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By: Santiago Galvan
Deputy Clerk

Timothy B. Del Castillo (SBN: 277296)
tdc@castleemploymentlaw.com
Lisa L. Bradner (SBN: 197952)
lb@castleemploymentlaw.com
Kent L. Bradbury (SBN: 279402)
kb@castleemploymentlaw.com
Bryce Q. Fick (SBN 322951)
bf@castleemploymentlaw.com
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: (916) 245-0122

Attorneys for Plaintiff MARGARITA RAMIREZ,
individually and on behalf of other similarly situated persons and the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

MARGARITA RAMIREZ, individually and on behalf of all persons similarly situated and the State of California,

Plaintiff,

v.

SOCAL BLAZERS, INC., a California Corporation; BLAZE PIZZA, LLC, a California Limited Liability Company; BLAZE PIZZA OPERATIONS, LLC, a California Limited Liability Company; and DOES 1 to 50, inclusive,

Defendants.

Case No. S-CV-0057115

CLASS ACTION COMPLAINT

1. **Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.***
2. **Failure to Provide Rest Periods;**
3. **Failure to Provide Accurate Wage Statements;**
4. **Failure to Reimburse Business Expenses;**
5. **Failure to Timely Pay Wages During Employment;**
6. **Failure to Provide Payroll and Personnel Records;**
7. **Waiting Time Penalties;**
8. **Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 et seq.**

DEMAND FOR A JURY TRIAL

Plaintiff MARGARITA RAMIREZ ("PLAINTIFF"), on behalf of herself and all other similarly situated current and former employees, hereby files this Complaint against Defendants SOCAL BLAZERS, INC., a California corporation; BLAZE PIZZA, LLC, a California Limited Liability Company; BLAZE PIZZA OPERATIONS, LLC, a California Limited Liability Company; and Does 1 through 50, inclusive, (collectively, "Defendants"). Plaintiff alleges as follows:

JURISDICTION AND VENUE

1. The Placer County Superior Court has jurisdiction in this matter due to alleged violations of California Labor Code §§ 204, 226, 226.3, 226.7, 510, 512, 2802, 2698 *et seq.*, Business and Professions Code § 17200 *et seq*.

2. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of the wrongful acts and violations of law asserted herein occurred within Placer County.

INTRODUCTION

3. This is a class and representative action brought by Plaintiff seeking damages for failure to provide rest periods, inaccurate wage statements, failure to pay all wages during employment, failure to reimburse business expenses, failure to provide payroll and personnel records, and derivative civil and statutory penalties. Plaintiff seeks these damages and penalties, plus interest and attorney's fees, on behalf of herself and similarly situated employees.

THE PARTIES

4. Plaintiff is informed and believes, and thereupon alleges, that Defendant SOCAL BLAZERS, INC. is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant BLAZE PIZZA, LLC is now and/or at all times mentioned in this Complaint was a California Limited Liability Company and the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges, that Defendant BLAZE PIZZA OPERATIONS, LLC is now and/or at all times mentioned in this Complaint was a California Limited Liability Company and the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

7. Plaintiff was employed by DEFENDANTS in California at their Roseville, California pizza restaurant as a non-exempt employee entitled to overtime pay and meal and rest periods from approximately August, 2023 through December 21, 2025. Plaintiff was at all times relevant mentioned herein classified by Defendants as a non-exempt employee paid in whole or in part on an hourly basis.

8. Plaintiff brings this Class Action on behalf of herself and a California class, defined as all individuals who are or previously were employed by Defendants in California and classified as non-exempt employees (the "CLASS") at any time during the period beginning on the date four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of CLASS Members is under five million dollars ($5,000,000.00).

9. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly and severally, have acted with deliberate indifference and conscious disregard to the rights of all employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants were at all relevant times advised by skilled California employment law attorneys and knew the requirements of the California Labor Code with respect to employee wage statements, payment of wages, and provision of meal and rest periods.

10. Defendants proximately caused Plaintiff and similarly situated employees to be subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

11. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of the remaining defendants and was acting within the course and scope of that

relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 50, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive, when they have been determined.

12. On September 18, 2025, Plaintiff filed her Labor Code § 2699.3 Private Attorney General Act ("PAGA") notice with the California Labor & Workforce Development Agency ("LWDA"). Plaintiff, through counsel, filed her Amended PAGA Notice on January 14, 2026. As of the date of the filing of this Complaint, the LWDA has not informed Plaintiff that it intends to investigate Plaintiff's PAGA claims, nor have Defendants attempted to remedy the violations. As such, Plaintiff may proceed in this Court to file her Complaint, including her PAGA claims, and seek civil penalties on behalf of the State of California, herself, and similarly aggrieved employees.

CLASS ALLEGATIONS

13. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiff seeks to represent are composed of and defined as follows:

14. All non-exempt employees who were employed by Defendants in California at any time four (4) years prior to the filing of this Action up to the date that this matter is certified as a class action.

15. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interest in the litigation and the proposed classes are easily ascertainable.

(a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed

and believes that Defendants may have employed hundreds of individuals falling within the above stated class definitions throughout the State of California during the applicable statute of limitations, who were subjected to the practices outlined in this Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the Plaintiff Class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

(1) Whether Defendants provided rest breaks to its employees as required under the Labor Code;

(2) Whether Defendants accurately stated all required information on paystubs issued to members of the Plaintiff Class;

(3) Whether Defendants maintained the time and payroll records for its employees as required under the California Labor Code;

(4) Whether Defendants reimbursed employees all required business expenses;

(5) Whether Defendants paid all wages due to its employees during employment as required.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff Class. Plaintiff also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Defendants failed to provide s rest breaks, failed to pay all wages due during employment, failed to provide legally compliant pay stubs to their employees, and failed to reimburse employees for all required business expenses. As a result, each putative class member will have the same basis for their legal claims.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. Plaintiff resides in California and is an adequate representative of

the putative class as she has no interests that are adverse to those of absent class members. Additionally, Plaintiff has retained counsel who have substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the classes is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the classes may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

16. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

17. Plaintiff brings this Action as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of the CLASS. The amount in controversy for the aggregate claim of CLASS Members is under five million dollars ($5,000,000.00).

18. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 12 as though fully set forth herein.

19. Defendants are the owners and operators of pizza restaurants, including the Roseville, California location in which Plaintiff has worked as a team member since August, 2023. During her employment, Plaintiff, 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.

20. Specifically, Plaintiff and similarly situated aggrieved employees were required to incur business-related expenses and were not reimbursed. For example, Plaintiff 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 Plaintiff and aggrieved employees for this business use of their personal cell phones.

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

22. Defendants also failed to provide rest periods to Plaintiff and similarly situated aggrieved employees for every 4 hours worked or major fraction thereof. Moreover, Plaintiff 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.

23. Defendants also did not provide Plaintiff and similarly aggrieved employees with personnel records within 30 days of request as required by California Labor Code section 1198.5. Plaintiff 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 any of Plaintiff's wage statements as requested, or any other payroll records whatsoever.

24. Defendants also failed to pay Plaintiff and similarly situated aggrieved employees their final wages timely in accordance with the requirements of Labor Code section 201 and 202. Defendants were required to pay Plaintiff and other aggrieved employees all wages, including premiums for missed meal and rest breaks, owed upon termination or within 72 hours of their

voluntary resignation. Defendant has failed to pay Plaintiff and other aggrieved employees all wages when they were due with regard to the end of their employment with Defendants.

25. Plaintiff is informed and believes that Defendants committed numerous other violations of the California Labor Code, including but not limited to those identified in her PAGA letter. Plaintiff intends to seek civil penalties for all violations of the California Labor Code that she and other similarly aggrieved employees experienced.

26. Defendants' uniform policies and practices to fail to provide all overtime and double time wages to Plaintiff and Class Members, to not pay minimum wages, to fail to provide meal and rest periods, to fail to provide all wages owed at time of termination, to fail to provide timely wages during employment, and not to provide compliant wage statements are evidenced by Defendants' business records.

FIRST CAUSE OF ACTION
(Unfair Competition)

27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 26 as though fully set forth herein.

28. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

29. As described above, Defendants committed numerous violations of the California Labor Code throughout the employment relationship.

30. Plaintiff is also informed and believes and thereon alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

31. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution of all withheld wages as a result of its unfair business practices, including, but not limited

to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

SECOND CAUSE OF ACTION
Failure To Provide Rest Periods

32. Plaintiff hereby incorporates by reference and re-alleges paragraphs 1 through 31 as though fully set forth herein.

33. Plaintiff and members of the class were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, from time to time they was denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours and a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours. Plaintiff and members of the class were also not provided with one hour penalty wages in lieu thereof.

34. Defendant further violated California Labor Code §§ 226.7 and 512 and the applicable WC Wage Order by failing to compensate Plaintiff and members of the class in accordance with the applicable Wage Order, one additional hour of compensation at his regular rate of pay for each workday that rest period was not provided.

35. As a proximate result of the aforementioned violations, Plaintiff and members of the class have been damaged in an amount according to proof at trial, and seeks all wages earned and due, interest, penalties, expenses and costs of suit.

THIRD CAUSE OF ACTION
Failure To Provide Compliant Wage Statements

36. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 35 as though fully set forth herein.

37. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

> *(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.*

38. Defendants failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Defendant failed to list on the wage statements provided to Plaintiff and similarly situated employees wage statements listing all hours worked and the applicable rates of pay and overtime and double time rates. Plaintiff alleges that Defendant failed to provide accurate itemized wage statements in accordance with Labor Code section 226(a) to all members of the Class.

39. Additionally, Plaintiff alleges she and class members suffered injury as a result of Defendants' knowing and intentional failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's position would not be able to readily ascertain the information without reference to other documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

40. Defendants' underpayment of wages also caused the calculations on the wage statements issued to Defendants' employees to be incorrect and legally noncompliant.

41. As a proximate cause of Defendants' failure to provide accurate statements, Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

FOURTH CAUSE OF ACTION
Failure to Indemnify or Reimburse Business Expenses

42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully set forth herein.

43. California Labor Code section 2802(a) states that "An employer shall indemnify his or his 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 herein, Defendants failed to pay required. reimbursements to Plaintiff and similarly situated employees for required business expenses in violation of the Labor Code.

44. Defendants did not reimburse Plaintiff and similarly situated employees for cell phone usage for business purposes. Plaintiff and similarly situated employees used their cell phones for business purposes on a regular basis and were not reimbursed by Defendant.

45. This is a violation of California Labor Code § 2802 and was suffered by Plaintiff and all similarly situated employees.

FIFTH CAUSE OF ACTION
Failure to Timely Pay Wages During Employment

46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully set forth herein.

47. Labor Code section 204 requires that all wages, including overtime and minimum wages, 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, Plaintiff and similarly situated

employees did not receive all wages due and owing to them during their employment at the required times and intervals under the Labor Code.

48. Labor Code section 210 provides for civil penalties for an employer's failure to provide pay as required in Section 204 of $100 for each initial violation and $200 for each subsequent violation plus 25% of the amount of wages unlawfully withheld.

49. Plaintiff and class members now seek these penalties and attorney's fees for all instances in which Defendants failed to timely pay wages.

SIXTH CAUSE OF ACTION
Failure to Provide Payroll and Personnel Records

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. California Labor Code section 226(f) provides that if an employer failed to allow an employee to inspect or copy records within twenty-one (21) days of the request for such records, the employee is entitled to recover a $750.00 penalty from the employer.

52. California Labor Code section 1198.5(k), (b) provides that if an employer failed to allow an employee to inspect or copy records within thirty (30) days of the request for such records, the employee is entitled to recover a $750.00 penalty from the employer

53. Plaintiff requested Plaintiff's payroll and personnel records, pursuant to California Labor Code sections 226 and 1198, from Defendants on July 11, 2025, and again on September 4, 2025.

54. Defendants failed to provide or make available all records required within twenty-one days and thirty days respectively, as required by the California Labor Code sections 226 and 1198. In fact, Defendants never responded to Plaintiff's requests.

55. As a proximate cause of Defendants' failure to provide the requested records in a timely manner, Plaintiff was damaged and is entitled to recover a $750.00 penalty pursuant to California Labor Code section 226(f), and an award of costs and reasonable attorney's fees pursuant to California Labor Code section 226(h).

56. As a proximate cause of Defendants' failure to provide the requested records in a timely manner, Plaintiff was damaged and is entitled to recover a $750.00 penalty pursuant to California Labor Code section 1198.5(k), and an award of costs and reasonable attorney's fees pursuant to California Labor Code section 1198.5(l).

SEVENTH CAUSE OF ACTION
Waiting Time Penalties

57. Plaintiff hereby incorporates by reference Paragraphs 1 through 56 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

58. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. Labor Code § 201.

59. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of resignation. Labor Code § 202.

60. An employer who willfully fails to pay an employee all wages earned in accordance with Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. Labor Code § 203.

61. Plaintiff and members of the Plaintiff Class did not receive all wages, including minimum and overtime wages and meal and rest period premiums, at their termination or separation from employment. Specifically, Defendants failed to pay Plaintiff all wages owed at the time of termination.

62. Defendants knew of their obligation to pay Plaintiff for all hours worked because they had knowledge Plaintiff was, at all times, a non-exempt employee, worked over eight (8) hours a day and/or forty (40) hours a week, and did not receive overtime or minimum wages for all hours worked. Such conduct shows Defendants' knowledge of their obligation to pay all wages owed upon termination and willful refusal.

63. As a proximate result of the Defendants' conduct, Plaintiff and similarly situated aggrieved employees have been damaged and deprived of their wages and thereby seek their daily

rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due, in an amount to be established at trial.

EIGHTH CAUSE OF ACTION
Civil Penalties Pursuant to PAGA § 2698 *et seq*

64. Plaintiff hereby incorporates by reference Paragraphs 1 through 63 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

65. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of the California Labor Code, including but not necessarily limited to, those Labor Code violations identified above and in Plaintiff's PAGA Notice to the LWDA.

66. On or about September 18, 2025, Plaintiff sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*, PAGA. On January 14, 2026, Plaintiff, through counsel, filed her Amended PAGA Notice. As of the date of the filing of this Complaint, the LWDA has not informed Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims, and Defendants have not responded indicating they wish to or have attempted to remedy the violations. As such, Plaintiff has exhausted her administrative remedies under PAGA and may proceed in this Court.

67. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all Aggrieved Employees for all violations of the Labor Code from September 18, 2024, through trial on this matter.

68. Defendants' conduct, as alleged herein, violated various sections of the California Labor Code, including but not limited to, the following:

69. 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 Plaintiff and similarly situated employees in violation of the Labor Code.

70. Labor Code sections 201–203 require that all wages, including minimum wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and similarly situated employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in violation of the Labor Code.

71. Labor Code section 226.7 and the applicable IWC Wage Orders 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, Plaintiff 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 any rest period premiums for their failure to provide rest periods.

72. 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 Plaintiff and similarly situated employees for required business expenses in violation of the Labor Code.

73. Labor Code section 204 requires 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, Plaintiff 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.

74. Plaintiff seeks civil penalties on behalf of the State of California and all aggrieved employees for all violations of the California Labor Code that he and similarly situated, aggrieved employees experienced.

PRAYER FOR RELIEF

WHEREFORE Plaintiff requests relief as follows:

i. A jury trial;

ii. For an order certifying the class;

iii. For an order certifying Plaintiff's counsel as class counsel;

iv. For an order appointing Plaintiff as class representative;

v. For penalties under the California Labor Code according to proof allowed by law;

vi. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;

vii. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;

viii. For injunctive relief;

ix. For an award of prejudgment and post-judgment interest; and

x. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

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Dated: January 26, 2026

Castle Law: California Employment Counsel, PC

By: 

Timothy B. Del Castillo
Lisa L. Bradner
Kent L. Bradbury
Bryce Q. Fick
Attorneys for Plaintiff MARGARITA RAMIREZ

DEMAND FOR A JURY TRIAL

Plaintiff demands a jury trial on issues triable to a jury.

Dated: January 26, 2026

Castle Law: California Employment Counsel, PC

By: _____

Timothy B. Del Castillo
Lisa L. Bradner
Kent L. Bradbury
Bryce Q. Fick
Attorneys for Plaintiff MARGARITA RAMIREZ