

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

December 11, 2025

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: Ashley Adams v. Luxottica of America, Inc.
Our File No.: 7509

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Luxottica of America, Inc. (hereinafter “Luxottica”). This “written notice” is filed on behalf of Ashley Adams (hereinafter referred to as “Plaintiff” and/or “Ms. Adams”) and all current and former non-exempt employees employed by Luxottica. Thank you for your assistance and instruction on this issue.

Please Note: In providing said notice, the Plaintiff intends to proceed in a “representative capacity only.” The Plaintiff is not seeking any individual relief. This is consistent with recent California Court of Appeal precedent. See *Balderas v Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533; *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69. However, the Plaintiff is also aware of a potentially conflicting Court of Appeal Opinion in *Leeper v. Shipt, Inc.* (2024) 107 Cal.App.5th 1001. The *Leeper* Court required a PAGA Plaintiff to proceed on a representative and individual basis. Accordingly, the Plaintiff has also provided notice herein of individual labor code violations experienced by the Plaintiff. Plaintiff will pursue penalties for these individual violations only in the event that future precedent, or a ruling from the Court, requires that the Plaintiff proceed in an individual and representative basis.

Some of the Labor Code violations experienced by Plaintiff (and others similarly situated), were caused by Luxottica’s categorization of Plaintiff (and others), as “exempt” employees. For example, as these employees were designated as “exempt” by Luxottica, they did not receive Overtime Compensation, regardless of how many hours a day/week they would work, and were not provided legal Meal or Rest Periods. Moreover, Plaintiff is aware that there were numerous employees at Luxottica who performed very similar job duties to her, and *did* receive overtime compensation.

The specific provisions alleged to have been violated by Luxottica are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 226, 226(a), 226.7, 227.3, 510, 511, 512, 1194, and 2802, as well as IWC Wage Order 7, and/or any other applicable wage orders, codified as Title 8, California Code of Regulations, section 11070 *et seq.*, or any other applicable wage orders.

Facts and theories supporting the allegations: Ms. Adams was employed as an employee for Luxottica from approximately November 18, 2024 through October 15, 2025.

Throughout the term of the Plaintiff's employment, Luxottica required the Plaintiff and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- Luxottica failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 204, 1194, 510, IWC Wage Order 7, and/or any other applicable wage orders. This illegal action is due, in part, to Luxottica's policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, Luxottica would instruct Plaintiff to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Luxottica would often require Plaintiff to work extended hours (beyond scheduled hours), without compensation. Further, Luxottica would regularly contact Plaintiff outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation. Ms. Adams was routinely required to make and receive phone calls outside of her scheduled hours regarding work related matters.
- Additionally, among other issues, Luxottica has notice of Plaintiff, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Plaintiff was frequently scheduled to be "On Call" outside of when their work shifts ended, but was never compensated for this time. Further, Luxottica failed to properly calculate and pay overtime at the actual overtime rate of pay, as Luxottica ignores certain compensation, including commissions, when calculating the Regular Rate of Pay.

Failure to Provide Compliant Meal Periods

- Luxottica failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 7, and/or any other applicable wage orders. For example, Luxottica does not

possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon how busy the employees were on a given day.

- Luxottica would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or customers at all times. Luxottica has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added. Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, Luxottica failed to pay Meal Period Premiums at the proper rate, as Luxottica fails to either (1) pay a full hours worth of pay, or (2) properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.
- Luxottica required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, Luxottica would interrupt, or cut short, its employees’ Meal Periods and require them to return to work.
- Luxottica illegally retained control over its employees during Meal Periods. For example, Luxottica required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones) at all times, including during Meal Periods.

///

Failure to Provide Compliant Rest Periods

- Luxottica failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 7, and/or any other applicable wage orders. For example, Luxottica does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. Luxottica makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. Luxottica would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to supervisors and/or customers at all times, Luxottica has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which Luxottica would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.
- Luxottica required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, Luxottica would interrupt, or cut short, its employees’ Rest Periods and require them to return to work. Plaintiff was required to respond to supervisors and/or customers during Rest Periods.
- Finally, Luxottica illegally retained control over its employees during Rest Periods. For example, Luxottica required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

Wage Statement Violations

- Luxottica violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Plaintiff and other employees were not compensated for all hours worked (due in part to Luxottica’s requirement that employees list only *scheduled* work-times, not actual work-times.)
- Luxottica violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, Luxottica (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which Luxottica would provide a Meal or Rest Period penalty, it would pay said penalty at an

improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Luxottica violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Luxottica does not explain how its system describes “time worked” on the Wage Statement itself. As such, Plaintiff cannot “readily ascertain” what these figures mean. This is because, Luxottica is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* “.75”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, Luxottica failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- Luxottica failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Plaintiff and other non-exempt employees, including expenses for cell-phone costs. Ms. Adams was routinely contacted during and after scheduled work hours by Luxottica regarding work related matters on her personal cell phone. She never received a cell phone reimbursement.

Willful Failure to Provide All Compensation to Ex-Employees

- Luxottica failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203 and 227.3, due, in part, to the fact that Luxottica failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

Failure to Comply with Personnel File Request

- Luxottica failed to provide a copy of Ms. Adams’ personnel files. On November 5, 2025, our office on behalf of Ms. Adams made a requests for her personnel files. (Please see **Exhibit A**). As of the current date it has been **36 days** since Ms. Adams has requested a copy of her personnel files. Accordingly, Luxottica is liable to Ms. Adams under Cal. Civ. Code section 1198.5.

To confirm, Luxottica is a “person” as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Cody D. Archer, Esq.

Courtesy Copy Via Certified U.S. Mail

National Registered Agents, Inc.

Agent of Service of Process for
Luxottica of America, Inc.
330 N. Brand Blvd, Ste. 700
Glendale, CA 91203

Human Resources Director

Luxottica of America Inc.
4000 Luxottica Place
Mason, OH 45040

Exhibit A

SULLIVAN & YAECKEL
LAW GROUP
A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

November 5, 2025

National Registered Agents, Inc.
Agent of Service of Process for
Luxottica of America Inc.
330 N. Brand Blvd, Ste.700
Glendale, CA 91203

Via Certified Mail

Human Resources Director
Luxottica of America Inc
4000 Luxottica Place
Mason, OH 45040

Via Certified Mail

Re: **Adams v. Luxottica of America Inc. d.b.a. LensCrafters**
Our File no.: 7509

Dear Human Resources Director:

Please allow this correspondence to serve as a request for personnel records in possession of Luxottica of America Inc. d.b.a. LensCrafters, (hereinafter referred to as "LensCrafters"). Our client, Ashley Adams ("Ms. Adams"), requests (a) to inspect her personnel files and records, (b) to copy payroll records pertaining to her employment, and (c) that LensCrafters produce copies of all instruments Ms. Adams signed relating to her employment. Thank you for your assistance in this matter.

Please find attached a copy of an Authorization to Disclose Information, signed by Ms. Adams.

The instant request is made pursuant to, among others, California Labor Code section 1198.5:

(a) Every employee has **the right to inspect the personnel records** that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records **available to the employee at reasonable intervals and at reasonable times**. Except as provided in paragraph (3) of subdivision (c), the employer shall not be required to make those personnel records available at a time when the employee is actually required to render service to the employer.

(c) The employer **shall** do one of the following:

(1) Keep a copy of each employee's personnel records at the place where the employee reports to work.

(2) Make the employee's personnel records available at the place where the employee reports to work within a reasonable period of time following an employee's request.

(3) Permit the employee to inspect the personnel records at the location where the employer stores the personnel records, with no loss of compensation to the employee.

Additionally, Ms. Adams requests that LensCrafters make her payroll records available for copying, pursuant to California Labor Code sections 226(a)-(b):

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing 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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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. The deductions made from payments 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 or a 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.

(b) **An employer that is required** by this code or any regulation adopted pursuant to this code to **keep the information required by subdivision (a)** shall afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer. The employer may take reasonable steps to assure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.

Further, Ms. Adams requests that LensCrafters make her time records available for copying, pursuant to California Code of Regulations, title 8, section 11070(7)(A)-(C):

(A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) **Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.** Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) **Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.**

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the

employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and 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. **An employee's records shall be available for inspection by the employee upon reasonable request.**

Ms. Adams also requests that LensCrafters produce copies of any instrument she signed relating to her employment with LensCrafters pursuant to California Labor Code section 432:

If an employee or applicant signs any instrument relating to the obtaining or holding of employment, **he shall be given a copy of the instrument upon request.**

Finally, please be aware of Labor Code sections 226, 432, and 1198.5. Section 226(c) states:

An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but **no later than 21 calendar days** from the date of the request. A violation of this subdivision is an infraction.

Given the above, we respectfully request that you provide Ms. Adams's personnel files and Time Records for her inspection, and produce copies of all instruments signed by her relating to her employment with LensCrafters. Please understand that unless we receive a formal reply by **Wednesday, November 26, 2025** we will have no option but to proceed formally, seeking all available remedies.

Again, thank you for your assistance throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Cody D. Archer", with a stylized flourish at the end.

Cody D. Archer, Esq.

cody@sullivanlawgroupapc.com

AUTHORIZATION TO DISCLOSE INFORMATION

This will authorize all employers, attorneys, government agencies, including the California Department of Motor Vehicles and the City of San Diego, credit bureaus, credit grantors, debt collection agencies and any and all persons to whom it may be presented to disclose to my attorneys Sullivan & Yaeckel Law Group, APC or to any authorized representative; any and all information records and reports concerning me, or any matter in which I am interested, including any and all debts, collections, employment, credit, debts, or any other matters, all as fully and as freely as you would disclose the same to me personally, it being my intent that this authorization is to serve as my consent to a full disclosure in any circumstances where my consent may be requested or required.

A copy of this authorization shall be accepted as the original. This authorization shall expire one year from the date of signature.

DATED: 11/4/2025



Ashley Adams