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ENDORSED FILED  
SAN MATEO COUNTY

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Clerk of the Superior Court  
By A. Degliantoni  
DEPUTY CLERK

7 Attorneys for Plaintiffs and the Class  
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10 SUPERIOR COURT OF CALIFORNIA

11 SAN MATEO COUNTY

CIV 505266

12 VERONICA GALU AND MARCIA  
SANDOVAL, individually and on behalf of others  
13 similarly situated, and on behalf of the general  
public,

14 Plaintiffs,

15 vs.

16 GENENTECH, INC. AND DOES 1 through 100,  
17 inclusive,

18 Defendants.  
19  
20  
21  
22  
23  
24

CLASS ACTION

Case No.

COMPLAINT FOR INJUNCTIVE RELIEF,  
DAMAGES, PENALTIES, COSTS AND  
ATTORNEYS' FEES, AND PREJUDGMENT  
INTEREST

- (1) FAILURE TO PAY OVERTIME WAGES (I.W.C. ORDER NO. 4-2001, AND CAL. LAB. CODE §§ 510, 1194);
- (2) FAILURE TO PROVIDE MEAL PERIODS (I.W.C. ORDER NO. 4-2001, AND LAB. CODE §§ 226.7, 512);
- (3) FAILURE TO PAY EARNED WAGES UPON DISCHARGE (CAL. LAB. CODE §§ 201-203)
- (4) FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS (CAL. LAB. CODE § 226);
- (5) UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES (CAL. BUS. & PROF. CODE §§ 17200, *et seq.*)

25 DEMAND FOR JURY TRIAL

26 BY FAX  
27  
28

1 Plaintiffs Veronica Galu and Marcia Sandoval (“Plaintiffs”), on behalf of themselves and all  
2 other persons similarly situated, and on behalf of the general public, complain and allege as follows:

3 **I. INTRODUCTION**

4 1. Plaintiffs bring class and representative claims on behalf of themselves and all  
5 Foundation Specialists, formerly known as Reimbursement Analysts (hereinafter referred to collectively  
6 as “Foundation Specialists”), employed by Defendant Genentech, Inc. (“Genentech”) in California  
7 (collectively referred to in this complaint as “Class Members”) from the date four years prior to the  
8 filing of this Complaint through the date of trial in this action. This action alleges Genentech’s  
9 violations of various provisions of the California Labor Code, including failure to compensate for all  
10 overtime hours worked, failure to provide adequate meal periods, failure to pay all earned wages at the  
11 conclusion of employment, and failure to furnish timely statements accurately showing the total hours  
12 Class Members worked during each pay period. Plaintiffs and Class Members are misclassified as  
13 exempt from the overtime and meal period requirements of California law but regularly work overtime  
14 in the evenings and on weekends and regularly work during meal breaks. In this action, Class Members  
15 seek lost wages and benefits, restitution, overtime pay, injunctive relief, civil and statutory penalties,  
16 attorneys’ fees and costs, and other relief under California Industrial Welfare Commission (I.W.C.)  
17 Wage Order 4-2001, 8 Cal. Code of Reg. § 11040 (“Wage Order”), California Labor Code (“Labor  
18 Code”) §§ 201-203, 226, 226.7, 510, 512, 1194, and California Business and Professions Code  
19 §§ 17200 *et seq.*

20 2. The “Class Period” is designated as the time from four years prior to the filing of this  
21 Complaint through the trial of this action based upon the allegation that the violations of California’s  
22 wage and hour laws and Unfair Competition Law, as described more fully below, have been ongoing  
23 since at least four years prior to the date of the instant Complaint in this action and are continuing.

24 3. During the Class Period, Genentech has had a consistent policy and/or practice of:  
25 (1) misclassifying Foundation Specialists as exempt from receiving overtime wages under California  
26 law; (2) permitting, encouraging, and/or requiring Foundation Specialists to work in excess of eight (8)  
27 hours per day and/or in excess of forty (40) hours per week without paying them overtime  
28 compensation as required by California state wage and hour laws; (3) failing to provide Foundation

1 Specialists with adequate off-duty meal periods of at least one half hour for every five (5) hours  
2 worked; (4) willfully failing to pay compensation owed (including unpaid overtime and meal period  
3 compensation) in a prompt and timely manner to Plaintiff Sandoval and other Class Members whose  
4 employment with Genentech terminated; (5) knowingly and intentionally failing to furnish timely  
5 itemized statements accurately showing the total hours worked by Plaintiffs and Class Members.

6 4. Genentech has treated all of its Foundation Specialists as exempt from the California  
7 overtime pay requirements and have refused to pay Class Members overtime pay for overtime work,  
8 notwithstanding the fact that all such Foundation Specialists have been non-exempt and entitled to  
9 overtime pay under California's wage and hour laws, including California Labor Code §§ 510 and  
10 1194 and Wage Order No. 4-2001.

11 5. During the Class Period, Genentech has failed to provide Foundation Specialists with an  
12 uninterrupted thirty (30) minute meal break for each five (5) hours a day worked as required by  
13 California Labor Code §§ 226.7 and 512.

14 6. Genentech has willfully failed and refused to timely pay wages to former Foundation  
15 Specialists at the conclusion of their employment, entitling these former Foundation Specialists to  
16 statutory penalties under California Labor Code §§ 201-203.

17 7. During the Class Period, Genentech knowingly and intentionally has not furnished each  
18 of its Foundation Specialists with timely itemized wage statements accurately showing total hours  
19 worked, as required by California Labor Code § 226. Each Foundation Specialist is owed fifty dollars  
20 (\$50) for the initial pay period in which Genentech failed to provide a statement showing total hours  
21 worked and one hundred dollars (\$100) for each subsequent pay period, up to a total of four thousand  
22 dollars (\$4000).

## 23 **II. JURISDICTION**

24 8. This Court has jurisdiction over Plaintiffs' and Class Members' claims for unpaid  
25 overtime wages under Cal. Labor Code § 1194.

26 9. This Court has jurisdiction over Plaintiffs' and Class Members' claims for meal period  
27 pay for Genentech's failure to provide proper meal periods under Cal. Labor Code § 226.7.  
28

1 10. This Court has jurisdiction over Plaintiff Sandoval's and Class Members' claims for  
2 penalties for failure to pay all earned wages at the conclusion of employment under Cal. Labor Code  
3 § 203.

4 11. This Court has jurisdiction over Plaintiffs' and Class Members' claims for failure to  
5 furnish timely and accurate wage statements under Cal. Labor Code Cal. Labor Code § 226.

6 12. This Court has jurisdiction over Plaintiffs' claims for injunctive relief, specific  
7 enforcement of penalties, and restitution of unpaid wages and other ill-gotten benefits arising from  
8 Defendants' unlawful and/or unfair business practices under Business and Professions Code §§ 17203  
9 and 17204.

### 10 III. VENUE

11 13. Venue is proper pursuant to California Code of Civil Procedure § 395(a) because  
12 Defendant Genentech has its corporate headquarters in South San Francisco, California, and maintains  
13 offices in San Mateo County.

### 14 IV. PARTIES

#### 15 Plaintiffs

16 14. Plaintiff Veronica Galu resides in San Bruno, which is located in San Mateo County,  
17 California. She has been employed as a Reimbursement Analyst and later as a Foundation Specialist  
18 by Genentech in San Mateo County since 2005 and continues to be employed by Genentech in that  
19 position. Her job duties did not change when Genentech changed the titles of all Reimbursement  
20 Analysts to Foundation Specialists.

21 15. Plaintiff Marcia Sandoval resides in San Francisco. She was employed as a  
22 Reimbursement Analyst and later a Foundation Specialist by Genentech in San Mateo County from  
23 March 2005 to November 2008. Her job duties did not change when Genentech changed the titles of  
24 all Reimbursement Analysts to Foundation Specialists. She also performed the job duties of a  
25 Foundation Specialist/Reimbursement Analyst as a contract employee for roughly two years before  
26 being hired as a Reimbursement Analyst.  
27  
28

1           **Defendants**

2           16.     Based upon information and belief, Plaintiffs allege that Defendant Genentech, Inc.  
3 (“Genentech”) is a publicly-traded pharmaceutical company licensed to do business in the State of  
4 California, and its headquarters are located in South San Francisco, California. Based upon information  
5 and belief, in March 2009 Genentech became a wholly-owned member of the Roche Group.

6           17.     The true names and capacities, whether individual, corporate, associate, or otherwise of  
7 Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs, who  
8 therefore sue Defendants by fictitious names under Code of Civil Procedure § 474. Plaintiffs are  
9 informed and believe, and based thereon allege, that each of the Defendants designated herein as a  
10 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek  
11 leave of court to amend this Complaint to reflect the true names and capacities of the Defendants  
12 designated hereinafter as DOES when such identities become known.

13           18.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants acted in  
14 all respects pertinent to this action as the agents of the other DOE defendants, carried out a joint  
15 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are  
16 legally attributable to the other Defendants.

17   **V.     FACTUAL BACKGROUND**

18           19.     Genentech operated, and at all times during the Class Period conducted business, as a  
19 biotechnology and pharmaceutical company based in South San Francisco, California.

20           20.     Plaintiffs are informed and believe, and based thereon, alleges that Genentech employs  
21 over 40 Foundation Specialists in California at any one time.

22           21.     Genentech’s Foundation Specialists are essentially customer service workers for  
23 patients without health insurance or with insufficient health insurance, to whom Genentech provides  
24 free Genentech medications. Foundation Specialists’ jobs are to review whether patients meet  
25 Genentech’s requirements for free medications, and to coordinate the paperwork necessary for the  
26 patients to receive the free Genentech medications.

1           22.       Plaintiffs bring this action on behalf of themselves and all others similarly situated, as a  
2 class action pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class of  
3 employees composed of and defined as follows:

4           All persons who were employed by Defendants as Foundation Specialists and/or  
5 Reimbursement Analysts in Defendants' California locations at any time from four  
6 years prior to the date of filing of this action through the date of trial.

7           23.       Plaintiffs are members of the Class they seek to represent.

8           24.       Genentech develops and sells medications to treat patients with serious medical  
9 conditions. Based on information and belief, the Genentech Access to Care Foundation operates  
10 within Genentech, Inc., to provide uninsured or underinsured patients with free medications. The  
11 Access to Care Foundation is not to be confused with the Genentech Foundation, a private charitable  
12 foundation that awards grants to promote health science education in schools.

13           25.       Foundation Specialists carry out the functions of the Genentech Access to Care  
14 Foundation. When patients who need Genentech pharmaceutical products apply to Genentech for free  
15 medication, the applications are processed by Foundation Specialists. Foundation Specialists review  
16 patient applications to determine whether the applicant meets Genentech's medical and financial  
17 eligibility criteria. Foundation Specialists must follow Genentech's guidelines for eligibility and are  
18 not permitted to deviate from the eligibility guidelines. The guidelines address minimum salary levels,  
19 medical need, and other parameters determined by higher-level personnel. Foundation Specialists do  
20 not have discretion to confirm eligibility for a patient who does not meet the eligibility guidelines.  
21 Indeed, whenever it is questionable whether an application meets the eligibility guidelines, Foundation  
22 Specialists must seek advice from their supervisors. Patients receiving free medication must reapply  
23 each year on a rolling basis, so there is always a steady stream of new applications and application  
24 renewals that must be reviewed by Foundation Specialists.

25           26.       In addition to confirming patient eligibility for free medication, Foundation Specialists  
26 have other duties related to the provision of free medications. As described in a Foundation Specialist  
27 job description, they must provide "customer focused phone coverage," must "receive[] and process[]  
28 a high volume of incoming faxes," must "process shipping requests in accordance to [Foundation]  
guidelines," and must "coordinate product delivery with patient or provider." In other words,

1 Foundation Specialists are responsible for coordinating medication shipments to patients and answering  
2 phone calls from patients who have questions about their applications or medication shipments. They  
3 also make and receive calls from doctor's offices and pharmacies regarding prescriptions and with  
4 Federal Express regarding the status of medication shipments to patients. Foundation Specialists work  
5 in a call-center environment, and must log into the phone system whenever they are at their desks and  
6 able to take calls. Foundation Specialists are required to document all of their work by recording  
7 information about individual patients in a database.

8 27. Foundation Specialists are required to complete a certain number of work activities each  
9 day, such as reviewing patient applications and responding to phone calls. These daily activities or  
10 task lists are assigned by supervisors and provided to each Foundation Specialist when she logs onto  
11 the computer system at the start of her shift. The daily task lists are referred to as Key Performance  
12 Indicators, also known as "KPIs." Foundation Specialists are required to complete their daily task lists  
13 each day. If they do not complete the task lists, tasks rollover to the next day. If task lists are not  
14 completed, supervisors ask Foundation Specialists why they did not finish their assigned tasks.  
15 Foundation Specialists are under intense pressure to finish their task lists regardless of how many  
16 hours of work is required to do so.

17 28. Foundation Specialists regularly stay late beyond their 8 hour shifts in order to finish  
18 their daily task lists. In addition, Foundation Specialists regularly must work overtime on weekends in  
19 order to complete tasks that they were not able to finish during the workweek. Genentech supervisors  
20 regularly require Foundation Specialists to work overtime in order to finish tasks and cut down on the  
21 backlog of work that needs to be completed. Supervisors at times give Foundation Specialists the  
22 option of either working an extra hour of overtime each day or working on the weekend. Supervisors  
23 have also scheduled mandatory Saturday shifts for Foundation Specialists during busy periods.  
24 Supervisors make these announcements about overtime verbally and by sending emails to Foundation  
25 Specialists. In addition, supervisors have circulated sign-up sheets for Foundation Specialists to  
26 "volunteer" for overtime and weekend work. Foundation Specialists are never compensated for  
27 overtime work. However, temporary contract employees who have the same job duties as Foundation  
28 Specialists are paid for overtime.

1 29. Genentech does not provide Foundation Specialists with a 30-minute, duty-free meal  
2 break. Foundation Specialists regularly eat lunch at their desks while working because they are under  
3 intense pressure to finish their task lists and to remain logged into the phone system to take incoming  
4 calls. Genentech frequently purchases food and meals for Foundation Specialists so that they can  
5 continue working while they eat. If a Foundation Specialist takes a full, off-duty meal break, she often  
6 must make it up by working an extra half hour at the end of her shift.

7 30. Foundation Specialists are required to log in and out of their computers and phone  
8 systems when they arrive at work and when they leave work. Computer and phone log-in records will  
9 provide evidence of the number of overtime hours worked by Class Members.

10 31. Genentech supplies Foundation Specialists with laptops so that they can complete work  
11 at home at night and on weekends. For example, Foundation Specialists may complete online trainings  
12 and write peer performance reviews at home outside of their regular shifts.

13 32. Foundation Specialists are closely supervised. Supervisors closely monitor the number  
14 of tasks that Foundation Specialists have completed each day, and may at times monitor their  
15 telephone calls with patients and doctor's offices to ensure quality customer service. Supervisors  
16 assign all of the activities on the daily task lists and schedule Foundation Specialists to shifts.  
17 Foundation Specialists do not have discretion to pick and choose their tasks or create new assignments.

18 33. During the Class Period, Defendants failed to fully compensate Plaintiff and Class  
19 Members for overtime hours worked as required by California Labor Code § 512.

20 34. Plaintiffs and Class Members are, and at all relevant times were, covered by Wage  
21 Order No. 4-2001. Throughout the Class Period, section 3 of the Wage Order, along with California  
22 Labor Code § 510, required employers to pay employees one-and-one-half times their normal hourly  
23 rate for hours worked in excess of eight (8) per day and in excess of forty (40) per week, and at twice  
24 the normal hourly rate for hours worked in excess of twelve (12) per day and eight (8) on the seventh  
25 day worked in a work week. However, Defendants have had a policy and/or practice of failing to  
26 compensate Foundation Specialists for all overtime hours worked.

27 35. Plaintiffs and the Class Members should be classified as "non-exempt" employees for  
28 California overtime purposes. Foundation Specialists do not fall within the Administrative Exemption



1 because they help distribute the medications that Genentech exists to produce, do not customarily and  
2 regularly exercise discretion and independent judgment, and do not perform under only general  
3 supervision work along specialized or technical lines. Foundation Specialists do not fall within the  
4 Executive Exemption because they do not supervise other employees or have authority to hire or fire  
5 other employees. Foundation Specialists do not fall within the Professional Exemption because they  
6 are not required to have advanced degrees and are not engaged in a learned or artistic profession. Many  
7 Foundation Specialists do not have college degrees. Foundation Specialists do not fall into any other  
8 exemption because they are not sales employees and do not earn commissions.

9       36. During the Class Period, Genentech has had no policy in place providing Foundation  
10 Specialists with a meal period, and Foundation Specialists, including Plaintiffs, regularly worked in  
11 excess of five (5) hours a day without being provided a meal period of at least one half hour in which  
12 they were relieved of all duties. They also sometimes work at least ten (10) hours a day without  
13 receiving a second meal period of at least one half hour in which they were relieved of all duties.  
14 Foundation Specialists do not fall within any exemption to the meal period requirements of the  
15 California Labor Code and applicable Wage Order.

16       37. During the Class Period, Defendants have failed to furnish Plaintiffs and Class Members  
17 with timely, itemized wage statements accurately showing total hours worked as required by California  
18 Labor Code § 226(a), because Defendants enforce a policy and practice of not paying Plaintiffs and  
19 Class Members overtime pay for all overtime hours worked. Pursuant to California Labor Code  
20 § 226(e), Plaintiffs and Class Members are owed fifty dollars (\$50) for the initial pay period in which  
21 Defendants failed to provide a statement showing total hours worked and one hundred dollars  
22 (\$100.00) for each subsequent pay period, up to a total of four thousand dollars (\$4,000.00).

23       38. During the Class Period, Genentech has failed to pay all compensation due and owing  
24 to Plaintiff Sandoval and all former Foundation Specialists, as required by California Labor Code  
25 §§ 201 and 202.

26       39. During the Class Period, Defendants violated the Unfair Competition Law, California  
27 Business and Professions Code § 17200 et seq., (“UCL”), by the violations of the California wage and  
28 hour laws described above.

1. VI. CLASS ACTION ALLEGATIONS

2 40. This action is maintainable as a class action pursuant to California Code of Civil  
3 Procedure § 382 as to claims for unpaid overtime wages, meal break violations, failure to provide  
4 accurate wage statements, waiting time penalties, and attorneys’ fees and costs under the California  
5 Labor Code and Business and Professions Code. Plaintiffs are representative of other Foundation  
6 Specialists and/or Reimbursement Analysts and are acting on behalf of their interests, as well as the  
7 general public in a private attorney general capacity. The similarly situated employees are known to  
8 Defendants and are readily identifiable and locatable through Defendants’ own employment records.  
9 The Class that Plaintiffs seek to represent is defined as follows:

10 All persons who were employed by Defendants as Foundation Specialists and/or  
11 Reimbursement Analysts in Defendants’ California locations at any time from four  
12 years prior to the date of filing of this action through the date of trial.

13 41. During the Class Period, Class Members worked as Foundation Specialists (formerly  
14 known as Reimbursement Analysts) and were encouraged, suffered, permitted, and/or required to work  
15 in excess of forty (40) hours per week and/or eight (8) hours per day without being paid proper  
16 overtime compensation by Genentech, as required by Wage Order No. 4-2001 and California Labor  
17 Code §§ 510, 1194, and/or in violation of the UCL (Cal. Bus. & Prof. Code §§ 17200-17208); were not  
18 provided meal periods of at least one half hour after every five hours worked in a day in violation of  
19 California Labor Code §§ 226.7, 512, and Wage Order 4-2001 § 11(A), and/or in violation of the  
20 California Business & Professions Code §§ 17200-17208; were not timely paid their total accrued  
21 compensation at time of termination of employment, in violation of California Labor Code §§ 201-203,  
22 and/or in violation of the California Business & Professions Code §§ 17200-17208; and were denied  
23 an itemized statement of total hours worked with each payment of wages, as required by California  
24 Labor Code § 226, and/or in violation of the California Business & Professions Code §§ 17200-17208.  
25 Plaintiffs Galu and Sandoval are members of the class they seek to represent.

25 Numerosity of Class

26 42. The potential members of the class as defined are so numerous that joinder of all Class  
27 Members is impracticable. Although the precise number of such employees is unknown, Plaintiffs  
28 believe that over 40 Foundation Specialists and Reimbursement Analysts employed by Genentech

1 would fall within the putative Class. The exact number is easily ascertained from Defendants' own  
2 employment records, which are presently within the control of Defendants.

3 **Existence and Predominance of Common Questions of Fact and Law**

4 43. There are questions of law and fact common to the class that predominate over any  
5 questions affecting only individual members of the class, including without limitation, whether, as  
6 alleged herein, Genentech has:

7 a. Encouraged, suffered, permitted, and/or required Foundation Specialists to work  
8 in excess of forty (40) hours per week and/or eight (8) hours per day;

9 b. Failed to pay Foundation Specialists overtime wages for time worked in excess  
10 of forty (40) hours per week and/or eight (8) hours per day;

11 c. Employed Foundation Specialists in a position subject to, and not exempt from,  
12 the overtime pay and/or meal period requirements of California law;

13 d. Violated Wage Order No. 4-2001 and California Labor Code §§ 510, 1194 by  
14 failing to pay Foundation Specialists overtime compensation;

15 e. Violated California Labor Code §§ 226.7, 512, and Wage Order 4-2001(A) by  
16 failing to provide Foundation Specialists with off-duty meal periods in which they were relieved of all  
17 duties;

18 f. Knowingly and intentionally failed to provide Foundation Specialists with an  
19 itemized statement showing total hours worked with each payment of wages, as required by California  
20 Labor Code § 226;

21 g. Violated California Labor Code §§ 201-203, by failing to timely pay Foundation  
22 Specialists wages due at the time of termination of employment;

23 h. Violated the UCL (Cal. Bus. & Prof. Code §§ 17200-17208) by failing to pay  
24 overtime compensation as required by California law during Foundation Specialists' employment  
25 and/or when that employment terminated, by failing to provide Foundation Specialists with off-duty  
26 meal periods in which they were relieved of all duties, by failing to provide itemized statements of  
27 total hours worked with each payment of wages, by failing to maintain accurate payroll records  
28

1 showing the actual number of hours worked by Foundation Specialists, and by failing to provide  
2 Foundation Specialists with all wages due upon discharge.

3 **Typicality**

4 44. The claims of the Plaintiffs are typical of the claims of the class they seek to represent.  
5 Plaintiffs and Class Members work or have worked for Genentech as Foundation Specialists and/or  
6 Reimbursement Analysts. Plaintiffs and Class Members have the same rights to be paid for all hours  
7 worked based upon wage and hour laws. Plaintiffs and all Class Members were subjected to the same  
8 violations of their rights under California law by Defendants and have suffered damages, including lost  
9 overtime wages and unpaid premium for meal periods, resulting from Defendants' wrongful conduct.  
10 In addition, Plaintiffs and the Class Members are entitled to injunctive and equitable relief, as permitted  
11 by law, because Defendants' violations of state statutes have harmed the class members and constitute  
12 an unfair business practice, especially when compared to those competitors who comply with wage  
13 and hour laws.

14 **Adequacy of Representation**

15 45. Class Representatives Plaintiff Galu and Plaintiff Sandoval will fairly and adequately  
16 represent and protect the interests of the Class Members. Plaintiffs' interests are not in conflict with  
17 those of the Class Members. Plaintiffs' counsel are competent and experienced in litigating large  
18 employment class actions and other complex litigation matters, including wage and hour cases like this  
19 case.

20 **Superiority of Class Action**

21 46. A class action is superior to other available means for the fair and efficient adjudication  
22 of this controversy. Each Class Member has been damaged and is entitled to recovery by reason of  
23 Genentech's illegal policy and/or practice of permitting, encouraging and/or requiring Foundation  
24 Specialists to work in excess of forty (40) hours per week, and/or eight (8) hours per day, without  
25 paying proper overtime compensation required by California law; failing to provide itemized  
26 statements of total hours worked with each payment of wages; failing to provide Foundation  
27 Specialists with off-duty meal periods in which they were relieved of all duties; failing to maintain  
28 accurate payroll records showing total hours worked; and failing to pay wages due at the time that each

1 former Foundation Specialists' employment with Genentech terminated, making Genentech liable for  
2 penalties in the form of continued compensation for up to thirty (30) days. The damages suffered by  
3 individual class members are small compared to the expense and burden of individual prosecution of  
4 this litigation. Individual plaintiffs may lack the financial resources to vigorously prosecute a lawsuit  
5 against Defendants to recover such damages. In addition, class litigation is superior because it will  
6 obviate the need for unduly duplicative litigation that might result in inconsistent judgments about  
7 Defendant's practices.

8 **FIRST CAUSE OF ACTION**  
9 **DENIAL OF OVERTIME COMPENSATION**  
10 **[Cal. Labor Code §§ 510, 1194; Wage Order No. 4-2001]**

11 47. Plaintiff hereby incorporates Paragraphs 1 through 46 above as though fully set forth  
12 herein.

13 48. At all relevant times, Defendants were required to compensate Plaintiffs and all  
14 similarly situated Foundation Specialists at one and one-half times the regular rate of pay for all hours  
15 worked in excess of eight hours per day and/or forty hours per week.

16 49. During the Class Period, Genentech suffered, permitted, and/or required Plaintiffs and  
17 all similarly situated Foundation Specialists to work in excess of eight hours per day and/or forty hours  
18 per week, but were not paid for such overtime work as required by California law.

19 50. As a result of the unlawful acts of Genentech, Plaintiffs and all similarly situated  
20 Foundation Specialists were deprived of their rightfully earned overtime compensation in amounts to  
21 be determined at trial.

22 51. Defendants' conduct violated California Labor Code §§ 510 and 1194. Therefore,  
23 pursuant to California Labor Code § 1194, Plaintiff is entitled to recover damages for the nonpayment  
24 of overtime wages for all hours worked in excess of eight (8) hours per day or forty (40) hours per  
25 week, interest on that amount pursuant to California Labor Code § 218.6, plus reasonable attorneys'  
26 fees and costs of suit.

27 WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.  
28

**SECOND CAUSE OF ACTION**  
**UNLAWFUL FAILURE TO PROVIDE ADEQUATE MEAL PERIODS**  
**[Cal. Labor Code §§ 226.7, 512; Wage Order No. 4-2001, §§ 11(A), (B)]**

52. Plaintiff hereby incorporates Paragraphs 1 through 46 above as though fully set forth herein.

53. During the Class Period, Defendants had no policy that provided Foundation Specialists with a thirty (30) minute uninterrupted meal break and Plaintiffs and Class Members regularly worked in excess of five (5) and at times ten (10) hours a day without being provided at least a half-hour meal period in which they were relieved of all duties, as required by Labor Code §§ 226.7 and 512.

54. Because Defendants failed to provide proper meal periods, they are liable to the Plaintiffs and Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Labor Code § 226.7, as well as interest on that amount pursuant to California Labor Code § 218.6, plus reasonable attorneys' fees and costs of suit.

WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

**THIRD CAUSE OF ACTION**  
**FAILURE TO PAY EARNED WAGES UPON TERMINATION OF EMPLOYMENT**  
**[Cal. Labor Code §§ 201, 202, 203]**

55. Plaintiff hereby incorporates Paragraphs 1 through 46 above as though fully set forth herein.

56. California Labor Code §§ 201 and 202 require Genentech to pay all compensation due and owing to all former Foundation Specialists immediately upon discharge or within seventy-two (72) hours of their termination of employment. California Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under §§ 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

57. Genentech willfully failed to pay Plaintiff Sandoval and former employee Class Members compensation due upon termination of employment as required by California Labor Code §§ 201 and 202. As a result, Genentech is liable to Plaintiff Sandoval and former employee Class

1 Members for waiting time penalties provided under Labor Code § 203, plus reasonable attorneys' fees  
2 and costs of suit.

3 WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

4 **FOURTH CAUSE OF ACTION**  
5 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**  
6 **[Cal. Labor Code § 226]**

7 58. Plaintiff hereby incorporates Paragraphs 1 through 46 above as though fully set forth  
8 herein.

9 59. California Labor Code § 226(a) requires employers semi-monthly or at the time of each  
10 payment of wages to furnish each employee with a statement itemizing, *inter alia*, the total hours  
11 worked by the employee. California Labor Code § 226(e) provides that if an employer knowingly and  
12 intentionally fails to provide a statement itemizing, *inter alia*, the total hours worked by the employee,  
13 then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the  
14 initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand  
15 dollars (\$4,000).

16 60. Genentech knowingly and intentionally failed to furnish Plaintiffs and Class Members  
17 with timely itemized statements showing the total hours worked by each of them, as required by  
18 California Labor Code § 226(a), and Plaintiffs and Class Members have suffered injury as a result.  
19 Accordingly, Defendants are liable to Plaintiffs and Class Members for the amounts provided by  
20 California Labor Code § 226(e), as well as their attorney's fees and costs.

21 WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

22 **FIFTH CAUSE OF ACTION**  
23 **UNFAIR COMPETITION LAW**  
24 **[Cal. Bus. & Prof. Code §§ 17200-17208]**

25 61. Plaintiff hereby incorporates Paragraphs 1 through 60 above as though fully set forth  
26 herein.

27 62. California Business and Professions Code § 17200, *et seq.*, prohibits businesses from  
28 engaging in unlawful, unfair or fraudulent business practices. Genentech's failure to pay legally  
required overtime wages, to provide off-duty meal periods, to provide itemized statements of hours

1 worked with payments of wages to Plaintiffs and all similarly situated Foundation Specialists, to  
2 maintain accurate records of hours worked by Foundation Specialists, and to pay all wages due upon  
3 termination of employment constitute unlawful acts prohibited by the UCL (Cal. Bus. & Prof. Code  
4 §§ 17200-17208).

5 63. Plaintiffs and Class Members have suffered injury in fact and lost money or property  
6 pursuant to California Business and Professions Code § 17204 as a result of these unlawful and/or  
7 unfair business acts and practices.

8 64. Plaintiffs and Class Members are entitled to an injunction, pursuant to California  
9 Business and Professions Code § 17203, ordering Genentech to cease and desist its unlawful practices.

10 65. As a result of these unlawful acts, Genentech has reaped unfair benefits and illegal  
11 profits, at the expense of Plaintiffs and all similarly situated Foundation Specialists. Plaintiffs and  
12 Class Members are therefore entitled to an order of restitution requiring Defendants to restore to  
13 Plaintiffs and all other adversely affected employees the money which Defendants have acquired by  
14 means of their unfair business practices, including unpaid overtime, missed meal period wages, and  
15 interest, all unlawfully withheld from Plaintiffs and other Class Members who were employed at any  
16 time from four years prior to the filing of this Complaint through the trial of this action. All such  
17 remedies are cumulative of relief available under other laws, pursuant to California Business &  
18 Professions Code § 17205.

19 WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

20 **VII. PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff seeks the following relief:

- 22 1. Certification of Plaintiffs' claims as a class action, pursuant to Cal. Code of Civ. Pro.  
23 Section 382, on behalf of the proposed class;
- 24 2. Class notice to all Foundation Specialists and/or Reimbursement Analysts in California  
25 who worked for Genentech from four years prior to the filing of this Complaint through the trial of this  
26 action pursuant to the statute of limitations on the UCL claims, California Business & Professions  
27 Code § 17208;



1 3. A declaratory judgment that Genentech has violated the overtime provisions of  
2 California Labor Code § 510 and Wage Order No. 4-2001 as to Plaintiffs and the Class Members;

3 4. A declaratory judgment that Genentech has knowingly and intentionally violated  
4 California Labor Code § 226 by failing to provide Plaintiffs and the Class Members with accurate  
5 itemized statements of total hours worked with each payment of wages;

6 5. A declaratory judgment that as to Plaintiffs and the Class Members, Genentech has  
7 violated California Labor Code §§ 226.7 and 512 by failing to provide them a meal period of at least  
8 one half hour in which they were relieved of all duties after they had worked in excess of five (5) and  
9 ten (10) hours a day;

10 6. A declaratory judgment that as to Plaintiff Sandoval and the former employee Class  
11 Members, Genentech has violated California Labor Code §§ 201-203 for willful failure to pay  
12 compensation at the time of termination of employment, resulting in unpaid waiting time penalties;

13 7. A declaratory judgment that Genentech has violated the UCL (Cal. Bus. & Prof. Code  
14 §§ 17200-17208) by failing to pay legally required overtime wages, to provide meal periods, to  
15 provide itemized statements of hours worked with payments of wages to Plaintiffs and all similarly  
16 situated Foundation Specialists, and to pay all wages due upon discharge, as required by California  
17 law;

18 8. An award to Plaintiffs and the Class Members of damages in the amount of unpaid  
19 overtime compensation, interest, and penalties subject to proof at trial;

20 9. An award to Plaintiffs and the Class Members of one (1) hour of additional pay at the  
21 regular rate of compensation for each workday that the proper meal periods were not provided,  
22 pursuant to California Labor Code § 226.7 and Wage Order Nos. 4-2001, § 11(B) and interest thereon;

23 10. An award of damages to Plaintiffs and the Class Members for Genentech's failure to  
24 provide accurate itemized wage statements, pursuant to California Labor Code § 226(a);

25 11. An award of payments due to Plaintiff Sandoval and Class Members who have left  
26 Genentech's employ, as waiting time penalties, pursuant to California Labor Code § 203;

27 12. An order requiring Genentech to pay restitution of all amounts owed to Class  
28 Representative Plaintiffs and the Class Members for Genentech's failures to pay legally required

1 overtime wages and interest thereon, to provide meal periods and interest thereon, to provide itemized  
2 statements of hours worked with payments of wages to Plaintiffs and all similarly situated Foundation  
3 Specialists, to maintain accurate payroll records showing the actual number of hours worked by  
4 Foundation Specialists, and to pay all wages due upon discharge, in an amount according to proof,  
5 pursuant to California Business & Professions Code § 17203.

6 13. An award to Class Representative Plaintiffs and the Class Members of reasonable  
7 attorneys' fees and costs, pursuant to California Civil Procedure Code § 1021.5, California Labor Code  
8 §§ 226, 226.7, 1194, and/or other applicable law; and,

9 14. An award of such other and further relief as this Court may deem appropriate.

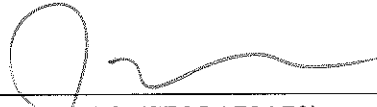
10 **DEMAND FOR JURY TRIAL**

11 Plaintiffs hereby demand trial by jury to the extent authorized by law.

12 Dated: April 29, 2011

Respectfully submitted,

13 GOLDSTEIN, DEMCHAK, BALLER, BORGAN &  
14 DARDARIAN

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