



CASTLE LAW

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September 18, 2025

For Online Filing:

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Margarita Ramirez v. Socal Blazers, Inc. and Blaze Pizza, LLC.*

Dear Labor Commissioner,

As counsel for, and on behalf of, Margarita Ramirez (hereinafter referred to as “Claimant”), I am writing to provide you and the following employer (hereafter “Defendants”) notice pursuant to California Labor Code section 2699.3, Private Attorney General Act (“PAGA”):

Socal Blazers, Inc.
3136 E Abbey Ln.
Orange, CA 92867

Blaze Pizza, LLC
2859 Paces Ferry Rd SE, Ste. 350
Atlanta, GA 30339

Blaze Pizza Operations, LLC
2859 Paces Ferry Rd SE, Ste. 350
Atlanta, GA 30339

I am setting forth the facts and theories to support each of the counts found within this letter. Please notify us of your intent to investigate any or all of the claims alleged herein against any of the above identified Defendants. Should you decide not to investigate, we request that you allow us to seek civil penalties on behalf of the Labor Commissioner, Claimant, and all similarly situated current and former aggrieved employees, pursuant to California Labor Code section 2699(a). A \$75.00 filing fee is being submitted to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102 via the online PAGA filing portal.

A. FACTS

Defendants are the owners and operators of pizza restaurants, including the Roseville, California location in which Claimant has worked as a team member since August, 2023. During her employment, Claimant, and other aggrieved employees, worked for Defendants as non-exempt, hourly-paid employees in California and have been made to suffer numerous violations of the California Labor Code.

Specifically, Claimant and similarly situated aggrieved employees were required to incur business-related expenses and were not reimbursed. For example, Claimant and similarly situated employees were required to use their personal cell phones for business tasks but were not reimbursed by Defendants. These tasks included communication with management regarding work-related issues, scheduling and requesting time off, and retrieving various forms and documents. Defendants did not reimburse Claimant and aggrieved employees for this business use of their personal cell phones.

Additionally, Defendants failed to provide Claimant and aggrieved employees all wages due on their paychecks. On more than one occasion, Claimant and similarly aggrieved employees were not paid all wages on that particular pay period.

Defendants also failed to provide rest periods to Claimant and similarly situated aggrieved employees for every 4 hours worked or major fraction thereof. Moreover, Claimant and similarly aggrieved employees were not paid a missed rest period premium of one hour at the employee's regular rate of pay for each time they were not provided a compliant rest break.

Defendants also did not provide Claimant and similarly aggrieved employees with personnel records within 30 days of request as required by California Labor Code section 1198.5. Claimant also requested Defendants provide her a copy of her wage statements but was not provided her wage statements within 21 days as required by Labor Code section 226(f). Further, Defendants failed to produce all of Claimant's wage statements as requested.

Claimant is informed and believe that Defendants committed numerous other violations of the California Labor Code, including but not limited to those identified in this letter. Claimant intends to seek civil penalties for all violations of the California Labor Code experienced by Claimant and similarly aggrieved employees.

B. VIOLATIONS OF THE LABOR CODE EXPERIENCED BY CLAIMANT AND SIMILARLY SITUATED EMPLOYEES

Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate

basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Claimant and similarly situated employees in violation of the Labor Code.

Violation of Labor Code § 226.7 and IWC Wage Order(s) (Failure to Provide Rest Periods)

Labor Code section 226.7 and relevant IWC Wage Order(s) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Claimant and similarly situated employees were not authorized and permitted to take legally compliant rest periods pursuant to California law in violation of the Labor Code. Defendants also failed to pay rest period premiums for their failure to provide rest periods.

Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) 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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” For the reasons stated above, Defendants failed to pay required reimbursements to Claimants and similarly situated employees for required business expenses in violation of the Labor Code.

Violation of Labor Code §§ 204, 210 (Late Pay During Employment)

Labor Code section 204 require that all wages, including minimum wages and meal and rest period premiums, be paid to employees at specified intervals. Non-exempt employees must be paid all wages owed at least twice monthly. Here, for the reasons stated above, Claimant and similarly situated employees did not receive all wages due and owing to them during their employment at the required times and intervals as required by Labor Code sections 204, 210.

Violation of Labor Code § 226(f) (Failure to Provide Payroll Records Upon Request)

Labor Code section 226(f) provides that an employer is required to allow an employee to inspect, or copy pay records within twenty-one (21) days of the request for such records. Here, for the reasons stated above, Claimant and similarly situated employees did not receive all their pay records within 21 days of the request as required by Labor Code section 226(f). This is in violation of the Labor Code.

Violation of Labor Code § 1198.5(k), (b) (Failure to Provide Personnel Records Upon Request)

Labor Code section 1198.5(k), (b) provides that an employer is required failed to allow an employee to inspect or copy certain personnel records within thirty (30) days of the request for such records. Here, for the reasons stated above, Claimant and similarly situated employees did not receive all their pay records within 30 days of the request as required by Labor Code section 1198.5(k), (b). This is in violation of the Labor Code.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact my office. Pursuant to Labor Code section 2699.3, please notify Defendants and this law office within 60 calendar days of the postmark date of this notice whether the Agency intends to investigate the alleged violations.

Very truly yours,

Castle Law: California Employment Counsel, PC

By: _____
Kent L. Bradbury

cc: Socal Blazers, Inc.
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