

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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LA JOLLA, CALIFORNIA 92037

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WRITERS E-MAIL:
rico@bamlawca.com

WRITERS EXT:
1009

April 21, 2026
CA3901

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Intuitive Surgical, Inc.
Certified Mail# 9589071052704045661971
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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 Rick Hernandez ("Plaintiff") and all other Aggrieved Employees of Intuitive Surgical Operations, Inc. and/or Intuitive Surgical, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Intuitive Surgical Operations, Inc. and/or Intuitive Surgical, Inc. in California, including any employees staffed with Intuitive Surgical Operations, Inc. and/or Intuitive Surgical, Inc. by a third party, and classified as non-exempt employees during the time period of April 21, 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 was employed by Defendant in California from June 5, 2023 to March 3, 2026. Plaintiff was 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 at all times. Defendant, however, unlawfully failed 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 and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, and for business expenses that were incurred but not reimbursed.

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Plaintiff was employed by Defendant as a non-exempt document control specialist from June 5, 2023 to March 3, 2026 working at Defendant's location at 1020 Kifer Road Sunnyvale, CA 94086 and from home. Plaintiff's job duties were to process engineering change orders (ECOs) for any changes needed to the surgical equipment. Plaintiff received hundreds of ECOs a day and would have to review, process, and upload each of them. After doing so, Plaintiff wrote comments on each ECO uploaded. Plaintiff was also tasked with talking to customers and translating documents from English to Spanish and vice versa. Due to the laborious nature of Plaintiff's job duties, Plaintiff was subjected to various California Labor Code violations during his employment with Defendant.

First, during the PAGA Period, Plaintiff from time to time took his meal breaks late and was unable to take his rest breaks in violation of Cal. Labor Codes Section 226.7, 512 & 1198. As stated before, Plaintiff was given hundreds of ECOs a day to review, process, and upload. Each of the ECOs given had to be uploaded within the same day. Further, Plaintiff had to provide comments on each documented change to the surgical equipment. Because of that, there were some instances where Plaintiff took his meal breaks late or was unable to take his rest breaks. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant failed to pay the proper penalties to Plaintiff. Plaintiff did not receive a single meal or rest break premium payment for violations that occurred in 2025 or in 2026.

Further, there were some instances where Plaintiff would have to continue with his job duties while clocked out for his meal break. Due to how many ECO's Plaintiff was given, Plaintiff would keep processing them during his meal break from time to time. There were also some moments where Plaintiff would continue working on the ECOs or would continue translating documents after clocking out. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. For example, as stated above, Plaintiff would work while he was off the clock from time to time, and this time was not recorded on Plaintiff's wage statements. As a result, Defendant knowingly and intentionally failed to include all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

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Defendant also failed to include all non-discretionary compensation into the regular rate for purposes of calculating Plaintiff's correct overtime, meal break and sick pay rate during certain pay periods resulting in violations of Labor Code Sections 226.7, 246 and 510. For example, Plaintiff received a "**Cip Bonus**" wage, but that payment was not factored into Plaintiff's regular rate and resulted in an underpayment of overtime payments during that pay period which was in the PAGA Period. Further, Plaintiff was paid Restricted Stock Units ("**RSU Comp**") and Employee Stock Purchase Plan Compensation ("**Espp Comp**") during his employment with Defendant. Restricted Stock Units (RSUs) and Employee Stock Purchase Plan Compensation (ESPPC) are forms of employee compensation in an award of stock shares when Plaintiff and other Aggrieved Employees met certain conditions. Plaintiff met the conditions needed to earn the RSUs and ESPPCs. Defendant paid Plaintiff the RSUs and ESPPCs, but Defendant failed to include the RSU and ESPPC wages into Plaintiff's regular rate. As a result, Defendant underpaid Plaintiff for his overtime and sick pay.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 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), and is therefore actionable under California Labor Code section 2699.3.

Lastly, Plaintiff was not reimbursed for business related expenses he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff used his personal cell phone to talk to customers about what changes were needed to the surgical equipment and how to perform some of those changes. Yet, Plaintiff was not reimbursed for those expenses incurred. Further, Plaintiff was not compensated for any work from home expenses such as internet, desk, and office chair.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. 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.

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

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.

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Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.