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March 18, 2026

Sent via Certified Mail

Dallas Holdings CA, LLC
Agent for Process: CT Corporation System
330 N Brand Blvd
Glendale, CA 91203

Pret a Manger (USA) Limited
Agent: United Corporate Services, Inc.
608 University Avenue
Sacramento, CA 95825

Electronically Filed

Labor and Workforce Development Agency /
Department of Industrial Relations
Private Attorneys General Act (PAGA) — Filing

***Re: Notice of Intent to Commence Civil Action
Pursuant to Labor Code §§ 2699, 2699.3***

To Whom It May Concern:

This office represents employees Ivon Gonzalez Perez (“Ms. I. Gonzalez Perez”) and Ximena Gonzalez Perez (“Ms. X. Gonzalez Perez”) (collectively, “Plaintiffs”) in connection with their claims of violations of the California Labor Code by Dallas Holdings CA, LLC (“Dallas”) and Pret a Manger (USA) Limited (“Pret”) (collectively, “Defendants”), both individually and on behalf of other current or former employees of Defendants and/or Defendants’ partnership. Pursuant to Labor Code section 2699.3, this notice under the Private Attorneys General Act (PAGA) has simultaneously been electronically filed with the California Labor and Workforce Development Agency / Department of Industrial Relations.

Plaintiffs allege that they, and other employees, have suffered violations of the Labor Code as detailed below.

Labor Code section 203

Ms. I. Gonzalez Perez

Ms. I. Gonzalez Perez was employed at the Westwood location of the Defendants, as a barista. On March 13, 2026, her employment was terminated due to the Westwood location being permanently closed. Despite being terminated on that date, Ms. I. Gonzalez Perez, and other employees of the Westwood location and other employees of closed locations of the Defendants throughout California, were not paid all wages owed on March 13, 2026. More specifically, Ms.

I. Gonzalez Perez was not paid 40 hours of accrued vacation time and 40 hours of accrued sick pay, estimated to exceed \$1,920 in wages. Further, the aforementioned incomplete payment of wages was not received by all terminated employees until March 16, 2026, which was after the date of termination.

Ms. X. Gonzalez Perez

Ms. X. Gonzalez Perez was employed at the Century City location of the Defendants, as a team leader. On March 14, 2026, her employment was terminated due to the Century City location being permanently closed. Despite being terminated on that date, Ms. X. Gonzalez Perez, and other employees of the Century City location and other employees of closed locations of the Defendants throughout California, were not paid all wages owed on March 14, 2026. More specifically, Ms. X. Gonzalez Perez was not paid for an hour of work she did on February 17, 2026, as well as for 40 hours of accrued vacation time and 40 hours of accrued sick pay, estimated to exceed \$1,944 in wages. Further, the aforementioned incomplete payment of wages was not received by all terminated employees until March 16, 2026, which was after the date of termination.

Labor Code section 226

Ms. I. Gonzalez Perez

On the date of Ms. I. Gonzalez Perez's aforementioned termination, Ms. I. Gonzalez Perez did not receive a final paystub. On March 16, 2026, Ms. I. Gonzalez Perez received a document titled "pay summary" but the document was incomplete in that it did not include required information, including, without limitation, the following: 1) accurate information pertaining to Ms. I. Gonzalez Perez's wages, more specifically, any information at all as to the amount of Ms. I. Gonzalez Perez's accrued wages in the form of vacation pay and sick pay; 2) accurate information pertaining to Ms. I. Gonzalez Perez's tips; and, 3) the address of the employer. Other employees of the Defendants similarly did not receive this information or did not receive a final paystub at all.

Ms. X. Gonzalez Perez

On the date of Ms. X. Gonzalez Perez's aforementioned termination, Ms. X. Gonzalez Perez did not receive a final paystub. Ms. X. Gonzalez Perez has not received any form of informational document satisfying the requirements of Labor Code section 226 pertaining to her final payment received on March 18, 2026, at all. Other employees of the Defendants similarly did not receive a final paystub at all.

Labor Code section 351

Ms. I. Gonzalez Perez

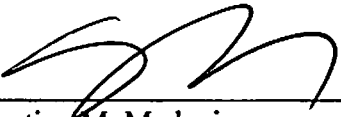
Ms. I. Gonzalez Perez's aforementioned final payment on March 16, 2026 did not include approximately \$130 in tips she received prior to termination. Other employees of the Defendants similarly did not receive all tips that they were entitled to at the time of termination or within one business day of receipt of tips on their behalf.

Ms. X. Gonzalez Perez

Ms. X. Gonzalez Perez's aforementioned final payment on March 16, 2026 did not include approximately tips she received prior to termination. The total amount of tips is unknown because Ms. X. Gonzalez Perez has not been provided a paystub in connection with her final pay period. Other employees of the Defendants similarly did not receive all tips that they were entitled to at the time of termination or within one business day of receipt of tips on their behalf.

Very Truly Yours,
MEDVEI LAW GROUP, APC

By:



Sebastian M. Medvei
Attorney for Plaintiffs