March 11, 2026

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***STAAR SURGICAL COMPANY***

Dear Representative:

We have been retained to represent Ricardo Salcedo against STAAR Surgical Company (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "STAAR") for violations of California wage-and-hour laws. Mr. Salcedo seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Salcedo seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

STAAR employed Mr. Salcedo as an hourly-paid, non-exempt employee from approximately January 2022 to approximately May 2023, in the State of California.

The "aggrieved employees" that Mr. Salcedo may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for the above-referenced entity within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, STAAR has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201- 203, 204, 210, 216, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2804, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001(8 CCR Section 11010) and 4-2001 (8 CCR Section 11040).

STAAR failed to pay all wages due for all hours worked, including, *inter alia*, minimum wages, straight time wages, overtime wages, double-time wages, meal and rest premiums, and reporting time pay, to aggrieved employees as required under California law. STAAR required aggrieved employees to perform work off-the-clock, including but not limited to before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, arriving to work early to find parking, completing COVID screening protocols, and donning and/or doffing uniform. STAAR also rounded employee time entries and/or shaved time from employee time entries, which resulted in unpaid wages. STAAR's rounding and/or time-shaving practice was not even-handed and favored STAAR.

California Labor Code sections 510, 1194, and 1198, and the applicable IWC Wage Orders, require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. Further, any work in excess of twelve hours in one day and work in excess of eight hours on any seventh day of a workweek shall be compensated at two times the regular rate of pay of an employee. During the relevant time period, Mr. Salcedo and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week, and also worked in excess of twelve hours in a day and in excess of eight hours on the seventh day of a workweek. Therefore, Mr. Salcedo and other aggrieved employees were entitled to receive certain wages for overtime and double-time compensation, but they were not paid for all overtime and double-time hours worked at their regular rate of pay. Moreover, STAAR failed to accurately calculate the regular rate of pay for overtime and double-time compensation by failing to include all remuneration for employment paid to, or on behalf of, the employee, including but not limited to non-discretionary bonuses, incentive pay, shift differential pay, and commissions. In addition, STAAR is liable to Mr. Salcedo and other aggrieved employees for civil penalties under Labor Code section 210 for failure to pay all overtime wages.

Furthermore, Mr. Salcedo and other aggrieved employees worked shifts at different hourly rates of pay in the same pay period. STAAR failed to accurately calculate the regular rate of pay for overtime and double-time compensation when employees were paid at such different rates of pay. STAAR utilized the lowest hourly rate when calculating the regular rate of pay. This resulted in unpaid wages.

California Labor Code sections 226.7, 512, 516, 1198, as well as the applicable IWC Wage Orders, require employers to provide employees with all required and compliant meal and rest periods, and to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, STAAR failed to provide Mr. Salcedo and other aggrieved employees with all timely, compliant meal periods, failed to authorize and permit Mr. Salcedo and other aggrieved employees to take all timely, compliant rest periods, required Mr. Salcedo and other aggrieved employees to work during meal and rest periods, maintained policies/practices that failed to provide compliant meal and rest periods, and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. For example, STAAR failed to provide Mr. Salcedo and other aggrieved employees with a second uninterrupted, duty-free meal period of at least 30 minutes when the employee worked more than ten hours. Mr. Salcedo and other aggrieved employees were not provided with the opportunity to take such meal periods and did not properly waive such meal periods. Any alleged meal period waiver is invalid. Similarly, STAAR failed to provide Mr. Salcedo and other aggrieved employees with a third ten-minute rest period when the employee worked more than ten hours. Also, STAAR required Mr. Salcedo and other aggrieved employees to remain on the premises during their meal and rest periods.

STAAR failed to pay Mr. Salcedo and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a meal period was not provided, and failed to pay premium wages at the regular rate of pay. STAAR also failed to pay Mr. Salcedo and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted, and failed to pay premium wages at the regular rate of pay. Moreover, STAAR failed to accurately calculate the regular rate of pay for meal and rest period premium wages. Furthermore, STAAR failed to maintain a payroll code for paying meal and rest period premiums.

STAAR also failed to pay Mr. Salcedo and other aggrieved employees sick time pay at the regular rate of pay by failing to include all remuneration for employment paid to, or on behalf of, the employee, including but not limited to non-discretionary bonuses, incentive pay, shift differential pay, and commissions. STAAR thus compensated employees for sick time at below the regular rate of pay.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay in accordance with sections 201 and 202 any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days. During the relevant time period, STAAR failed to pay Mr. Salcedo and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above. Moreover, STAAR is liable to Mr. Salcedo and other aggrieved employees for civil penalty in an amount not exceeding 30 days pay under Labor Code section 203 and 256 for failure to timely pay all wages upon termination of employment.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, STAAR failed to pay Mr. Salcedo and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226, as well as the applicable IWC Wage Orders, require employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, STAAR did not provide Mr. Salcedo and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from STAAR were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Salcedo and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, gross wages earned, net wages earned, the inclusive dates of the pay period, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee. Moreover, STAAR is liable to Mr. Salcedo and other aggrieved employees for the civil penalties provided for in Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

California Labor Code sections 551 and 552, and the applicable IWC Wage Orders, require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Salcedo and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Salcedo and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Salcedo and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Salcedo and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) and 1174.5, and the applicable IWC Wage Orders, require an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. Any employer who willfully fails to maintain accurate and complete records required by subdivision (d) of section 1174 shall be subject to a civil penalty of five hundred dollars ($500). During the relevant time period, STAAR failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Salcedo and other aggrieved employees, including earned and unpaid minimum, overtime, premium wages, and sick time pay as discussed above. STAAR also failed to keep accurate and complete time records showing the hours worked by each employee, including when the employee began and ended each shift, as well as meal periods and total daily hours worked. Moreover, STAAR is liable to Mr. Salcedo and other aggrieved employees for the civil penalties provided for in Labor Code section 1174.5 for failing to maintain accurate records.

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable IWC Wage Orders, provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. In accordance with 1194.2, in any action under section 1194 or 1197.1 an employee shall be entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon. During the relevant time period, STAAR did not provide Mr. Salcedo and other aggrieved employees with the minimum wages to which they were entitled for all hours worked. This is due, in part, to work performed "off-the-clock," rounding, and time-shaving. Moreover, STAAR is liable to Mr. Salcedo and other aggrieved employees for civil penalties under Labor Code section 1197.1 for failure to pay all wages.

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, and 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, STAAR failed to pay Mr. Salcedo and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Salcedo and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, STAAR failed to pay Mr. Salcedo and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Salcedo and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting. Moreover, STAAR failed to accurately calculate the regular rate of pay for reporting time pay by failing to include all remuneration for employment paid to, or on behalf of, the employee, including but not limited to non-discretionary bonuses, incentive pay, shift differential pay, and commissions.

California Labor Code sections 2800, 2802, and 2804, and the applicable IWC Wage Orders, require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Salcedo and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by STAAR. These costs include, but are not limited to, the use of a personal phone for work-related tasks. These expenses include, but are not limited to, personal cell phone expenses (including to clock in and out for work and to communicate with co-workers), uniforms, and tools.

California Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due. STAAR violated and continues to violate Labor Code section 216 by failing to pay Mr. Salcedo and other aggrieved employees for all hours worked at the proper rate of pay, all reporting time pay, and all meal and rest period premium wages owed.

Therefore, on behalf of all aggrieved employees, Mr. Salcedo seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, 2698, *et seq*., and the applicable IWC Wage Orders.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Yasmin Hosseini, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

STAAR Surgical Company
c/o CSC - Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

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STAAR Surgical Company
c/o CSC - Lawyers Incorporating Serv
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