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

9 **IN AND FOR THE COUNTY OF SANTA CLARA**

10 FRANCISCO HERNANDEZ, JULIO
11 BENITES and MANUEL PUEBLA, on
behalf of the State of California, as private
12 attorney generals,

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14 Plaintiffs,

15 vs.

16 ROCHE MOLECULAR SYSTEMS, INC., a
Corporation; ROCHE SEQUENCING
17 SOLUTIONS, INC., a Corporation; and
DOES 1 through 50, inclusive,

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20 Defendants.
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by Superior Court of CA,
County of Santa Clara,
on 9/8/2026 9:38 AM
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Case #26CV502789

Case No. 26CV502789

**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,
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 Plaintiffs Francisco Hernandez, Julio Benites and Manuel Puebla (“PLAINTIFFS”),
2 on behalf of the people of the State of California and as “aggrieved employees” acting as
3 private attorney generals under the Labor Code Private Attorney General Act of 2004,
4 § 2699, (“PAGA”) only, allege on information and belief, except for their own acts and
5 knowledge which are based on personal knowledge, the following:

6 7 INTRODUCTION

8 1. PLAINTIFFS bring this action against defendants Roche Molecular Systems, Inc.
9 and Roche Sequencing Solutions, Inc. (referred to as “DEFENDANT”) seeking only to recover
10 PAGA civil penalties on behalf of all current and former aggrieved employees that worked for
11 DEFENDANT. PLAINTIFFS do **not seek to recover anything other than penalties as**
12 **permitted by California Labor Code § 2699**. To the extent that statutory violations are
13 mentioned for wage violations, PLAINTIFFS do not seek underlying general and/or special
14 damages for those violations, but simply the civil penalties permitted by California Labor Code
15 § 2699.

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

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

23 4. PLAINTIFFS are not suing in their individual capacity; they are proceeding
24 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
25 Nothing in this complaint should be construed as PLAINTIFFS suing in their individual
26 capacity.

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THE PARTIES

5. Roche Molecular Systems, Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

6. Roche Sequencing Solutions, Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

7. The entities named in paragraphs 5-6 above (and any DOE entities later named) are the joint employers of PLAINTIFFS as evidenced by paycheck, standardized company employment handbooks, by standardized policies and procedures, by the company PLAINTIFFS perform work for respectively and are therefore jointly responsible as employers for the conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANT").

8. DEFENDANT is a molecular diagnostics company that develops, manufactures, and supplies innovative diagnostic, blood screening, and, nucleic acid tests in California.

9. Plaintiff Hernandez has been employed by DEFENDANT in California since July 30, 2018. Plaintiff Hernandez is 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.

10. Plaintiff Benites has been employed by DEFENDANT in California since February of 2017. Plaintiff Benites is 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.

11. Plaintiff Puebla has been employed by DEFENDANT in California since April 30, 2018. Plaintiff Puebla is 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.

12. PLAINTIFFS, and such persons that may be added from time to time who satisfy

1 the requirements and exhaust the administrative procedures under the Private Attorney General
2 Act, bring this Representative Action on behalf of the State of California with respect to all
3 individuals who are or previously were employed by Roche Molecular Systems, Inc. and/or
4 Roche Sequencing Solutions, Inc. in California, including any employees staffed with Roche
5 Molecular Systems, Inc. and/or Roche Sequencing Solutions, Inc. by a third party, and classified
6 as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of March
7 20, 2025 until a date as determined by the Court (the "PAGA PERIOD").

8 13. PLAINTIFFS, on behalf of all AGGRIEVED EMPLOYEES presently or
9 formerly employed by DEFENDANT during the PAGA PERIOD, bring this representative
10 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
11 violation of California Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 1194, 1197,
12 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
13 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFFS and
14 all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor
15 Code § 2699.

16 14. The true names and capacities, whether individual, corporate, subsidiary,
17 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
18 presently unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious
19 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
20 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
21 they are ascertained. PLAINTIFFS are informed and believe, and based upon that
22 information and belief allege, that the Defendants named in this Complaint, including DOES
23 1 through 50, inclusive, are responsible in some manner for one or more of the events and
24 happenings that proximately caused the injuries and damages hereinafter alleged.

25 15. The agents, servants and/or employees of the Defendants and each of them
26 acting on behalf of the Defendants acted within the course and scope of his, her or its
27 authority as the agent, servant and/or employee of the Defendants, and personally
28 participated in the conduct alleged herein on behalf of the Defendants with respect to the

1 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
2 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFFS and
3 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
4 conduct of the Defendants' agents, servants and/or employees.

5 6 THE CONDUCT

7 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
8 was required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all their time
9 worked, meaning the time during which an employee is subject to the control of an
10 employer, including all the time the employee is suffered or permitted to work.
11 DEFENDANT requires PLAINTIFFS and the AGGRIEVED EMPLOYEES to work
12 without paying them for all the time they are under DEFENDANT's control. Among other
13 things, DEFENDANT requires PLAINTIFFS to work while clocked out during what is
14 supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time
15 interrupted by work assignments while clocked out for what should have been
16 PLAINTIFFS' off-duty meal break. DEFENDANT, as a matter of established company
17 policy and procedure, administers a uniform practice of rounding the actual time worked and
18 recorded by PLAINTIFFS and the AGGRIEVED EMPLOYEES, always to the benefit of
19 DEFENDANT, so that during the course of their employment, PLAINTIFFS and the
20 AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been
21 paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFFS and the
22 AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-
23 duty meal breaks by working without their time being correctly recorded and without
24 compensation at the applicable rates. DEFENDANT's policy and practice not to pay
25 PLAINTIFFS and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by
26 DEFENDANT's business records.

27 17. State law provides that employees must be paid overtime and meal and rest
28 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFFS and the

1 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
2 tied to specific elements of an employee's performance.

3 18. The second component of PLAINTIFFS' and the AGGRIEVED
4 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
5 paid PLAINTIFFS and the AGGRIEVED EMPLOYEES incentive wages based on their
6 performance for DEFENDANT. The non-discretionary incentive program provided all
7 employees paid on an hourly basis with incentive compensation when the employees met the
8 various performance goals set by DEFENDANT. However, when calculating the regular
9 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and
10 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
11 compensation as part of the employees' "regular rate of pay" for purposes of calculating
12 overtime pay and meal and rest break premium pay. Management and supervisors described
13 the incentive program to potential and new employees as part of the compensation package.
14 As a matter of law, the incentive compensation received by PLAINTIFFS and the
15 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
16 do so has resulted in a underpayment of overtime compensation and meal and rest break
17 premiums to PLAINTIFFS and the AGGRIEVED EMPLOYEES by DEFENDANT.

18 19. As a result of their rigorous work schedules, PLAINTIFFS and the
19 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
20 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS
21 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
22 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
23 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFFS and
24 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
25 which these employees were required by DEFENDANT to work ten (10) hours of work.
26 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
27 paying penalties to PLAINTIFFS and the AGGRIEVED EMPLOYEES. PLAINTIFFS and
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1 the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional
2 compensation and in accordance with DEFENDANT's corporate policy and practice.

3 20. During the PAGA PERIOD, PLAINTIFFS and the AGGRIEVED
4 EMPLOYEES were also required from time to time to work in excess of four (4) hours
5 without being provided ten (10) minute rest periods. Further, these employees were denied
6 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
7 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
8 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
9 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
10 hours or more from time to time. PLAINTIFFS and the AGGRIEVED EMPLOYEES were
11 also not provided with one hour wages in lieu thereof. Additionally, the applicable
12 California Wage Order requires employers to provide employees with off-duty rest periods,
13 which the California Supreme Court defined as time during which an employee is relieved
14 from all work related duties and free from employer control. In so doing, the Court held that
15 the requirement under California law that employers authorize and permit all employees to
16 take rest period means that employers must relieve employees of all duties and relinquish
17 control over how employees spend their time which includes control over the locations
18 where employees may take their rest period. Employers cannot impose controls that prohibit
19 an employee from taking a brief walk - five minutes out, five minutes back. Here,
20 DEFENDANT's policy restricted PLAINTIFFS and the AGGRIEVED EMPLOYEES from
21 unconstrained walks and is unlawful based on DEFENDANT's rule which states
22 PLAINTIFFS and the AGGRIEVED EMPLOYEES cannot leave the work premises during
23 their rest period.

24 21. During the PAGA PERIOD, DEFENDANT failed to accurately record and
25 pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for the actual amount of time these
26 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
27 DEFENDANT was required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for
28 all time worked, meaning the time during which an employee was subject to the control of

1 an employer, including all the time the employee was permitted or suffered to permit this
2 work. DEFENDANT required these employees to work off the clock without paying them
3 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
4 should have known that PLAINTIFFS and the AGGRIEVED EMPLOYEES were under
5 compensated for all time worked. As a result, PLAINTIFFS and the AGGRIEVED
6 EMPLOYEES forfeited time worked by working without their time being accurately
7 recorded and without compensation at the applicable minimum wage and overtime wage
8 rates. To the extent that the time worked off the clock does not qualify for overtime
9 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
10 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

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

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

7 in [I]n addition to, and entirely independent and apart from, any other penalty provided
8 this article, every person who fails to pay the wages of each employee as provided in
9 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
10 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.

11 24. DEFENDANT from time to time failed to pay PLAINTIFFS and the
12 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
13 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
14 wage payments.

15 25. DEFENDANT underpaid sick pay wages to PLAINTIFFS and the
16 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
17 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt
18 employees earn non-discretionary remuneration, including, but not limited to, incentives,
19 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
20 DEFENDANT underpays sick pay to PLAINTIFFS and the AGGRIEVED EMPLOYEES at
21 their base rates of pay.

22 26. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
23 employees be calculated by dividing the employee’s total wages, not including overtime
24 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
25 days of employment.

26 27. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
27 at the regular rate of pay. PLAINTIFFS and the AGGRIEVED EMPLOYEES routinely
28 earned non-discretionary incentive wages which increased their regular rate of pay.

1 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and
2 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
3 required under Cal. Lab. Code Section 246.

4 28. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
5 PLAINTIFFS and the AGGRIEVED EMPLOYEES for required business expenses incurred
6 by the PLAINTIFFS and the AGGRIEVED EMPLOYEES in direct consequence of
7 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
8 2802, employers are required to indemnify employees for all expenses incurred in the course
9 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
10 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
11 employee in direct consequence of the discharge of his or her duties, or of his or her
12 obedience to the directions of the employer, even though unlawful, unless the employee, at
13 the time of obeying the directions, believed them to be unlawful."

14 29. In the course of their employment PLAINTIFFS and the AGGRIEVED
15 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
16 personal cellular phones as a result of and in furtherance of their job duties as employees for
17 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
18 associated with the use of their personal cellular phones for DEFENDANT's benefit.
19 Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were required by
20 DEFENDANT to use their personal cellular phones. As a result, in the course of their
21 employment with DEFENDANT, PLAINTIFFS and the AGGRIEVED EMPLOYEES
22 incurred unreimbursed business expenses which included, but were not limited to, costs
23 related to the use of their personal cellular phones all on behalf of and for the benefit of
24 DEFENDANT.

25 26 **JURISDICTION AND VENUE**

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

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

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698]

(By PLAINTIFFS and Against All Defendants)

32. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

33. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

34. PLAINTIFFS, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by Roche Molecular Systems, Inc. and/or Roche Sequencing Solutions, Inc. in California, including any

1 employees staffed with Roche Molecular Systems, Inc. and/or Roche Sequencing Solutions,
2 Inc. by a third party, and classified as non-exempt employees ("AGGRIEVED
3 EMPLOYEES") during the time period of March 20, 2025 until a date as determined by the
4 Court (the "PAGA PERIOD").

5 35. On March 20, 2026, PLAINTIFFS gave written notice by electronic mail to
6 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
7 employer of the specific provisions of this code alleged to have been violated as required by
8 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
9 herein. The statutory waiting period for PLAINTIFFS to add these allegations to the
10 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFFS may now
11 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
12 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

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

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28 ¹Plaintiffs specifically exclude and/or do not allege any claims under California Labor
Code §558(a)(3).

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WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and

1. On behalf of the State of California and with respect to other AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private

B) An award of attorneys' fees and cost of suit, as allowable under the

Dated: September 8, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Nicholas De Blouw
 Kyle R. Nordrehaug
 Nicholas J. De Blouw
Attorneys for Plaintiffs

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EXHIBIT 1

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March 20, 2026
CA3881

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Roche Molecular Systems, Inc.
Certified Mail #9589071052702615254707
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 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 Francisco Hernandez, an individual, Julio Benites, an individual, and Manuel Puebla (“Plaintiffs”) and all other Aggrieved Employees of Roche Molecular Systems, Inc. and/or Roche Sequencing Solutions, Inc. (“Defendants”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Roche Molecular Systems, Inc. and/or Roche Sequencing Solutions, Inc. in California, including any employees staffed with Roche Molecular Systems, Inc. and/or Roche Sequencing Solutions, Inc. by a third party, and classified as non-exempt employees during the time period of March 20, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiffs and other Aggrieved Employees in a lawsuit against Defendants. Plaintiff Hernandez has been employed by Defendants in California since July 30, 2018. Plaintiff Benites has been employed by Defendants in California since February of 2017. Plaintiff Puebla has been employed by Defendants in California since April 30, 2018. Plaintiffs are at all times classified by Defendants as non-exempt employees, 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 fail to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiffs are all laboratory cleaning technicians employed by Defendants working at 5945 Optical Ct. San Jose, California 95138. Plaintiffs perform their job duties consisting of disposing various forms of trash - regular and bio-hazardous and forms of liquid and solid waste. Plaintiffs also maintain the building's fire extinguishers, showers, and eye washes by ensuring each lab is fully decontaminated. They support various labs by bringing in pipets, cleaning supplies, and bench papers and other supplies requested from the warehouse. Expiration dates of several liquids are also monitored by Plaintiffs. Due to the time consuming nature of Plaintiffs' job tasks, Plaintiffs are subjected to numerous violations during his employment with Defendants.

First, Plaintiff Puebla has been periodically unable to take rest breaks and has taken some of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7 & 512. On top of the laboratories Plaintiff Puebla had to clean, from time to time he also helped clean the labs of another co-worker who needed Plaintiff's help. There are also some instances where Plaintiff took a meal break late because he had to check each fire extinguisher in the building to see if they were used or not and because cleaning laboratories would take longer than expected. Due to those circumstances, Plaintiff Puebla took his meal break late from time to time during the PAGA Period. Even though Defendants knew of Plaintiff's Puebla's inability to take the legally required meal and rest breaks, Defendants choose not to pay the proper penalties to Plaintiff Puebla Attached as **Exhibit #1** is the true and correct copy of Plaintiff Puebla's wage statement for the pay period from December 1, 2025 to December 14, 2025 showing no meal break premiums paid by Defendants for the year to date of 2025.

Additionally, Plaintiffs allege that Defendants fail to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiffs and the Aggrieved Employees are 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 do not.

Further, Defendants fail to include all non-discretionary incentive wages into Plaintiffs' regular rate for purposes of calculating Plaintiffs' correct overtime, meal and rest break premium pay, and sick pay during certain pay periods. Plaintiffs' pay stubs reveal that Defendants paid Plaintiffs non-discretionary incentive wages, including but not limited to, "Applause Award" "Rally Giftcard/Incentive GU" "Lifestyle Spending Account" and "Roche Annual Bonus" during the PAGA Period and during pay periods where Plaintiffs also worked overtime and/or was paid sick pay/PTO wages. However, Defendants fail to calculate these wages into Plaintiffs' regular rate and as a result, Defendants underpay Plaintiffs their wages during those pay periods. Plaintiffs are

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underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Further, there are some instances where Plaintiffs would do work while clocked out on a meal break. Plaintiffs would respond to calls and messages while on their meal breaks. Sometimes, Plaintiffs would end their meal break early to go back to their job duties because they were told someone had walked from a contaminated laboratory to a decontaminated laboratory. This meant Plaintiffs had to quickly decontaminate the formerly clean laboratory. However, Plaintiffs were 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.

Lastly, Plaintiffs have not been reimbursed for business related expenses that they have incurred as a result of their job duties for Defendants in violation of Cal. Lab. Code Section 2802. Plaintiffs use their personal cell phone for work in order to communicate with other co-workers and discuss what was needs to be completed. Plaintiffs also use their cell phones to check their emails and respond to Google work chats. Yet, Plaintiffs have not been reimbursed for the expenses incurred.

This notice is provided to enable Plaintiffs to proceed with a Complaint against Defendants 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 Plaintiffs and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1



Roche Molecular Systems, Inc. 4300 HACIENDA DR PLEASANTON, CA 94588-2722
Manuel Puebla Meza [REDACTED]

1-800-816-8221

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Manuel Puebla Meza	Roche Molecular Systems, Inc.	[REDACTED]	12/01/2025	12/14/2025	12/19/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	63.50	2,551.33	424.37	504.15	50.00	1,572.81
YTD	1,633.50	69,127.89	11,253.48	14,216.66	825.00	42,832.75

Earnings						Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Description	Amount	YTD
Applause Award	12/01/2025 - 12/14/2025	0	0	77.63	830.04	OASDI	156.58	4,270.29
Authorized Leave	12/08/2025 - 12/14/2025	0.5	28.11	14.06	1,094.27	Medicare	36.62	998.70
Company Holiday			0		3,104.16	Federal Withholding	223.33	6,380.13
Floating Holiday			0		224.88	State Tax - CA	66.32	1,983.89
Imputed Income Life Insurance	12/01/2025 - 12/14/2025	0	0	2.77	72.02	CA VDI - CAVDI	21.30	583.65
Lifestyle Spending Account			0		418.60			
Overtime - 1.0			0		658.08			
Overtime Premium - 0.5			0		446.60			
Protected Sick Leave			0		1,578.56			
Rally Giftcard/Incentive GU			0		468.36			
Regular Unrecorded			0		14.06			
Regular	12/01/2025 - 12/07/2025	40	28.11	1,124.40				
Regular	12/08/2025 - 12/14/2025	23.5	28.11	660.59	45,062.75			
Roche Annual Bonus			0		2,138.76			
Shift Pay -10%	12/01/2025 - 12/07/2025	40	2.811	112.44				
Shift Pay -10%	12/08/2025 - 12/14/2025	40	2.811	112.45	5,818.18			
Shift Pay 10% - 1.5 OT			0		98.72			
Sick			0		2,994.23			
Vacation	12/08/2025 - 12/14/2025	16	28.11	449.76	4,596.24			
Earnings				2,554.10	69,618.51	Employee Taxes	504.15	14,216.66

Pre Tax Deductions			Post Tax Deductions		
Description	Amount	YTD	Description	Amount	YTD
401(k)	395.80	10,510.66	Applause Offset	50.00	525.00
Dental (Pre-Tax)	8.17	212.42	Rally Giftcard/Incentive GU Offset		300.00
Medical Insurance - Pre Tax	19.20	499.20			
Vision (Pre-Tax)	1.20	31.20			
Pre Tax Deductions	424.37	11,253.48	Post Tax Deductions	50.00	825.00

Employer Paid Benefits			Taxable Wages		
Description	Amount	YTD	Description	Amount	YTD
401(k) Match	98.95	2,630.49	OASDI - Taxable Wages	2,525.53	68,875.69
Dental Benefit (ER)	23.53	611.78	Medicare - Taxable Wages	2,525.53	68,875.69
Medical/Rx Benefit (ER)	360.06	9,361.56	Federal Withholding - Taxable Wages	2,129.73	58,365.03
Vision Insurance - ER	1.53	39.78	State Tax Taxable Wages - CA	2,129.73	58,365.03
Employer Paid Benefits	484.07	12,643.61			

	Federal	State	Time Off Balances			
Marital Status			Description	Accrued	Reduced	Available
Allowances			ROG US Floating Holiday	0	0	0
Additional Withholding			ROG US Protected Sick Leave	0	0	0
			ROG US Vacation DIA	0	16	66.8856

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
chase	[REDACTED]	[REDACTED]		1,572.81 USD

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WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

March 20, 2026
CA3881

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Roche Sequencing Solutions, Inc.
Certified Mail #9589071052702615254714
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 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 Francisco Hernandez, an individual, Julio Benites, an individual, and Manuel Puebla (“Plaintiffs”) and all other Aggrieved Employees of Roche Molecular Systems, Inc. and/or Roche Sequencing Solutions, Inc. (“Defendants”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Roche Molecular Systems, Inc. and/or Roche Sequencing Solutions, Inc. in California, including any employees staffed with Roche Molecular Systems, Inc. and/or Roche Sequencing Solutions, Inc. by a third party, and classified as non-exempt employees during the time period of March 20, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiffs and other Aggrieved Employees in a lawsuit against Defendants. Plaintiff Hernandez has been employed by Defendants in California since July 30, 2018. Plaintiff Benites has been employed by Defendants in California since February of 2017. Plaintiff Puebla has been employed by Defendants in California since April 30, 2018. Plaintiffs are at all times classified by Defendants as non-exempt employees, 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 fail to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiffs are all laboratory cleaning technicians employed by Defendants working at 5945 Optical Ct. San Jose, California 95138. Plaintiffs perform their job duties consisting of disposing various forms of trash - regular and bio-hazardous and forms of liquid and solid waste. Plaintiffs also maintain the building's fire extinguishers, showers, and eye washes by ensuring each lab is fully decontaminated. They support various labs by bringing in pipets, cleaning supplies, and bench papers and other supplies requested from the warehouse. Expiration dates of several liquids are also monitored by Plaintiffs. Due to the time consuming nature of Plaintiffs' job tasks, Plaintiffs are subjected to numerous violations during his employment with Defendants.

First, Plaintiff Puebla has been periodically unable to take rest breaks and has taken some of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7 & 512. On top of the laboratories Plaintiff Puebla had to clean, from time to time he also helped clean the labs of another co-worker who needed Plaintiff's help. There are also some instances where Plaintiff took a meal break late because he had to check each fire extinguisher in the building to see if they were used or not and because cleaning laboratories would take longer than expected. Due to those circumstances, Plaintiff Puebla took his meal break late from time to time during the PAGA Period. Even though Defendants knew of Plaintiff's Puebla's inability to take the legally required meal and rest breaks, Defendants choose not to pay the proper penalties to Plaintiff Puebla Attached as **Exhibit #1** is the true and correct copy of Plaintiff Puebla's wage statement for the pay period from December 1, 2025 to December 14, 2025 showing no meal break premiums paid by Defendants for the year to date of 2025.

Additionally, Plaintiffs allege that Defendants fail to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiffs and the Aggrieved Employees are 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 do not.

Further, Defendants fail to include all non-discretionary incentive wages into Plaintiffs' regular rate for purposes of calculating Plaintiffs' correct overtime, meal and rest break premium pay, and sick pay during certain pay periods. Plaintiffs' pay stubs reveal that Defendants paid Plaintiffs non-discretionary incentive wages, including but not limited to, "Applause Award" "Rally Giftcard/Incentive GU" "Lifestyle Spending Account" and "Roche Annual Bonus" during the PAGA Period and during pay periods where Plaintiffs also worked overtime and/or was paid sick pay/PTO wages. However, Defendants fail to calculate these wages into Plaintiffs' regular rate and as a result, Defendants underpay Plaintiffs their wages during those pay periods. Plaintiffs are

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Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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Manuel Puebla Meza [REDACTED]

1-800-816-8221

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			ROG US Vacation DIA	0	16	66.8856

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
chase	[REDACTED]	[REDACTED]		1,572.81 USD