Way
Torrance, CA 90501

Re: Anibal Ochoa Aguirre v. King's Hawaiian Bakery West, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.**

To: Labor and Workforce Development Agency; King's Hawaiian Bakery West, Inc.
("Employer")

From: Anibal Ochoa Aguirre, on behalf of himself and all aggrieved employees who were
subject to the Employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Anibal Ochoa Aguirre ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

King's Hawaiian Bakery West, Inc ("Employer") is a California corporation conducting business in Torrance, California, and was the Employer of Employee. Employee is a former employee of Employer and worked for Employer as a non-exempt hourly employee from in or around 2013 through approximately through September 2024.

Employee allege that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7, 510, 512, 1194 and 2802, by:

- a) Failing to pay Employee, and aggrieved employees for all hours worked at the appropriate rate;
- b) failing to provide Employee, and aggrieved employees with compliant rest periods or premium compensation in lieu thereof;
- c) failing to provide Employee, and aggrieved employees with compliant meal periods or premium compensation in lieu thereof;
- d) failing to provide Employee, and aggrieved employees with accurate itemized wage statements;
- e) failing to reimburse Employee and aggrieved employees all necessary business expenditures;
- f) failure to pay all sick leave at the appropriate rate to Employee and aggrieved employees; and
- g) failing to pay Employee, and aggrieved employees all wages earned and owed at separation of employment.

Employee and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of this notice alleging the aforementioned violations of the Labor Code under PAGA.

A. Employer failed to pay Employee, and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 510, subdivision (a), provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

Employer failed to compensate Employee, and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employee and aggrieved employees were routinely required to work off-the-clock in order to perform tasks required by Employer. In addition, Employee, and aggrieved employees were paid incentive

payments and shift differentials, yet Employer failed to include this renumeration in their regular rate of pay when calculating their meal premium payments, overtime rate, vacation pay, and sick pay.

Employer's failure to pay Employee, and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Employee, and aggrieved employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that Employer permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an Employer fails to provide an employee with required rest periods, the Employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Frequently, Employee, and aggrieved employees were not permitted to take a rest period when they were busy. Routinely, Employee, and aggrieved employees were required to work their entire shift without being permitted to take a rest period. Further, when Employee, and aggrieved employees worked more than ten (10) hours in a workday, they did not receive the requisite third rest period.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7.

C. Employer failed to provide Employee, and aggrieved employees with meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no Employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an Employer fails to provide an employee a required meal period, the Employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Employer failed to provide Employee, and aggrieved employees with timely uninterrupted meal periods. Employer had a practice of failing to provide adequate staffing to allow Employee, and aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal break. Further, Employer ordered that Employee, and aggrieved employees continue to work despite being clocked-out for their meal period. As a result of Employer's policy and practices, Employee, and aggrieved employees did not receive timely uninterrupted meal periods and were not compensated with premium wages for non-compliant meal periods. Employer's conduct is in violation of Labor Code Sections 226.7 and 512, is also actionable under PAGA.

D. Employer failed to provide Employee, and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires Employer to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires Employer to keep accurate payroll records that include “the hours worked daily” by employees.

By failing to pay Employee, and aggrieved employees for all hours worked, including the applicable overtime rates and meal and rest period premiums, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages.

Employer’s conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to reimburse Employee and aggrieved employees all necessary business expenditures

Employer also failed to reimburse Employee and other aggrieved employees for necessary business expenses incurred in the course of performing their job duties. Specifically, Employer provided its employees with uniforms with Employer’s logo. Employer required Employee and other aggrieved employees to maintain their uniforms without reimbursement. Employer’s failure to reimburse Employee and other aggrieved employees for these business-related expenditures is in violation of Labor Code section 2802 and actionable under PAGA.

F. Employer failed to pay Employee, and aggrieved employees, all earned sick leave at their regular rate of pay

Pursuant to Labor Code section 245, et seq., Employer is obligated to pay its employees their sick pay at their regular rate of pay. Here, Employer failed to pay Employee, and aggrieved employees, all earned sick leave at their regular rate of pay. Specifically, Employer paid Employee and other aggrieved employees incentive payments and different rates of pay. Employer failed to include all rates of pay and remuneration when calculating the rate at which Employer paid its employees their sick pay.

G. Employer failed to pay Employee, and aggrieved employees all wages earned and owed upon separation of employment

Pursuant to Labor Code section 201, subdivision (a), “[i]f an Employers discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202, subdivision (a) provides, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and

payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

At the time that Employee, and aggrieved employees resigned or were terminated, Employer failed to compensate them for all wages earned, including unpaid overtime and meal and rest period premiums, and owed at the applicable rate.

Labor Code section 203, subdivision (a), states that “[i]f an Employers willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Accordingly, Employee, and aggrieved employees are entitled to thirty days of waiting time penalties.

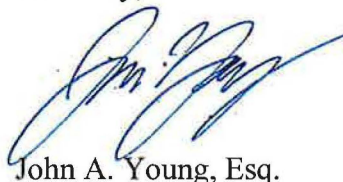
H. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Employee becomes aware of additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employer, Employee expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John A. Young, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John A. Young, Esq.

MAHONEY LAW GROUP, APC