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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 Harborage 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.

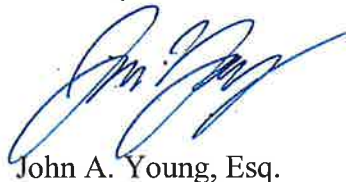
H. Reservation of Rights

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,

A handwritten signature in blue ink, appearing to read "John A. Young", is written over a horizontal line.

John A. Young, Esq.

MAHONEY LAW GROUP, APC