



PERETZ & ASSOCIATES

100 Pine Street, Suite 1250
San Francisco, CA 94111

T: 415.732.3777
F: 415.732.3791

www.peretzlaw.com

August 19, 2025

Via Certified Mail

Visa, Inc.
300 Toni Stone Xing
San Francisco, CA 94158-2586

Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

**Re: Notice of Violations Made by Raymond Lam Pursuant to the Labor Code
Private Attorneys General Act of 2004, Labor Code § 2698, et seq.**

Dear California Labor and Workforce Development Agency and Visa, Inc.,

Please be advised that Peretz & Associates represents Raymond Lam (“Claimant”). Claimant intends to seek injunctive relief and penalties, on behalf of himself and all other aggrieved employees, against Visa, Inc. (“Visa”), pursuant to the Private Attorneys General Act of 2004 (“PAGA”) and the California Labor Code, specifically §§ 201, 203, 226.7, 510, 512, 1194, and 1198, and other sections as well as other California statutes, including IWC Wage Orders, as set forth in the accompanying draft complaint. This correspondence serves as Claimant’s written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

Claimant alleges Employer has violated Labor Code §§ 201, 203, 226.7, 510, 512, 1194, and 1198, as well as IWC Wage Order 4.

Facts and Theories Supporting the Alleged Violations

The facts and theories which support these violations are also set forth in the draft complaint, and include the following:

Visa misclassified Lam as an exempt employee. As such, Visa did not fully compensate Lam for all overtime hours worked nor provide an opportunity to take meal and rest breaks as required by California law. Lam worked an average of 28 hours of uncompensated overtime for years at Visa, and Visa did not grant Lam meal breaks for this time as well.

Lam began working for Visa's CyberSource division in 2011 and was paid a \$62.50 hourly wage. Visa moved Lam to a different team, the Global Network Operation Service Tools team, in October 2021, where it continued to compensate Lam hourly.

In March 2014, Visa moved Lam again to a new team again under the same organization, the Circuit Provisioning team, but it converted him to a "salaried" position for \$145,000.00, representing a significant pay cut compared to his prior years at Visa. Lam's work, which was clerical, not exempt, did not change, but Visa no longer compensated him for any overtime from this point forward.

No part of Lam's role involved him in the hiring or firing of staff, approving raises, or approving and determining bonuses for other employees.

In 2015, Visa fired many employees and combined multiple teams. As a result, Visa dramatically increased Lam's workload so that it required Lam to do more than double the work he had previously, making him responsible for ordering circuits for all Visa offices worldwide. Visa made Lam responsible for a workload that previously an entire team with multiple employees had done. Lam's work hours increased correspondingly egregiously, with Visa requiring Lam to be on-call at all hours of the night as well, but his pay remained the same.

Visa's untenable work conditions deteriorated Lam's health. Lam developed sleep apnea, high blood pressure, and diabetes, all of which Lam's physician attributed to Visa's exploitative work requirements. In 2021, Lam's physician recommended that Visa assign healthier, appropriate work hours to Lam, but when Lam submitted a disability accommodation request, including his doctor's prescription, Visa denied the accommodations and retaliated against Lam, issuing the only negative performance review Lam received in 13 years of employment.

By 2024, Lam had earned years of stellar performance reviews and even earned Visa's "Go Beyond Award" nine times. However, that year, Visa issued a performance review that stated Lam "needs improvement," but its explanation for this categorization only gave laudatory commendations. After this review, Visa abruptly terminated Lam in November 2024.

For years before terminating Lam, Visa failed to grant Lam the proper amount of Paid Time Off that he earned. Visa's PTO policy granted 8 hours of PTO for every 80 hours worked; however, as Visa undercounted Lam's hours, Visa did not grant him the hours he earned working overtime. Visa did not cash out this PTO either upon terminating Lam.

Visa also did not issue accurately itemized wage statements that properly and accurately itemized the number of hours Lam worked and the actual payments that it owed to Lam.

Visa failed to pay all of Lam's wages at the time of his discharge, specifically failing to adequately compensate him for the unpaid 28 hours of overtime a week throughout his entire time at Visa.

Visa did not reimburse Lam for the expenses he incurred as a direct consequence of the discharge of his duties when working from home. From 2020 to 2023, Lam performed all of his work at his home office, due to the covid-19 pandemic, which caused him to incur work-related expenses, expenses which Visa did not cover.

Based on these violations, Claimant will seek attorneys' fees, costs, injunctive relief, and penalties under the Labor Code on behalf of herself and all other aggrieved employees who were employed by Employer throughout the duration of Claimant's employment.

Please advise if the LWDA has any objection to Claimant alleging PAGA claims in a lawsuit against Visa. Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Yosef Peretz', with a stylized, cursive script.

Yosef Peretz

Cc: Julia Reichert, jrieichert@orrick.com