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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN DIEGO**

10
11 ALEXANDER SWORD, on behalf of the
State of California, as a private attorney
12 general,

13
14 Plaintiff,

15 vs.

16 ACCRIVA DIAGNOSTICS, INC., a
Corporation; WERFEN USA LLC, a
17 Limited Liability Company; and DOES 1
18 through 50, inclusive,

19 Defendants.
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ELECTRONICALLY FILED

Superior Court of California,

County of San Diego

3/3/2026 10:54:23 AM

Clerk of the Superior Court

By S. Bakke ,Deputy Clerk

Case No. 26CU012079C

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 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), and the applicable Wage
Order(s).

1 Plaintiff Alexander Sword (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Accriva Diagnostics, Inc. and
8 Werfen USA LLC (referred to as “DEFENDANT”) seeking only to recover PAGA civil
9 penalties on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699**. To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

25 **THE PARTIES**

26 5. Accriva Diagnostics, Inc. is a corporation that at all relevant times mentioned
27 herein conducted and continues to conduct substantial business in California.
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1 6. Werfen USA LLC is a limited liability company that at all relevant times
2 mentioned herein conducted and continues to conduct substantial business in California.

3 7. Accriva Diagnostics, Inc. and Werfen USA LLC, are the joint employers of
4 PLAINTIFF as evidenced by paycheck, standardized company employment handbooks, by
5 standardized policies and procedures, by the company PLAINTIFF performs work for
6 respectively and are therefore jointly responsible as employers for the conduct alleged herein,
7 and are therefore collectively referred to herein as (“DEFENDANT”). DEFENDANT
8 specializes in in-vitro diagnostics (IVD) and lab automation in the fields of hemostasis, acute
9 care diagnostics, autoimmunity, transfusion, and transplant diagnostics. The company provides
10 products and services to hospitals and labs.

11 8. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF’s
12 employment with DEFENDANT started in September of 2023. PLAINTIFF has been at all
13 times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and
14 entitled to the legally required meal and rest periods and payment of minimum and overtime
15 wages due for all time worked.

16 9. PLAINTIFF, and such persons that may be added from time to time who satisfy
17 the requirements and exhaust the administrative procedures under the Private Attorney General
18 Act, brings this Representative Action on behalf of the State of California with respect to all
19 individuals who are or previously were employed by Accriva Diagnostics, Inc. and/or Werfen
20 USA LLC in California, including any employees staffed with Accriva Diagnostics, Inc. and/or
21 Werfen USA LLC by a third party, and classified as non-exempt employees (“AGGRIEVED
22 EMPLOYEES”) during the time period of December 17, 2024 until a date as determined by the
23 Court (the "PAGA PERIOD").

24 10. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
25 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
26 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
27 violation of California Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2),
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1 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
2 Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
3 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the
4 meaning of Labor Code § 2699.

5 11. The true names and capacities, whether individual, corporate, subsidiary,
6 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
7 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
8 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
9 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
10 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
11 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
12 50, inclusive, are responsible in some manner for one or more of the events and happenings
13 that proximately caused the injuries and damages hereinafter alleged.

14 12. The agents, servants and/or employees of the Defendants and each of them
15 acting on behalf of the Defendants acted within the course and scope of his, her or its
16 authority as the agent, servant and/or employee of the Defendants, and personally
17 participated in the conduct alleged herein on behalf of the Defendants with respect to the
18 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
19 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
20 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
21 conduct of the Defendants' agents, servants and/or employees.

22 THE CONDUCT

23
24 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
25 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
26 worked, meaning the time during which an employee is subject to the control of an
27 employer, including all the time the employee is suffered or permitted to work.
28 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without

1 paying them for all the time they are under DEFENDANT's control. Among other things,
2 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
3 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
4 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
5 break. DEFENDANT, as a matter of established company policy and procedure,
6 administers a uniform practice of rounding the actual time worked and recorded by
7 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
8 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES are paid less than they would have been paid had they been paid for actual
10 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
12 breaks by working without their time being correctly recorded and without compensation at
13 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
14 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
15 records.

16 14. State law provides that employees must be paid overtime and meal and rest
17 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
18 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
19 tied to specific elements of an employee's performance.

20 15. The second component of PLAINTIFF's and the AGGRIEVED
21 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
22 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
23 performance for DEFENDANT. The non-discretionary incentive program provided all
24 employees paid on an hourly basis with incentive compensation when the employees met the
25 various performance goals set by DEFENDANT. However, when calculating the regular
26 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
27 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
28 compensation as part of the employees' "regular rate of pay" for purposes of calculating

1 overtime pay and meal and rest break premium pay. Management and supervisors described
2 the incentive program to potential and new employees as part of the compensation package.
3 As a matter of law, the incentive compensation received by PLAINTIFF and the
4 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to
5 do so has resulted in a underpayment of overtime compensation and meal and rest break
6 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

7 16. As a result of their rigorous work schedules, PLAINTIFF and the
8 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
9 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
10 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
11 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
12 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
13 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
14 which these employees were required by DEFENDANT to work ten (10) hours of work.
15 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
16 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
17 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
18 and in accordance with DEFENDANT’s corporate policy and practice.

19 17. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES were also required from time to time to work in excess of four (4) hours
21 without being provided ten (10) minute rest periods. Further, these employees were denied
22 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
23 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
24 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
25 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
26 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
27 also not provided with one hour wages in lieu thereof. Additionally, the applicable
28 California Wage Order requires employers to provide employees with off-duty rest periods,

1 which the California Supreme Court defined as time during which an employee is relieved
2 from all work related duties and free from employer control. In so doing, the Court held that
3 the requirement under California law that employers authorize and permit all employees to
4 take rest period means that employers must relieve employees of all duties and relinquish
5 control over how employees spend their time which includes control over the locations
6 where employees may take their rest period. Employers cannot impose controls that prohibit
7 an employee from taking a brief walk - five minutes out, five minutes back. Here,
8 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
9 unconstrained walks and is unlawful based on DEFENDANT's rule which states
10 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
11 their rest period.

12 18. During the PAGA PERIOD, DEFENDANT failed to accurately record and
13 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
14 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
15 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
16 all time worked, meaning the time during which an employee was subject to the control of
17 an employer, including all the time the employee was permitted or suffered to permit this
18 work. DEFENDANT required these employees to work off the clock without paying them
19 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
20 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
21 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
22 EMPLOYEES forfeited time worked by working without their time being accurately
23 recorded and without compensation at the applicable minimum wage and overtime wage
24 rates. To the extent that the time worked off the clock does not qualify for overtime
25 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
26 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

27 19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
28 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to

1 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
2 provides that every employer shall furnish each of his or her employees with an accurate
3 itemized wage statement in writing showing, among other things, gross wages earned and all
4 applicable hourly rates in effect during the pay period and the corresponding amount of time
5 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
6 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
7 during the pay period and the total hours worked, and the applicable pay period in which the
8 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
9 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
10 identify such information. More specifically, the wage statements failed to identify the
11 accurate total hours worked each pay period. When the hours shown on the wage statements
12 were added up, they did not equal the actual total hours worked during the pay period in
13 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
14 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
15 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
16 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
17 statements which violated Cal. Lab. Code § 226.

18 20. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
19 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
20 the wages are paid not more than seven (7) calendar days following the close of the payroll
21 period. Cal. Lab. Code § 210 provides:

22 in [I]n addition to, and entirely independent and apart from, any other penalty provided
23 this article, every person who fails to pay the wages of each employee as provided in
24 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
25 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

26 21. DEFENDANT from time to time failed to pay PLAINTIFF and the
27 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
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1 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
2 wage payments.

3 22. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
4 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
5 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
6 employees earn non-discretionary remuneration, including, but not limited to, incentives,
7 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
8 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
9 their base rates of pay.

10 23. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
11 employees be calculated by dividing the employee’s total wages, not including overtime
12 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
13 days of employment.

14 24. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
15 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
16 earned non-discretionary incentive wages which increased their regular rate of pay.
17 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
18 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
19 required under Cal. Lab. Code Section 246.

20 25. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
21 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
22 penalties pursuant to Cal. Lab. Code Section 203.

23 26. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
24 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
25 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
26 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
27 2802, employers are required to indemnify employees for all expenses incurred in the course
28 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer

1 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
2 employee in direct consequence of the discharge of his or her duties, or of his or her
3 obedience to the directions of the employer, even though unlawful, unless the employee, at
4 the time of obeying the directions, believed them to be unlawful."

5 27. In the course of their employment PLAINTIFF and the AGGRIEVED
6 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
7 personal cellular phones as a result of and in furtherance of their job duties as employees for
8 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
9 associated with the use of their personal cellular phones for DEFENDANT's benefit.
10 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
11 DEFENDANT to use their personal cellular phones. As a result, in the course of their
12 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
13 incurred unreimbursed business expenses which included, but were not limited to, costs
14 related to the use of their personal cellular phones all on behalf of and for the benefit of
15 DEFENDANT.

16 17 **JURISDICTION AND VENUE**

18 28. This Court has jurisdiction over this Action pursuant to California Code of
19 Civil Procedure, Section 410.10.

20 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
21 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
22 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
23 facilities in this County and/or conducts substantial business in this County, and (ii)
24 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
25 AGGRIEVED EMPLOYEES.

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1 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
2 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
3 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
4 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

5 34. The policies, acts and practices heretofore described were and are an unlawful
6 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
7 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
8 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
9 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees
10 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
11 Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
12 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
13 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
14 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
15 Labor Code Private Attorney General Act of 2004 as the representative of the State of
16 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
17 EMPLOYEES.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
20 severally, as follows:

21 1. On behalf of the State of California and with respect to all AGGRIEVED
22 EMPLOYEES:

23 A) Recovery of civil penalties as prescribed by the Labor Code Private
24 Attorneys General Act of 2004; and,

25 B) An award of attorneys' fees and cost of suit, as allowable under the
26 law, including, but not limited to, pursuant to Labor Code §2699.

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 Dated: March 3, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2

3 By: /s/ Norman Blumenthal
4 Norman B. Blumenthal
5 Kyle R. Nordrehaug
6 Nicholas J. De Blouw
7 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1004**

**December 17, 2025
CA3735**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency	Accriva Diagnostics, Inc.
Online Filing	Certified Mail #9589071052700057730407
	ED SANTOS
	6260 SEQUENCE DRIVE
	SAN DIEGO, CA 92121

Re: Notice Of Violations Of California Labor Code Sections §§ 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) 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 Alexander Sword ("Plaintiff") and all other Aggrieved Employees of Accriva Diagnostics, Inc. and/or Werfen USA LLC ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Accriva Diagnostics, Inc. and/or Werfen USA LLC in California, including any employees staffed with Accriva Diagnostics, Inc. and/or Werfen USA LLC by a third party, and classified as non-exempt employees during the time period of December 17, 2024 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 in California since September of 2023. Plaintiff has been at all times 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.

Specifically, Plaintiff has been employed by Defendant as a Technical Operator working in San Diego at Defendant's place of business located at 6260 Sequence Drive, San Diego, CA 92121 since September of 2023. Plaintiff performs his job duties consisting of manufacturing related tasks that include, but are not limited to, assembling and testing medical blood testing equipment, adhering to Defendant's cGMP/GDP guidelines, using specialized tools, troubleshooting and maintaining diagnostic devices

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all in a fast paced, quality assurance drive environment that led to many California Labor Code violations.

Plaintiff has been from time to time unable to take rest breaks and takes many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Code Sections 226.7, 512 & 1198. Plaintiff does not always take rest breaks, and his meal breaks have been interrupted during the PAGA Period as a result of the fast paced work environment he is required to complete his job tasks in. For example, there are times as a result of Defendant's shortage of labor that Plaintiff cannot not simply take off duty meal and rest breaks as a result of having to closely monitor the diagnostic equipment and provide support to his team. Additionally, Plaintiff's Manufacturing Supervisor, Cecille Wells, will ask Plaintiff while clocked out of Defendant's timekeeping system to obtain a specific item or lot/batch from the cold room and bring the item to the lab. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff. In fact, Plaintiff was only paid a single meal break penalty during the PAGA Period and no rest break penalties during the PAGA Period. In addition to violating Cal. Lab. Code Sections 226.7 & 512, Defendant also violated Cal. Lab. Code Sections 510, 1194 & 1197 by failing to pay Plaintiff all wages due for working off the clock as 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)(2). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hours worked, 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, Defendant violated Cal. Lab. Code Section 226(a)(2) by including time not actually worked in the total hours worked column on Plaintiff's paystubs, including but not limited to, PTO hours. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Defendant paid Plaintiff and other Aggrieved Employees non-discretionary incentive compensation wages during the PAGA Period in which Defendant failed to correctly include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime, meal/rest break violation pay, and sick pay and as a result violated Labor Code Sections 226.7, 246, 510 and 512. For example, Defendant paid Plaintiff a "Shift Differential" non-discretionary wage payment for working undesirable shifts during the PAGA period (an example can be found on pay date 05/02/2025) and Plaintiff also worked overtime during that pay period. As a result, Plaintiff was not paid the proper overtime, meal/rest break premium pay, and sick pay wages during the PAGA Period.

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Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where he had to use his personal cell phone for work tasks. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

Finally, as described in detail in this notice, Defendant willfully fails to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also fails to timely pay those amounts due and earned in violation of California Labor Code Sections 204 & 210.

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

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

**December 17, 2025
CA3735**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Online Filing	Werfen USA LLC Certified Mail #9589071052700057730391 CSC - Lawyers Incorporating Service KOY SAECHAO 2710 GATEWAY OAKS DRIVE, Suite 150N SACRAMENTO, CA 95833
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Re: Notice Of Violations Of California Labor Code Sections §§ 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) 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 Alexander Sword ("Plaintiff") and all other Aggrieved Employees of Accriva Diagnostics, Inc. and/or Werfen USA LLC ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Accriva Diagnostics, Inc. and/or Werfen USA LLC in California, including any employees staffed with Accriva Diagnostics, Inc. and/or Werfen USA LLC by a third party, and classified as non-exempt employees during the time period of December 17, 2024 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 in California since September of 2023. Plaintiff has been at all times 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.

Specifically, Plaintiff has been employed by Defendant as a Technical Operator working in San Diego at Defendant's place of business located at 6260 Sequence Drive, San Diego, CA 92121 since September of 2023. Plaintiff performs his job duties consisting of manufacturing related tasks that include, but are not limited to, assembling

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and testing medical blood testing equipment, adhering to Defendant's cGMP/GDP guidelines, using specialized tools, troubleshooting and maintaining diagnostic devices all in a fast paced, quality assurance drive environment that led to many California Labor Code violations.

Plaintiff has been from time to time unable to take rest breaks and takes many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Code Sections 226.7, 512 & 1198. Plaintiff does not always take rest breaks, and his meal breaks have been interrupted during the PAGA Period as a result of the fast paced work environment he is required to complete his job tasks in. For example, there are times as a result of Defendant's shortage of labor that Plaintiff cannot not simply take off duty meal and rest breaks as a result of having to closely monitor the diagnostic equipment and provide support to his team. Additionally, Plaintiff's Manufacturing Supervisor, Cecille Wells, will ask Plaintiff while clocked out of Defendant's timekeeping system to obtain a specific item or lot/batch from the cold room and bring the item to the lab. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff. In fact, Plaintiff was only paid a single meal break penalty during the PAGA Period and no rest break penalties during the PAGA Period. In addition to violating Cal. Lab. Code Sections 226.7 & 512, Defendant also violated Cal. Lab. Code Sections 510, 1194 & 1197 by failing to pay Plaintiff all wages due for working off the clock as 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)(2). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hours worked, 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, Defendant violated Cal. Lab. Code Section 226(a)(2) by including time not actually worked in the total hours worked column on Plaintiff's paystubs, including but not limited to, PTO hours. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Defendant paid Plaintiff and other Aggrieved Employees non-discretionary incentive compensation wages during the PAGA Period in which Defendant failed to correctly include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime, meal/rest break violation pay, and sick pay and as a result violated Labor Code Sections 226.7, 246, 510 and 512. For example, Defendant paid Plaintiff a "Shift Differential" non-discretionary wage payment for working undesirable shifts during the

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PAGA period (an example can be found on pay date 05/02/2025) and Plaintiff also worked overtime during that pay period. As a result, Plaintiff was not paid the proper overtime, meal/rest break premium pay, and sick pay wages during the PAGA Period.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where he had to use his personal cell phone for work tasks. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

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Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.