

RUIZ-VELASCO LAW FIRM

July 16, 2026

Via Electronic Submission

California Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

By Certified Mail

Mr. Steve L Brake
Mr. Raul Penalosa
Premier Food Concepts LLC
17581 Irvine Blvd Suite 210
Tustin, CA 92780

Re: **Morales Reyes v. Premier Food Concepts LLC, et al.**

To Whom It May Concern:

We represent Lucio Morales Reyes individually and on behalf of all other individuals (collectively "Plaintiffs") who are either former or current employees of Premier Food Concepts LLC dba Luna Grill, and its managing agent Raul Penalosa (collectively "Defendants"). Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendants' Labor Code violations and of our client's intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004. A copy of this letter is also being sent to Defendants via certified mail pursuant to Labor Code section 2699.3.

Plaintiffs were employed by Defendants as cooks, food preparers, dishwashers, cashiers, and clerks. Defendants fail to pay sick pay for sick days taken. Defendants also fail to fully relieve Plaintiffs from many meal periods and regularly require Plaintiffs to work through their rest periods, particularly during busy times, but fail to pay them any premiums for their on-duty meal and rest periods. As a result, Plaintiffs are owed meal and rest period premium wages, plus interest and penalties.

Defendants have failed to provide paycheck statements with accurate hours worked, and with all wages, meal and rest period premium gross wages, and sick pay earned, all deductions, all net wages earned as required by Labor Code Section 226, particularly because of the violations above. On or about arch March 26, 2026, Mr. Morales Reyes requested in writing through his attorneys a copy of his employee file and

records pursuant to LC 226, 1198.5, and 432. To date, Defendants have failed to provide any of Mr. Morales Reyes's records in violation of LC 226, 1198.5 and 432.

Plaintiffs were not paid all of their wages, premium, sick pay, and other wages owed at the time of their separation of work and paid wages late in violation of LC §§ 203, 204, 210.

Defendants retaliated against and effectively terminated Mr. Morales Reyes because he disclosed that Defendants were not providing rest periods and that he was entitled to them, and because he requested sick leave and sick pay. Defendants, including manager Raul Penalosa, retaliated against Mr. Morales Reyes by reducing his work schedule to just 3 hours biweekly, effectively terminating his employment because of his reports despite him having an exemplary record at the company. Defendants' conduct was despicable, has caused great harm to Mr. Morales Reyes, and is in violation of Labor Code §§ 98.6, 1102.5, and *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172. Therefore, Defendants owe Mr. Morales Reyes general, special and punitive damages, penalties, and fees and costs.

Raul Penalosa, as the managing agent of Premier Food Concepts LLC dba Luna Grill is jointly and severally liable for the above violations pursuant to LC Sections 558, 558.1, 98.6, 1102.5, 1197.1, and others.

The payment of a less wage than the California minimum wage and minimum wage violations, including failure to pay split shift premiums, are unlawful pursuant to Labor Code Sections 1197, 1197.1, 1194, 558, 558.1. Overtime compensation is statutorily required by California Labor Code Section 510, 558, 558.1. Meal and rest periods are required pursuant to Labor Code section 226.7 and 512, 558, 558.1. Failure to reimburse for expenses incurred in the course of one's employment is a violation of Labor Code Section 2802, et seq. Accurate wage statements must be timely given to employees pursuant to Labor Code section 226. Illegal deductions are in violation of LC Sections 220, 221, 222, 223, 224, et seq. Failure to pay sick pay wages is a violation of LC 246. Failure to pay vacation pay is a violation of LC 227, 227.3. Defendants' misclassification of Plaintiffs is a violation of LC 226.8. Retaliation and threats for requesting his or her rights and reporting illegal behavior is a violation of Labor Code Sections 98.6, 1102.5, among other laws and statutes. Defendants' employment practices implicate violations of numerous other Labor Code sections, including but not limited to the following: Labor Code §§ 98.6, 201, 202, 203, 204, 220, 221, 222, 223, 224, 225.5,

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226, 226.3, 226.7, 227.3, 350-356, 510, 512, 558, 558.1, 1102.5, 1194, 1194.2, 1197.1, 2802, et seq., and 2698, et seq.

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency (“LWDA”) initiate an enforcement action with respect to the aforementioned violations. If the LWDA declines to pursue enforcement, Plaintiffs will pursue these claims for statutory penalties on behalf of themselves and all other current and former employees. If you have any questions or concerns regarding the above, do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rodolfo Ruiz-Velasco', with a stylized flourish extending to the right.

Rodolfo Ruiz-Velasco, Esq.