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**February 24, 2026
CA3853**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**KARL STORZ ENDOSCOPY-AMERICA INC.
Certified Mail #9589071052703647148682
Paracorp Incorporated
2804 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833**

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Brandie Bruce Mincey (“Plaintiff”) and all other Aggrieved Employees of Karl Storz Endoscopy-America, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Karl Storz Endoscopy-America, Inc. in California, including any employees staffed with Karl Storz Endoscopy-America, Inc. by a third party, and classified as non-exempt employees during the time period of February 24, 2025 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant since February of 2023. Plaintiff has at all times been classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully fails to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their non-compliant meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff is currently on medical leave. Plaintiff is employed by Defendant as a Case Manager and works remotely and also at Defendant’s office located at 2151 East Grand

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Avenue, El Segundo, California, 90245. During the PAGA Period, Plaintiff and other Aggrieved Employees have been subjected to numerous violations during their employment with Defendant.

From time to time Plaintiff has been unable to take compliant meal breaks and rest breaks which are sometimes late, interrupted or missed entirely in violation of Cal. Labor Codes Section 226.7, 512 & 1198. For example, Plaintiff's meal breaks are late (taken after the 5th hour) sometimes because she is on the phone with a client and cannot take her meal break until after she is done with the call. Periodically meal breaks are also interrupted by work-related issues, such as co-workers asking Plaintiff for assistance or Plaintiff being asked to take a phone call if, for example, a customer was on hold for a long period of time. Defendant's general attitude was to prioritize work over Plaintiff and other Aggrieved Employees taking compliant meal breaks. Plaintiff's meal breaks were also missed entirely sometimes due to high work volume. Plaintiff's rest breaks were sometimes taken late due to high work volume and periodically interrupted with work-related issues. From time to time Plaintiff also missed her rest breaks entirely. Plaintiff's wage statements, however, show that Defendant has not accurately recorded and provided Plaintiff with all the meal and rest break premium payments she's entitled to for the meal and rest break violations she has suffered during the PAGA Period. For example, Plaintiff was paid approximately 11 meal break premiums in all 2025 which doesn't account for all the violations that occurred. Also, Plaintiff's wage statements show that no premiums were paid for rest period violations which is virtually impossible given that there is a clear overlap for the reasons why meal break and rest break violations occurred, as set forth above. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statement dated December 12, 2025, which shows 12 meal break premiums paid in 2025 and no rest break premiums paid.

Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, while off the clock during some of her meal breaks, Plaintiff was sometimes interrupted by work-related issues, such as co-workers needing assistance or taking calls from callers who were waiting a long time on hold for assistance. Also, from time to time Plaintiff would receive emails from her supervisor after her shift ended directing her to deal with a work-related issue, such as fixing an order that was supposed to ship overnight but the system incorrectly marked it for 2-day delivery. Also, from time to time Plaintiff's supervisor asked for a meeting with her while off the clock saying it would "be quick", but never was. It should be noted Plaintiff's

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supervisor did not ask Plaintiff to clock back in for these impromptu meetings. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, the wage statements failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and after her shift ended, as set forth above.

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, if Defendant could not get a hold of Plaintiff online with respect to work-related issues, Defendant would reach out to her on her personal cell phone. Also, even though when working remotely from home Plaintiff was provided with a laptop, keyboard, mouse and headset, she was not reimbursed for Internet or power/electricity expenses she incurred for the benefit of Defendant.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.