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11 and JAVIER LOPEZ, individually, and on behalf of all

12 others similarly situated and aggrieved

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 ANTHONY HUERTA ALLEN; JAVIER
16 LOPEZ, as individuals, on behalf of
17 themselves and all others similarly situated
18 and aggrieved,

19 Plaintiffs,

20 vs.

21 LIFESTREAM BLOOD BANK, a California
22 Nonprofit Corporation; and DOES 1 through
23 25, inclusive,

24 Defendants.

Case No.: **25STCV20846**

**CLASS ACTION & PAGA REPRESENTATIVE
ACTION COMPLAINT**

- (1) FAILURE TO PROVIDE MEAL PERIODS;**
- (2) FAILURE TO PROVIDE REST BREAKS;**
- (3) FAILURE TO PAY MINIMUM WAGES;**
- (4) FAILURE TO PAY OVERTIME WAGES;**
- (5) FAILURE TO FURNISH TIMELY AND
ACCURATE WAGE STATEMENTS;**
- (6) FAILURE TO PAY ALL WAGES UPON
SEPARATION;**
- (7) FAILURE TO REIMBURSE ALL
NECESSARY, BUSINESS-RELATED
EXPENSES;**
- (8) FAILURE TO KEEP AND MAINTAIN
REQUIRED RECORDS;**
- (9) VIOLATION OF CALIFORNIA'S UNFAIR
COMPETITION LAW ("UCL"), CAL. BUS.
& PROF. CODE § 17200, *ET SEQ.*; AND**
- (10) CIVIL PENALTIES FOR VIOLATIONS
OF LABOR CODE, PURSUANT TO
CALIFORNIA'S PRIVATE ATTORNEYS
GENERAL ACT ("PAGA"), §§ 2698, *ET
SEQ.***

DEMAND FOR JURY TRIAL

1 **CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT**

2 Plaintiffs ANTHONY HUERTA ALLEN (“ALLEN”) and JAVIER LOPEZ (“LOPEZ”),
3 collectively “Plaintiffs,” on behalf of themselves and all others similarly situated and aggrieved, by and
4 through their attorneys, Abramson Labor Group, hereby file this Class Action and Private Attorneys
5 General Act of 2004 (“PAGA”) Representative Action Complaint against Defendants LIFESTREAM
6 BLOOD BANK, a California Nonprofit Corporation; and DOES 1 through 25 inclusive, (collectively,
7 “Defendants”), and state as follows:

8 **I. INTRODUCTION**

9 1. Plaintiffs ALLEN and LOPEZ bring this class and representative action on behalf of
10 themselves, on behalf of a class defined as all current and former hourly non-exempt employees of
11 LIFESTREAM BLOOD BANK in California at any time during the Class Period beginning four years
12 prior to the filing of this Complaint through the present (“Class Period”), and on behalf of all Aggrieved
13 Persons who worked for Defendants as hourly, non-exempt employees in California at any time during
14 the period beginning one year prior to the PAGA letter (defined below) through the present (“PAGA
15 Period”).

16 2. This is also an enforcement action under the Labor Code Private Attorneys General Act
17 of 2004, California Labor Code section 2698 *et seq.* (“PAGA”) to recover civil penalties and any other
18 available relief on behalf of Plaintiffs, the State of California, and other current and former employees
19 who work or worked for Defendants in California as non-exempt, hourly employees and who received at
20 least one wage statement during their employment, and against whom one or more violations of any
21 provision in Division 2, Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days
22 of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set
23 forth in this complaint (“Aggrieved Employees”), at any time between one year and 65 days prior to the
24 filing of this complaint (i.e., April 22, 2024) until judgment (the “PAGA Period”). Plaintiffs’ share of
25 civil penalties sought in this action does not exceed \$75,000.

26 3. Defendant LIFESTREAM BLOOD BANK is operating as a blood bank with several fixed
27 California locations and pop-up blood drives that that collect blood products and then provide those blood
28 products and services to over 80 Southern California hospitals and medical facilities in six California

1 counties. Each location is doing business as “LIFESTREAM BLOOD BANK.”

2 4. Defendants’ policy and practice is to deny earned wages, including premium and overtime
3 pay, to their nonexempt employees in California. Defendants do not provide their employees with legally
4 compliant meal periods and rest breaks nor premium pay in lieu thereof. Additionally, Defendants
5 require their employees to be present and to perform work uncompensated in excess of eight hours per
6 day and/or 40 hours per work week by mandating that these employees perform various forms of
7 compensable work off-the-clock including, but not limited to, (1) during their shifts, Plaintiffs and Class
8 Members had to drive from one LIFESTREAM blood bank to another while clocked out; (2) Plaintiffs
9 and Class Members worked during their meal periods—while clocked out—to compensate for
10 LIFESTREAM’S understaffed blood bank locations, which required monitoring donors; and (3)
11 Plaintiffs and Class Members had to clock out by their scheduled stop times but also had to continue
12 working when LIFESTREAM was understaffed to ensure that donors were monitored and a certain
13 number of employees were working, so before leaving, Plaintiffs and Class Members would have to wait
14 until another employee arrived to or returned to work. Likewise, Defendants do not provide minimum
15 wages and overtime pay for this off-the-clock time. These off-the-clock waiting periods exist for the sole
16 benefit of Defendants and occurred frequently and regularly at Defendants’ locations throughout
17 California. This illegal practice has been in effect by Defendants since at least the start of the Class
18 Period.

19 5. Moreover, Defendants fail to timely compensate employees for all wages earned upon
20 separation and fail to properly and accurately calculate minimum wages and overtime wages and report
21 wages earned, hours worked, and wage rates. For these reasons, Plaintiffs bring this action on behalf of
22 themselves and other hourly, nonexempt employees of Defendants to recover unpaid wages, overtime
23 compensation, penalties, interest, injunctive relief, damages, and reasonable attorneys’ fees and costs.

24 6. Defendants’ deliberate failure to pay their hourly, nonexempt employees their earned
25 wages and overtime compensation violates the California Labor Code and California’s Unfair
26 Competition Law, codified under California’s Business & Professions Code.

27 7. Defendants fail to reimburse Plaintiffs and Class Members for a variety of unreimbursed
28 business expenses including, but not limited to, (1) all costs incurred for mileage expenses for travel from

one blood bank location of LIFESTREAM'S to another and (2) the expenses associated with the use of their personal cell phones, which were required to remain in contact with supervisors and coworkers during their shifts and to answer calls from donors.

8. Plaintiffs bring a class action under the California Code of Civil Procedure section 382 against all Defendants on behalf of all hourly, nonexempt employees of Defendants in California for failing to provide compliant meal periods and rest breaks or premium pay in lieu thereof; for unpaid minimum wages including for work performed off the clock; unpaid overtime wages; failing to pay all wages owed upon separation; failing to provide timely, accurate wage statements; failing to reimburse all necessary, business-related expenses; failing to keep and maintain required records; and other related penalties and damages under the California Labor Code and California Business & Professions Code.

II. JURISDICTION AND VENUE

9. This Court has jurisdiction over this matter because Defendants are licensed to do business in California, regularly conduct business in California, and committed and continue to commit the unlawful acts alleged herein in California.

10. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statute under which this action is brought does not specify any other basis for jurisdiction.

11. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a "citizen" for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiffs' share of the civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

12. Venue lies properly with this Court, as it is the place where at least one defendant resides,

1 is incorporated or has its principal place of business, or a substantial amount of the events which gave
2 rise to this suit occurred and/or a cause of action arose. Thus, venue is proper in this Court, because
3 Defendants employ persons in this county and employed at least one plaintiff in this county, and thus a
4 substantial portion of the transactions and occurrences related to this action occurred in this county.

5 13. California Labor Code sections 2698 *et seq.*, the “Labor Code Private Attorneys General
6 Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current
7 or former employers for various civil penalties for violating the California Labor Code.

8 **III. PARTIES**

9 14. Plaintiff ANTHONY HUERTA ALLEN (“ALLEN”) is a resident of Coachella,
10 California. Defendants employed Plaintiff ALLEN as an hourly-paid, non-exempt employee for almost
11 one year from March 20, 2023 through February 29, 2024, in the position of Hospital Services
12 Technician. During his employment, ALLEN worked at Defendants’ San Bernardino, California
13 location, which is located at 1384 West Orange Show Road, San Bernardino, California 92408. Plaintiff
14 ALLEN typically worked five days per week for eight or more hours per day. At the time of Plaintiff
15 ALLEN’S separation, he was earning \$18.00 per hour.

16 15. Plaintiff JAVIER LOPEZ (“LOPEZ”) is a resident of Palm Desert, California.
17 Defendants employed Plaintiff LOPEZ as an hourly-paid, non-exempt employee for approximately 1.5
18 years from May 30, 2023 through November 27, 2024 in the position of Donor Specialist. During his
19 employment, Plaintiff LOPEZ worked at multiple California locations of Defendants including Rancho
20 Mirage, Riverside, Ontario, Hemet, San Bernardino, and Murrieta, however, he was based at 46660
21 Washington Street, Unit 4, La Quinta, California 92253. Plaintiff LOPEZ also worked at blood drives
22 in various locations including 1530 North Vermont Avenue, Los Angeles, California 90027. Plaintiff
23 LOPEZ typically worked five days per week for eight or more hours per day. At the time of Plaintiff
24 LOPEZ’S separation, he was earning \$19.04 per hour.

25 16. Defendant LIFESTREAM BLOOD BANK (“LIFESTREAM”) is, on information and
26 belief, a California Nonprofit Corporation doing business in California, with its principal place of
27 business in San Bernardino, California at 384 West Orange Show Road, San Bernardino, California
28 92408, and at all times hereinafter mentioned, is an employer whose employees are engaged throughout

1 this county, in the State of California. LIFESTREAM is operating as a blood bank with several fixed
2 California locations and pop-up blood drives that that collect blood products and provide blood products
3 and services to over 80 Southern California hospitals and medical facilities in six California counties.
4 Upon information and belief, LIFESTREAM directs its operations from its San Bernardino
5 headquarters. LIFESTREAM directed and supervised Plaintiffs' work.

6 17. Defendants created the policies and procedures described herein and, at all times during
7 the Class Period, participated in, endorsed, implemented, and performed the conduct alleged herein.

8 18. The practices and policies complained of by way of this Complaint are enforced
9 throughout the State of California, including San Bernardino County.

10 19. Plaintiffs are ignorant of the true names, capacities, relationships, and extent of
11 participation in the conduct alleged herein, of the Defendants sued as Does 1-25, inclusive, but are
12 informed and believe that said Defendants are legally responsible for the conduct alleged herein and
13 therefore sue these Defendants by such fictitious names. Plaintiffs will amend this Complaint to allege
14 both the true names and capacities of the Doe Defendants when ascertained. Plaintiffs are informed and
15 believe, and thereon alleges, that at all times mentioned herein, all Defendants, including Doe
16 Defendants, and each of them, were agents, servants, employees, successors in interest, and/or joint
17 venturers of their co-Defendants and were, as such, acting within the course, scope, and authority of said
18 agency, employment, and/or venture, and with the consent of their co-Defendants, and/or said acts were
19 ratified by their co-Defendants, and that each and every Defendant, as aforesaid, when acting as a
20 principal, was negligent in the selection and hiring, training, and supervision of each and every other
21 Defendant as an agent, servant, employee, successor in interest, and/or joint venturer. Plaintiffs are
22 informed and believe that each Defendant acted in all respects pertinent to this action as the agent of the
23 other Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and
24 that the acts of each Defendant are legally attributable to each of the other Defendant.

25 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26 20. At all times relevant herein, Defendants are operating in California and doing business
27 as LIFESTREAM BLOOD BANK. Defendants are operating as a blood bank with several fixed
28 California locations and pop-up blood drives that collect blood products and provide blood products

1 and services to over 80 Southern California hospitals and medical facilities in six California counties.

2 21. Upon information and belief, Defendant LIFESTREAM maintains its corporate
3 operations headquarters, including Human Resources in San Bernardino, California. Upon
4 information and belief, Defendant LIFESTREAM maintains a single, centralized HR department at
5 their operations headquarters in San Bernardino, California, which is responsible for conducting
6 recruiting and hiring of new employees, as well as communicating and implementing Defendant
7 LIFESTREAM’S company-wide policies, including timekeeping policies, to employees throughout
8 California. In particular, Plaintiffs and other Class Members, on information and belief, received the
9 same standardized documents and/or written policies upon hire. Upon information and belief, the use
10 of standardized documents and/or written policies, including new hire documents, indicate that
11 Defendants dictated policies at the corporate-level and implemented them company-wide, regardless
12 of its employees’ assigned locations or positions. On information and belief, all transactions regarding
13 hiring, terminations, promotions, and pay increases, etc., relating to Defendant LIFESTREAM’S
14 California employees were submitted to and processed by Defendant LIFESTREAM’S HR
15 department in San Bernardino, California.

16 22. Upon information and belief, Defendant LIFESTREAM’s corporate records, business
17 records, data, and other information related to Defendants, including, in particular, HR records
18 pertaining to their California employees, are also maintained at its operations headquarters.

19 23. At all relevant times, Defendant LIFESTREAM has been, and continues to be, a
20 “person” as that term is defined under California Business & Professions Code section 17021 and
21 California Labor Code sections 1-29.5.

22 24. At all times relevant herein, Plaintiff LOPEZ was employed by Defendants as an
23 hourly, nonexempt employee in the position of Donor Specialist in California during the Class Period.

24 25. At all times relevant herein, Plaintiff ALLEN was employed by Defendants as an
25 hourly, nonexempt employee in the position of Hospital Services Technician in California during the
26 Class Period.

27 26. At all times relevant herein, Plaintiffs and Class Members were assigned to and
28 required and permitted to work without pay while performing tasks including, but not limited to:

1 attending morning meetings to discuss the day's promotions; greeting and screening donors; providing
2 donors questionnaires; driving from one LIFESTREAM blood bank location to another; drawing
3 blood specimens from donors; performing these same tasks at blood drives off-site; delivering blood
4 specimens to various hospitals and medical facilities; and handling paperwork associated with the
5 blood specimens and also blood specimens returned by hospitals and medical facilities. Plaintiffs and
6 Class Members were not properly compensated for this work.

7 27. Similarly, Plaintiffs and Class Members have been instructed to continue working when
8 it is time for their meal periods, so they clock out without stopping work, or, when they do clock out for
9 their meal periods, Plaintiffs and Class Members are regularly interrupted and required to return to
10 work—without clocking back in—before 30 minutes has elapsed and are told to only clock back in once
11 30 minutes has elapsed. As such, Plaintiffs and Class Members clocked out for their meal periods but
12 either continued working or resumed work before 30 minutes has elapsed, which was necessitated by
13 managers and the circumstances involving quantities of donors. That is, when Plaintiffs and Class
14 Members already clocked out for their meal periods, they were interrupted and returned to work before
15 30 minutes had elapsed for the same reason—to address donor concerns. All of this time worked was
16 off the clock and is all compensable time. Defendants do not compensate Plaintiffs and Class Members
17 for this compensable time worked off the clock.

18 28. At all times relevant herein, Plaintiffs and Class Members were assigned to and required
19 to work for periods lasting in excess of five hours and were not authorized nor permitted to take
20 uninterrupted, full-length 30-minute, off-duty meal periods. On longer shifts, Plaintiffs and Class
21 Members also did not receive second meal periods after 12 hours, which was beyond the period of time
22 covered by their meal period waivers, where executed. Accordingly, Plaintiffs' and Class Members'
23 meal periods were missed or else on-duty for which Defendants failed to compensate Plaintiffs and Class
24 Members with (1) premium pay for meal periods under 30 minutes and (2) the time worked that was on-
25 duty during these meal periods.

26 29. Moreover, Plaintiffs and Class Members regularly worked in excess of 10 hours without
27 a second 30-minute meal period, despite not signing meal period waivers.

28 30. At all times relevant herein, Plaintiffs and Class Members were assigned to and required

1 and permitted to work shifts lasting over four hours and were not authorized nor permitted to take full,
2 net 10-minute rest breaks during each shift or 4-hour work period.

3 31. At all times relevant herein, Defendants failed to authorize and permit Plaintiffs and Class
4 Members to take full, net 10-minute, off-duty rest breaks during the Class Period. At the direction of
5 Defendants and/or Defendants' knowledge and acquiescence, Plaintiffs and Class Members routinely
6 missed their entire 10-minute rest breaks, especially because Plaintiffs and Class Members regularly had
7 to work through all of their rest breaks to ensure that all assigned jobs were completed within the expected
8 timeframes and that the requisite number of staff were available to monitor donors.

9 32. Similarly, when Plaintiffs and Class Members were able to leave for rest breaks, they
10 were frequently interrupted to return to work early because of issues or inadequate staffing concerns
11 related to monitoring donors. That is, Defendants instructed Plaintiffs and Class Members to return early
12 from their rest breaks to handle sudden large volumes of donors or ratios of too many donors-per-staff,
13 which caused the rest breaks they did take to be shorter than 10 minutes. Accordingly, Plaintiffs and
14 Class Members' rest breaks were noncompliant. Consequently, Defendants should have compensated
15 Plaintiffs and Class Members with premium pay for noncompliant rest breaks but failed to do so.

16 33. At all times relevant herein, Plaintiffs and Class Members worked in excess of eight
17 hours per workday or 40 hours per work week. Defendants failed to properly pay for all hours worked
18 in excess of eight hours per day, and when compensated for overtime, failed to pay the correct amount
19 of overtime by underreporting Plaintiffs' and Class Members' total hours worked. Defendants failed to
20 pay current and former hourly, nonexempt employees one and one-half times (1½) their regular rate of
21 pay for hours worked in excess of eight hours per day or 40 hours per workweek. Defendants also failed
22 to pay their employees at a rate no less than twice the regular rate of pay for work in excess of 12 hours
23 in one day or for all hours worked in excess of eight hours on the seventh consecutive day of work in a
24 workweek.

25 34. During the Class Period, Defendants require their hourly, nonexempt employees to
26 perform compensable work while off the clock, including (1) during their shifts, Plaintiffs and Class
27 Members had to drive from one LIFESTREAM blood bank to another while clocked out; (2) during
28 their meal periods—while clocked out—Plaintiffs and Class Members worked to compensate for

1 LIFESTREAM'S understaffed blood bank locations, which required monitoring donors; and (3)
2 Plaintiffs and Class Members had to clock out by their scheduled stop times but also had to continue
3 working when LIFESTREAM was understaffed to ensure that donors were monitored and a certain
4 number of employees were working, so before leaving, Plaintiffs and Class Members would have to
5 wait until another employee arrived to or returned to work. None of this off-the-clock time was recorded
6 or subsequently added and remains unpaid. Accordingly, during the Class Period, Defendants did not
7 provide minimum wages and overtime, where eligible, pay for this time worked off-the-clock that
8 Plaintiffs and the Class endured.

9 35. Defendants regularly failed to pay their hourly, nonexempt employees the correct amount
10 of and rate for overtime wages. Defendants fail to record all hours as overtime by failing to record all
11 hours worked in a workday. This work, done primarily for the employer's benefit, is time that hourly,
12 nonexempt employees should be, but were not compensated for, both straight hours and overtime hours
13 worked in excess of 40 hours in a week, hours worked in excess of eight hours in a day, and for the first
14 eight hours worked on the seventh consecutive day of work in a workweek.

15 36. Supervisors employed by Defendants, including at Plaintiffs' locations, had knowledge
16 of and required Plaintiffs and Class Members to perform compensable work prior to and after their shifts
17 and during meal periods and rest breaks. Supervisors throughout California were aware that Plaintiffs
18 and others similarly situated were performing work during these times without proper wages or, where
19 eligible, overtime compensation.

20 37. In light of Defendants' failure to record employees' off-the-clock time that employees
21 worked and Defendants' failure to acknowledge the noncompliant meal periods and rest breaks,
22 Defendants failed to properly calculate the hourly, nonexempt employees' hours and therefore,
23 employees' premium pay, minimum wages, and overtime wages due each pay period and upon
24 separation. Accordingly, Defendants failed to provide accurate wage statements to their hourly,
25 nonexempt employees identifying all hours worked and all rates in effect during the pay period.

26 38. At all times relevant herein, the same unlawful practices and procedures described above
27 affect hourly, nonexempt workers of Defendants employed in California.
28

1 39. At all times relevant herein, Defendants failed to pay Plaintiffs and Class Members for
2 all hours worked. Thus, Defendants did not pay Plaintiffs and Class Members minimum wages in
3 accordance with law and, because Class Members were not compensated for time worked before and
4 after their shifts and during meal periods, all while clocked out, and for shifts worked over eight hours
5 in duration, Defendants also did not pay nonexempt employees all overtime wages in accordance with
6 law.

7 40. At all times relevant herein, Defendants failed to reimburse Plaintiffs and Class Members
8 for (1) all costs incurred for mileage expenses for travel from one blood bank location of
9 LIFESTREAM'S to another and (2) the expenses associated with the use of their personal cell phones,
10 which were required to remain in contact with supervisors and coworkers during their shifts and to
11 answer calls from donors.

12 41. Defendants' conduct, as alleged herein, has caused Plaintiffs and Class Members
13 damages including, but not limited to, loss of wages and compensation. Defendants are liable to
14 Plaintiffs and the Class for failing to pay minimum wages, failing to pay overtime wages, failing to pay
15 all wages owed every pay period, failing to provide timely and accurate wage statements, failing to pay
16 all wages owed upon separation, failing to keep and maintain accurate records, failing to reimburse all
17 necessary, business-related expenses, and unfair competition.

18 42. Plaintiff LOPEZ has complied with the procedures for bringing suit specified in
19 California Labor Code section 2699.3. By letter dated April 22, 2025, Plaintiffs gave written notice by
20 certified mail to the Labor and Workforce Development Agency ("LWDA"), and Defendants, of the
21 specific provisions of the Labor Code alleged to have been violated, including the facts and theories to
22 support the alleged violations.

23 **V. CLASS ACTION AND REPRESENTATIVE ACTION ALLEGATIONS**

24 43. Plaintiffs are members of and seek to be the representatives for a Class of similarly
25 situated employees who all have been exposed to, have suffered, and/or were permitted to work under
26 Defendants' unlawful employment practices as alleged herein.

27 44. Plaintiffs bring their first through ninth causes of action on behalf of themselves and on
28

1 behalf of the following Class¹ of persons:

2 All current and former hourly non-exempt employees of LIFESTREAM
3 BLOOD BANK in California at any time during the Class Period through
4 the present.

5 45. This action is appropriately suited for a class action pursuant to Code of Civil Procedure
6 section 382 because there exists an ascertainable and sufficiently numerous Class, a well-defined
7 community of interest, and substantial benefits from certification that render proceeding as a class
8 superior to the alternatives.

9 46. Numerosity and Ascertainability. The size of the Class makes a class action both
10 necessary and efficient. On information and belief, the proposed Class includes hundreds of current and
11 former employees at Defendants' locations in California. Members of the Class are ascertainable through
12 Defendants' records but are so numerous that joinder of all individual Class Members would be
13 impractical.

14 47. Predominant Common Questions of Law and Fact. Pursuant to section 382, common
15 questions of law and fact exist as to all Class Members. These questions predominate over any
16 individualized issues. These common questions include but are not limited to:

- 17 a. Whether Defendants' policies and practices described in this Complaint were and are illegal;
- 18 b. Whether Plaintiffs and each member of the Class were not paid minimum wage for each hour
19 worked or part thereof during which they were required to perform acts at the direction and
20 for the benefit of Defendants;
- 21 c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiffs and the
22 members of the Class who worked as hourly, nonexempt employees in California for the total
23 hours worked during the Class Period;
- 24 d. Whether Defendants have engaged in a common course of requiring or permitting their
25 hourly, nonexempt employees to not report all hours worked during the Class Period;

26
27
28 ¹ Plaintiffs reserve the right under California Rules of Court, Rule 3.765, to amend or modify the Class description
with greater particularity or further division into subclasses or limitation to particular issues.

- 1 e. Whether Defendants have engaged in a common course of failing to maintain true and
2 accurate time records for all hours worked by their nonexempt employees;
- 3 f. Whether Defendants violated Labor Code section 226.7 and/or section 512 and engaged in a
4 pattern or practice of failing to provide timely, off-duty, 30-minute meal periods to Plaintiffs
5 and members of the Class who worked as hourly, nonexempt employees in California during
6 the Class Period;
- 7 g. Whether Defendants engaged in a pattern or practice of impeding Plaintiffs and the members
8 of the Class who worked as hourly, nonexempt employees in California during the Class
9 Period from taking full-length off-duty, 30-minute meal periods by imposing unmanageable
10 amounts of work to complete, including monitoring large volumes of donors, during their
11 shifts;
- 12 h. Whether Defendants engaged in a pattern or practice of impeding Plaintiffs and the members
13 of the Class who worked as hourly, nonexempt employees in California during the Class
14 Period from taking full-length, off-duty, 30-minute meal periods for their second meal periods
15 for shifts worked in excess of 10 hours but not more than 12 hours, where these second meal
16 periods were not waived by mutual consent;
- 17 i. Whether Defendants engaged in a pattern or practice of failing to properly compensate
18 Plaintiffs and Class Members who worked as hourly, nonexempt employees in California
19 during the Class Period for missed, untimely, or on-duty meal periods as required by
20 California law;
- 21 j. Whether Defendants violated section 11 of the applicable California Industrial Welfare
22 Commission's ("IWC") Wage Order(s) by failing to provide Plaintiffs and the members of
23 the Class who worked as hourly, nonexempt employees in California during the Class Period
24 with timely, off-duty, uninterrupted 30-minute meal periods;
- 25 k. Whether Defendants engaged in an unfair practice and violated California Business and
26 Professions Code, section 17200, *et seq.* by failing to provide Plaintiffs and the members of
27 the Class who worked as hourly, nonexempt employees in California during the Class Period
28 with their statutory, off-duty, meal periods;

- 1 l. Whether Defendants maintained accurate time records of 30-minute meal periods taken by
2 Plaintiffs and members of the Class during the Class Period in accordance with section 7 of
3 the applicable IWC Wage Order(s);
- 4 m. Whether Defendants engaged in a pattern or practice of failing to properly compensate
5 Plaintiffs and Class Members who worked as hourly, nonexempt employees in California
6 during the Class Period for failing to provide full-length 10-minute rest breaks as
7 contemplated by California law for work periods in excess of four hours;
- 8 n. Whether Defendants failed to compensate, and therefore violated section 12 of the applicable
9 IWC Wage Order(s) and Labor Code section 226.7 by failing to provide 10-minute, off-duty,
10 uninterrupted rest breaks as contemplated by California law for work periods in excess of four
11 hours;
- 12 o. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
13 overtime pay to Plaintiffs and the Class for hours worked in excess of eight hours in a day;
- 14 p. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
15 double time for hours worked in excess of 12 hours in a day;
- 16 q. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
17 IWC Wage Order(s) by failing to pay overtime pay to Plaintiffs and the Class for hours
18 worked in excess of eight hours in a day;
- 19 r. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
20 IWC Wage Order(s) by failing to pay overtime pay to Plaintiffs and the Class for the first
21 eight hours worked in a day on the seventh consecutive day in a workweek and double time
22 for all hours worked in excess of eight hours on such days;
- 23 s. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 due to failure
24 to compensate Plaintiffs and the Class for those acts Defendants required Plaintiffs and
25 members of the Class to perform for the benefit of Defendants;
- 26 t. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage
27 statements to Plaintiffs and members of the Class that failed to include payments for missed,
28 untimely, and/or on-duty meal periods among wages earned throughout the Class Period;

- u. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements to Plaintiffs and members of the Class that failed to accurately state the total hours worked and therefore, the total gross and net wages owed, to the detriment of Plaintiffs and the Class;
- v. Whether Defendants violated California Labor Code section 2802 by failing to reimburse Plaintiffs and Class Members for all necessary business-related expenses they incurred;
- w. Whether Defendants have engaged in a common course of failing to pay nonexempt employees all wages due upon termination;
- x. Whether Defendants have engaged in unfair competition by the above-listed conduct; and
- y. The nature and extent of class-wide injury and the measure of damages for the injury.

48. Typicality. Plaintiffs' claims are typical of the members of the Class. Plaintiffs, like other members of the Class working for Defendants in California, were subjected to Defendants' policies and practices of refusing to provide compliant meal periods and rest breaks, failing to properly and fully pay all minimum and overtime wages, failing to keep and maintain accurate required records, and failing to reimburse all necessary, business-related expenses in violation of California wage and hour laws. Plaintiffs' job duties were and are typical of those of other class members who worked for Defendants in California.

49. Adequacy of Representation. Plaintiffs will fairly and adequately represent the interests of the Class because their individual interests are consistent with and not antagonistic to the interests of the Class, and because Plaintiffs have selected counsel who has the requisite resources and ability to prosecute this case as a class action and are experienced labor and employment attorneys who have successfully litigated other cases involving similar issues.

50. Superiority of Class Mechanism. The class action mechanism is superior to any alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a class action would permit the large number of injured parties to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and judicial resources. A class action is the only practical way to avoid the potentially inconsistent results that numerous individual trials are likely to generate. Moreover, class treatment is the only realistic means by which Plaintiffs can effectively litigate against a large, well-represented corporate defendant like

Defendants. In the absence of a class action, Defendants would be unjustly enriched because they would be able to retain the benefits and fruits of the many wrongful violations of the California state laws. Numerous repetitive individual actions would also place an enormous burden on the courts as they are forced to take duplicative evidence and decide the same issues relating to Defendants' conduct over and over again.

VI. FIRST CAUSE OF ACTION

Failure to Provide Meal Periods

in Violation of Cal. Labor Code §§ 512 and 226.7; IWC Wage Order No. 4-2001, § 11 (Brought by Plaintiffs on Behalf of Themselves and the Class Against All Defendants)

51. Plaintiffs hereby re-allege and incorporate by reference all paragraphs of this Complaint as if fully set forth herein.

52. California Labor Code section 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

53. IWC Wage Order No. 4-2001 (11)(A) provides, in pertinent part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

54. Section 512(k) of the California Labor Code provides, in pertinent part, that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

55. Defendants also did not schedule second meal periods and had no policy for permitting and authorizing Plaintiffs and other employees to take second 30-minute meal periods on days they

1 worked in excess of 10 hours in one day. For example, during their employment, Plaintiffs worked over
2 12 hours in a day but did not receive a second compliant meal period on those days despite the waiver
3 stating that they would receive a second meal period, nor did they consent to waiving them beyond 10
4 hours of work. Because of Defendants' companywide practice of denying hourly, nonexempt employees
5 second 30-minute meal periods, Plaintiffs and other Class Members were not relieved of all duties such
6 that they could take full-length second 30-minute meal periods and instead had to work during a portion
7 of that time allotted for meal periods. Accordingly, Defendants failed to provide all meal periods in
8 violation of California Labor Code sections 226.7 and 512. Defendants knew or should have known that
9 their companywide adoption of the requirement that employees skip their meal period without executing
10 waivers to do so would result in a failure to provide Plaintiffs and other Class Members with full and
11 timely meal periods as required by the applicable IWC Wage Order(s) and Labor Code sections 226.7
12 and 512(a). Furthermore, Plaintiffs and other Class Members did not sign valid meal period waivers on
13 days that they were entitled to meal periods but were not relieved of all duties.

14 56. Moreover, Defendants engaged in a systematic, companywide policy to not pay meal
15 period premiums. Alternatively, to the extent that Defendants did pay Plaintiffs and other Class Members
16 one additional hour of premium pay for missed meal periods, Defendants did not pay Plaintiffs and other
17 Class Members at the correct rate of pay for premium wages because Defendants failed to include all
18 forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the
19 regular rate of pay. As a result, to the extent Defendants paid Plaintiffs and other Class Members
20 premium pay for missed meal periods, it did so at a lower rate than required by law. As a result,
21 Defendants failed to provide Plaintiffs and other Class Members compliant meal periods and failed to
22 pay the full meal period premiums due, in accordance with California Labor Code sections 204, 210,
23 226.7, and 512.

24 57. By their actions in requiring their employees to work during a portion of their meal periods
25 and/or their failure to relieve nonexempt, hourly, nonexempt employees of their duties for their off-duty
26 meal periods, Defendants have violated California Labor Code section 226.7 and section 11 of IWC
27 Wage Order No. 4-2001 and is liable to Plaintiffs and the Class.

28 58. As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been deprived

1 of timely off-duty meal periods and are entitled to recovery under Labor Code section 226.7(b) and
2 section 11 of IWC Wage Order No. 4-2001, in the amount of one additional hour of pay at the employee's
3 regular rate of pay for each work period during each day in which Defendants failed to provide their
4 hourly, nonexempt employees with timely, statutory, off-duty meal periods.

5 **VII. SECOND CAUSE OF ACTION**

6 **Failure to Provide Rest Breaks**

7 **in Violation of Cal. Labor Code §§ 226.7, 512, and 1194; IWC Wage Order No. 4-2001, § 12** 8 **(Brought by Plaintiffs on Behalf of Themselves and the Class Against All Defendants)**

9 59. Plaintiffs hereby re-allege and incorporate by reference all paragraphs of this Complaint
10 as if fully set forth herein.

11 60. California Labor Code section 226.7(a) provides, "No employer shall require any
12 employee to work during any meal or rest period mandated by an applicable order of the Industrial
13 Welfare Commission."

14 61. IWC Wage Order No. 4-2001, section (12)(A) provides, in pertinent part: "Every
15 employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall
16 be in the middle of each work period. The authorized rest period time shall be based on the total hours
17 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
18 However, a rest period need not be authorized for employees whose total daily work times is less than
19 three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which
20 there shall be no deduction from wages."

21 62. IWC Wage Order No. 4-2001, section (12)(B) provides, "If an employer fails to provide
22 an employee with a rest period in accordance with the applicable provisions of this order, the employer
23 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
24 workday that the rest period is not provided."

25 63. As alleged herein, Defendants failed to authorize and permit compliant rest breaks during
26 the Class Period. Plaintiffs and members of the Class were routinely required to work during their entire
27 rest breaks at the direction of Defendants and/or with Defendants' knowledge and acquiescence.

28 64. Furthermore, as with meal periods, Defendants' practice of understaffing and job-

1 assignment and monitoring policies required employees to forgo their 10-minute rest breaks entirely
2 preventing Plaintiffs and Class Members from being relieved of all duty in order to take compliant rest
3 breaks; these practices forced Plaintiffs and other Class Members to remain on duty for their rest breaks.
4 As a result, Plaintiffs and Class Members would work shifts in excess of 3.5 hours without the net 10-
5 minute rest breaks to which they were entitled. More specifically, throughout their employment, during
6 8-hour or longer shifts, Plaintiffs and Class Members regularly worked during the entirety of their 10-
7 minute rest breaks by using that time to continue performing services for Defendants.

8 65. Plaintiffs and Class Members were both unable to take their requisite number of 10-
9 minutes rest breaks based on their shift durations, and in these instances, Plaintiffs and Class Members
10 regularly worked through all of their rest breaks to ensure that all assigned jobs were completed within
11 the expected timeframes and that the requisite number of staff were available to monitor donors.

12 66. Similarly, when Plaintiffs and Class Members were able to leave for rest breaks, they were
13 frequently interrupted to return to work early because of issues or inadequate staffing concerns related to
14 monitoring donors.

15 67. At the same time, Defendants implemented a companywide policy to not pay rest break
16 premiums. Alternatively, to the extent that Defendants did pay Plaintiffs and other Class Members one
17 additional hour of premium pay for missed rest breaks, Defendants did not pay Plaintiffs and other Class
18 Members at the correct rate of pay for premium wages because Defendants failed to include all forms of
19 compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate
20 of pay. As a result, to the extent Defendants paid Plaintiffs and other Class Members premium pay for
21 missed rest breaks, it did so at a lower rate than required by law. As a result, Plaintiffs and other Class
22 Members were denied compliant rest breaks and Defendants failed to pay the full rest break premiums
23 due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s).

24 68. Defendants' unlawful conduct alleged herein occurred in the course of employment of
25 Plaintiffs and all others similarly situated and such conduct has continued through the filing of the initial
26 Complaint.

27 69. As a direct and proximate result of Defendants' unlawful action, Plaintiffs and the Class
28 have been deprived of full-length 10-minute rest breaks and/or were not paid for rest breaks taken during

1 the Class Period and are entitled to recovery under Labor Code section 226.7(b) in the amount of one
2 additional hour of pay at the employee's regular rate of compensation for each work period during each
3 day in which Defendants failed to provide employees with compliant and/or paid rest breaks.

4 **VIII. THIRD CAUSE OF ACTION**

5 **Failure to Pay Minimum Wages**

6 **Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2,**

7 **and 1197; IWC Wage Order No. 4-2001, § 4**

8 **(Brought by Plaintiffs on Behalf of Themselves and the Class Against All Defendants)**

9 70. Plaintiffs hereby re-allege and incorporate by reference all paragraphs of this Complaint
10 as if fully set forth herein.

11 71. Labor Code section 510 provides in relevant part: "[e]ight hours of labor constitutes a
12 day's work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in
13 any one workweek and the first eight hours worked on the seventh day of work in any one workweek
14 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an
15 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than
16 twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
17 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay
18 of an employee."

19 72. Labor Code section 1197 provides: "The minimum wage for employees fixed by the
20 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
21 minimum so fixed is unlawful."

22 73. Labor Code section 1182.12 establishes the right of employees to be paid minimum wages
23 for all hours worked in amounts set by state law.

24 74. Labor Code section 1194, subdivision (a) provides: "Notwithstanding any agreement to
25 work for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime
26 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
27 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
28 attorney's fees, and costs of suit."

1 75. Labor Code section 1194.2 provides in pertinent part: “In any action under Section 1193.6
2 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed
3 by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount
4 equal to the wages unlawfully unpaid and interest thereon.”

5 76. Pursuant to IWC Wage Order No. 4-2001, section (2)(H), at all times material hereto,
6 “hours worked” includes “the time during which an employee is subject to the control of an employer,
7 and includes all the time the employee is suffered or permitted to work, whether or not required to do
8 so.”

9 77. At all times relevant during the liability period, under the provisions of IWC Wage Order
10 No. 4-2001, Plaintiffs and each Class Member should have received not less than the minimum wage in
11 a sum according to proof for the time worked, but not compensated.

12 78. For all hours that Plaintiffs and Class Members worked, they are entitled to not less than
13 the California minimum wage and, pursuant to Labor Code section 1194.2(a) liquidated damages in an
14 amount equal to the unpaid minimum wages and interest thereon.

15 79. Pursuant to Labor Code section 1194, Plaintiffs and Class Members are also entitled to
16 their attorneys’ fees, costs, and interest according to proof.

17 80. At all times relevant during the liability period, Defendants willfully failed and refused,
18 and continue to willfully fail and refuse, to pay Plaintiffs and Class Members the amounts owed.

19 81. As described above, Defendants required Plaintiffs and other Class Members to work off
20 the clock, such as (1) during their shifts, Plaintiffs and Class Members had to drive from one
21 LIFESTREAM blood bank to another while clocked out; (2) Plaintiffs and Class Members worked during
22 their meal periods—while clocked out—to compensate for LIFESTREAM’S understaffed blood bank
23 locations, which required monitoring donors; and (3) Plaintiffs and Class Members had to clock out by
24 their scheduled stop times but also had to continue working when LIFESTREAM was understaffed to
25 ensure that donors were monitored and a certain number of employees were working, so before leaving,
26 Plaintiffs and Class Members would have to wait until another employee arrived to or returned to work.

27 82. Defendants’ policy and practice was that employees perform these tasks off the clock
28 without compensation. Also, Defendants did not pay at least minimum wages for off-the-clock hours

1 that qualified for overtime premium payment. But to the extent that these off-the-clock hours did not
2 qualify for overtime premium pay, Defendants did not pay at least minimum wages for those hours
3 worked off-the-clock.

4 83. Defendants' unlawful conduct alleged herein occurred in the course of employment of
5 Plaintiffs and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants have
6 done so continuously throughout the filing of this complaint.

7 84. As a direct and proximate result of Defendants' violation of Labor Code sections 510 and
8 1197, Plaintiffs and Class Members have suffered irreparable harm and money damages entitling them
9 to damages, injunctive relief or restitution. Plaintiffs, on behalf of themselves and the Class, seek
10 damages and all other relief allowable including all wages due while working as Defendants' hourly,
11 nonexempt employees, attorneys' fees, liquidated damages, prejudgment interest, and as to those
12 employees no longer employed by Defendants, waiting time penalties pursuant to Labor Code sections
13 200, *et seq.*

14 85. Plaintiffs and Class Members are entitled to the unpaid amount of minimum wages, pre-
15 judgment interest, liquidated damages, statutory penalties, attorneys' fees, and costs according to Labor
16 Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure 1021.5.

17 **IX. FOURTH CAUSE OF ACTION**

18 **Failure to Pay Overtime Wages**

19 **in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 4-2001, § 3**

20 **(Brought by Plaintiffs on Behalf of Themselves and the Class Against All Defendants)**

21 86. Plaintiffs hereby re-allege and incorporate by reference all paragraphs of this Complaint
22 as if fully set forth herein.

23 87. Pursuant to section 3 of IWC Wage Order No. 4-2001; California Code of Regulations,
24 Title 8, Chapter 5, section 11040, section 12; and Labor Code sections 200, 204, 226, 500, 510, 512,
25 1194, and 1198, Defendants were required to compensate Plaintiffs and Class Members for all overtime
26 hours worked, which is calculated at one and one-half (1½) times the regular rate of pay for hours worked
27 in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on the seventh
28 consecutive work day, with double time after eight hours on the seventh day of any work week, or after

1 12 hours in any work day.

2 88. Plaintiffs and members of the Class were and are nonexempt employees entitled to the
3 protections of IWC Wage Order No. 4-2001; California Code of Regulations, Title 8, section 11040,
4 section 12; and Labor Code sections 200, 226, 500, 510, 512, 1194, and 1198. In addition, during the
5 Class Period, Plaintiffs and other members of the Class consistently worked five days per week for shifts
6 of eight hours or more. During the course of Plaintiffs' employment, and during the course of the
7 employment of the members of the Class, Defendants failed to compensate Plaintiffs and the Class for
8 overtime hours worked as required under the aforementioned Labor Codes and Regulations.

9 89. Under the aforementioned Wage Orders, statutes, and regulations, Plaintiffs and members
10 of the Class are entitled to one and one-half (1½) times and/or double their regular rate of pay for overtime
11 work performed during the four years preceding the filing of this Complaint, based on appropriate
12 calculations of the "total remuneration" for each workweek.

13 90. In violation of state law, Defendants have knowingly and willfully refused to perform
14 their obligations to compensate Plaintiffs and the Class for all wages earned and all hours worked. As a
15 direct result, Plaintiffs and the Class have suffered, and continue to suffer, substantial losses related to
16 the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
17 seeking to compel Defendants to fully perform their obligations under state law, all to their respective
18 damage in amounts according to proof at time of trial, but in amounts in excess of the minimum
19 jurisdiction of this Court.

20 91. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful
21 and deliberate intention of injuring Plaintiffs and the Class, from improper motives amounting to malice,
22 and in conscious disregard of Plaintiffs' rights and the rights of the Class. Plaintiffs and the Class are
23 thus entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts
24 according to proof a time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

25 92. Defendants' conduct described herein violates IWC Wage Order No. 4-2001; California
26 Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510,
27 512, and 1198. Therefore, pursuant to Labor Code sections 200, 203, 204, 226, 226.7, 512, 558, and
28 1194, Plaintiffs and the Class are entitled to recover the unpaid balance of overtime compensation

1 Defendants owes Plaintiffs and the Class, plus interest, penalties, attorneys' fees, expenses, and costs of
2 suit.

3 **X. FIFTH CAUSE OF ACTION**

4 **Failure to Furnish Timely and Accurate Wage Statements**

5 **Upon Payment of Wages in Violation of Cal. Labor Code § 226**

6 **(Brought by Plaintiff LOPEZ on Behalf of Himself and the Class Against All Defendants)**

7 93. Plaintiffs hereby re-allege and incorporate by reference all paragraphs of this Complaint
8 as if fully set forth herein.

9 94. Labor Code section 226(a) sets forth reporting requirements for employers when they pay
10 wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or her
11 employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked
12 by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if the
13 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
14 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
15 dates of the period for which the employee is paid, (7) the name of the employee and only the last four
16 digits of their social security number or an employee identification number other than a social security
17 number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
19 rate by the employee

20 95. Labor Code section 226(e) provides: "An employee suffering injury as a result of a
21 knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover
22 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
23 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
24 an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to an award of costs and
25 reasonable attorney's fees."

26 96. Defendants failed to accurately record and display the correct total hours and overtime
27 hours worked by Plaintiff and Class Members on Plaintiff's and Class Members' wage statements, in
28 violation of Labor Code section 226(a)(2).

97. Defendants failed to display the correct amounts for meal period premiums and rest break premiums owed to Plaintiff LOPEZ’S and Class Members on Plaintiff LOPEZ’S and Class Members’ wage statements, in violation of Labor Code section 226(a)(1) and (a)(9).

98. Consequently, because Defendants failed to (1) accurately record and display the correct total hours and overtime hours worked and (2) display the correct amounts for meal period premiums and rest break premiums owed, Defendants also failed to accurately display the gross and net wages earned, in violation of Labor Code section 226 subsections (a)(1) and (a)(5).

99. Plaintiff and Class Members were damaged by these failures because, among other things, the failures hindered Plaintiff and the Class from determining the amounts of wages actually owed to them.

100. Plaintiff and Class Members request recovery of Labor Code section 226(e) penalties according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code section 226(e), in a sum as provided by the Labor Code and/or other statutes.

XI. SIXTH CAUSE OF ACTION

Failure to Pay All Wages Owed Upon Separation

in Violation of Cal. Labor Code §§ 201–203

(Brought by Plaintiffs on Behalf of Themselves and the Class Against All Defendants)

101. Plaintiffs hereby re-allege and incorporate by reference all paragraphs of this Complaint as if fully set forth herein.

102. Labor Code section 201 provides, in relevant part, “[I]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

103. Labor Code section 202 provides, in relevant part, “[I]f an employee not having a written contract for a definite period quits his or his employment, his or his wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting.”

104. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to 30 workdays.

1 105. At all times relevant during the liability period, Plaintiffs and the other members of the
2 Class were employees of Defendants covered by Labor Code section 203. Pursuant to Labor Code section
3 201, upon Plaintiffs' and the Class Members' respective separation dates, Defendants were required to
4 pay Plaintiffs and Class Members all wages earned. On November 26, 2024, Plaintiff LOPEZ was
5 terminated, but Defendants never paid Plaintiff LOPEZ all of his final wages and did not do so
6 immediately following his termination as required and in violation of Labor Code section 201. Even
7 though Defendants did give Plaintiff LOPEZ a check later by mail, it was short because it was missing
8 unpaid minimum and overtime wages, and unpaid meal period and rest break premiums.

9 106. Likewise, on or around February 22, 2024, Plaintiff ALLEN resigned with one week's
10 notice. Defendants were required to pay Plaintiff ALLEN his final pay within 72 hours of his last day of
11 work, which was February 29, 2024, however, Defendants never paid Plaintiff ALLEN all of his final
12 wages within 72 hours of his resignation. Defendants gave Plaintiff ALLEN a check a few days after it
13 was required and again, it was short because it was missing unpaid minimum and overtime wages, and
14 unpaid meal period and rest break premiums.

15 107. At the time of Plaintiffs' and Class Members' respective separation dates, Plaintiffs and
16 Class Members had unpaid wages. Defendants willfully failed to pay Plaintiff LOPEZ, Plaintiff ALLEN,
17 and other members of the Class who are no longer employed by Defendants for their uncompensated
18 hours, uncompensated overtime, and missed, untimely, or on-duty meal periods and rest breaks upon
19 their termination or separation from employment with Defendants as required by California Labor Code
20 sections 201 and 202. Thus, in violation of Labor Code section 201, Defendants failed to pay Plaintiffs
21 and separated Class Members the full amount of wages due and owing them, in amounts to be proven at
22 the time of trial, but in excess of the jurisdictional minimum of this Court.

23 108. Defendants' failure to pay Plaintiffs and the Class their respective wages due and owed to
24 them was willful, and done with the wrongful and deliberate intention of injuring Plaintiffs and the Class
25 Members and in conscious disregard of their rights.

26 109. Defendants' willful failure to pay former employee Plaintiffs and the Class all of the
27 wages due and owing them constitutes violations of Labor Code sections 201 and 203, which provide
28 that an employee's wages will continue as a penalty up to 30 days from the time the wages were due.

1 Therefore, as former employees, Plaintiffs and the Class Members are each entitled to penalties pursuant
2 to Labor Code section 203.

3 **XII. SEVENTH CAUSE OF ACTION**

4 **Failure to Reimburse All Necessary, Business-Related Expenses**

5 **in Violation of Cal. Labor Code § 2802**

6 **(Brought by Plaintiffs on Behalf of Themselves and the Class Against All Defendants)**

7 110. Plaintiffs hereby re-allege and incorporate by reference all paragraphs of this Complaint
8 as if fully set forth herein.

9 111. California Labor Code section 2802 provides that “An employer shall indemnify his or
10 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
11 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
12 unlawful unless the employee, at the time of obeying the directions, believed them to be unlawful.”

13 112. During the applicable statutory period, Plaintiffs and Class Members incurred necessary
14 expenditures and losses in direct consequence of the discharge of their employment duties and their
15 obedience to the directions of Defendants, Defendants did not reimburse Plaintiffs and Class Members
16 for these expenditures or losses. Such expenses include, but are not limited to, (1) all costs incurred for
17 mileage expenses for travel from one blood bank location of LIFESTREAM’S to another and (2) the
18 expenses associated with the use of their personal cell phones, which were required to remain in contact
19 with supervisors and coworkers during their shifts and to answer calls from donors.

20 113. First, Plaintiffs and Class Members were required to travel during their shifts from one of
21 LIFESTREAM’S blood bank locations to another using their personal vehicles, so LIFESTREAM should
22 have but failed to reimburse Plaintiffs and Class Members for that mileage.

23 114. Second, Plaintiffs and Class Members were required to use their personal cell phones to
24 remain in contact with supervisors and coworkers during their shifts and to answer calls from donors.
25 While LIFESTREAM did reimburse Plaintiffs and Class Members \$10 per month for personal cell phone
26 use during at least part of the relevant liability period, LIFESTREAM failed to reimburse Plaintiffs and
27 Class Members a sufficient amount to cover or at least more closely approximate their cell phone
28 expenses.

1 115. Defendants have failed to fully reimburse Plaintiffs and Class Members for necessary
2 business-related expenses and losses.

3 116. Plaintiffs and Class Members are entitled to recover their necessary unreimbursed
4 business-related expenses and losses incurred during the course and scope of their employment, plus
5 interest accrued from the date on which the employee incurred the necessary expenditures at the same
6 rate as judgments in civil actions in the State of California, pursuant to California Labor Code section
7 2802.

8 **XIII. EIGHTH CAUSE OF ACTION**

9 **Failure to Keep and Maintain Required Records**

10 **in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7**

11 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

12 117. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
13 as if fully set forth herein.

14 118. California Labor Code section 1174(d) provides that “[e]very person employing labor in
15 this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the
16 ages of all minors” and “[keep, at a central location in the state or at the plants or establishments at which
17 employees are employed, payroll records showing the hours worked daily by and the wages paid to, and
18 the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at
19 the respective plants or establishments”

20 119. During the relevant time period, and in violation of Labor Code sections 1198 and
21 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Class Members
22 showing the daily hours they actually worked and the wages owed to them, which was a result of failing
23 to record the off-the-clock hours that they worked—that is, the accurate records of work period start and
24 stop times.

25 120. During the Class Period, as part of Defendants’ illegal payroll policies and practices to
26 deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and
27 intentionally failed to maintain records as required under California Labor Code sections 226 and 1174,
28 and IWC Wage Order No. 4-2001, section 7, including but not limited to the following records: total

1 daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records
2 showing when each employee begins and ends each work period; and accurate itemized statements.
3 Namely, Defendants did not record Plaintiff and Class Members' actual start and stop times for all work
4 periods to capture the accurate total number of hours worked nor did Defendants establish a mechanism
5 by which Class Members could report unrecorded time.

6 121. Because Defendants violated Labor Code section 1174(d), Plaintiff and Class Members
7 are entitled to recover damages and penalties under Labor Code sections 1174.5 and 226(e).

8 122. Labor Code section 1174.5 provides in pertinent part that "[a]ny person employing labor
9 who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and
10 complete records required by subdivision (d) of Section 1174 . . . shall be subject to a civil penalty of
11 five hundred dollars (\$500)."

12 123. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class
13 Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned
14 and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available civil
15 and statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not
16 limited to those provided in California Labor Code section 1174.5, as well as other available remedies.

17 **XIV. NINTH CAUSE OF ACTION**

18 **Violations of California's Unfair Competition Law ("UCL"),**

19 **California Business and Professions Code §§ 17200, *et seq.***

20 **(Brought by Plaintiffs on Behalf of Themselves and the Class Against All Defendants)**

21 124. Plaintiffs hereby re-allege and incorporate by reference all paragraphs of this Complaint
22 as if fully set forth herein.

23 125. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any
24 unlawful, unfair, or fraudulent business practices.

25 126. Through their actions alleged herein, Defendants have engaged in unfair competition
26 within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair,
27 and/or fraudulent business practices under the UCL.

28 127. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the

1 statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure
2 to pay Class Members wages and compensation they earned through labor provided, and failing to
3 otherwise compensate Class Members, as alleged herein. Defendants' fraudulent conduct includes, but
4 is not limited to, issuing wage statements containing false and/or misleading information about the time
5 Class Members worked and the amount of wages or compensation due.

6 128. Defendants' violations of California wage and hour laws and illegal payroll practices or
7 payment policies constitute a business practice because they were done repeatedly over a significant
8 period of time, and in a systematic manner to the detriment of Plaintiffs and Class Members.

9 129. Plaintiffs have standing to assert this claim because they have suffered injury in fact and
10 have lost money as a result of Defendants' conduct.

11 130. For the four years preceding the filing of this action, Plaintiffs and Class Members have
12 suffered damages and request restitutionary disgorgement of all monies and profits to be disgorged from
13 Defendants in an amount according to proof at the time of trial and an injunction prohibiting them from
14 engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.

15 **XV. TENTH CAUSE OF ACTION**

16 **For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"),**

17 **§§ 2698, *et seq.*, for Violations of California Labor Code Sections**

18 **(Brought by Plaintiff LOPEZ on Behalf of Himself and the General Public**

19 **Against All Defendants)**

20 131. Plaintiff LOPEZ hereby re-alleges and incorporates by reference all paragraphs of this
21 Complaint as if fully set forth herein.

22 132. PAGA provides that any provision of law under the Labor Code and applicable IWC Wage
23 Order(s) that provides for a civil penalty to be assessed and collected by California's Labor and
24 Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable
25 IWC Wage Order(s) may, as an alternative, be recovered by aggrieved employees in a civil action brought
26 on behalf of themselves and other current or former employees pursuant to procedures outlined in
27 California Labor Code section 2699.3.

28 133. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person

1 who was employed by the alleged violator and against whom one or more of the alleged violations was
2 committed.”

3 134. Plaintiff LOPEZ and other current and former employees of Defendants are “aggrieved
4 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or former
5 employees and one or more of the alleged violations were committed against them.

6 135. Pursuant to Labor Code sections 2699.3 and 2699.5, aggrieved employees, including
7 Plaintiffs, may pursue a civil action arising under PAGA, alleging violations of any provision listed in
8 section 2699.5, after the following requirements have been met:

- 9 a. The aggrieved employee shall give written notice (“Employee’s Notice”) by online filing
10 to the LWDA and by certified mail to the employer of the specific provisions of the
11 California Labor Code alleged to have been violated, including the facts and theories to
12 support the alleged violations;
- 13 b. The Employee’s Notice filed with the LWDA is accompanied by a \$75 filing fee; and
- 14 c. The LWDA shall provide notice (“LWDA Notice”) to the employer and the aggrieved
15 employee by certified mail that it does not intend to investigate the alleged violation within
16 60 calendar days of the postmark date of the Employee’s Notice. Upon receipt of the
17 LWDA Notice, or if the LWDA Notice is not provided within 65 calendar days of the
18 postmark date of the Employee’s Notice, the aggrieved employee may commence a civil
19 action pursuant to California Labor Code section 2699 to recover civil penalties in
20 addition to any other penalties to which the employee may be entitled.

21 136. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, including
22 Plaintiffs, may pursue a civil action arising under PAGA for violations of any provision other than those
23 listed in section 2699.5 after the following requirements have been met:

- 24 a. The aggrieved employee shall give written notice by online filing (“Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the
25 California Labor Code alleged to have been violated, including the facts and theories to
26 support the alleged violations;
- 27 b. The Employee’s Notice filed with the LWDA is accompanied by a \$75 filing fee; and
28

1 c. The employer may cure the alleged violation within 33 calendar days of the postmark date
2 of the Employee's Notice. The employer shall give written notice by certified mail within
3 that period of time to the aggrieved employee or representative and the agency if the
4 alleged violation is cured, including a description of actions taken, and no civil action
5 pursuant to Section 2699 may commence. If the alleged violation is not cured within the
6 33-day period, the employee may commence a civil action pursuant to Section 2699.

7 137. On April 22, 2025, Plaintiff LOPEZ provided written notice by online filing to the LWDA
8 and by certified mail to Defendant LIFESTREAM BLOOD BANK of the specific provisions of the
9 California Labor Code alleged to have been violated, including facts and theories to support the alleged
10 violations, in accordance with California Labor Code section 2699.3. Plaintiff LOPEZ'S notice to the
11 LWDA was accompanied by the \$75 filing fee. A true and correct copy of Plaintiff LOPEZ'S written
12 notice to the LWDA and Defendant LIFESTREAM BLOOD BANK dated April 22, 2025 is attached
13 hereto as "**Exhibit 1.**" Exhibit 1 is incorporated into this Complaint by reference.

14 138. As of the filing date of this complaint, over 65 days has passed since Plaintiff LOPEZ sent
15 the LWDA Notice described above, and the LWDA has not responded that it intends to investigate
16 Plaintiff LOPEZ'S claims. Defendants have not given notice that it has cured the alleged violations set
17 forth in this Complaint. Thus, Plaintiffs have satisfied the administrative prerequisites under California
18 Labor Code section 2699.3(a) and (c) to recover civil penalties against all defendants, in addition to other
19 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
20 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

21 139. Labor Code section 558(a) provides that "[a]ny employer or other person acting on behalf
22 of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating
23 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
24 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
25 pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid
26 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
27 each pay period for which the employee was underpaid in addition to an amount sufficient to recover
28 underpaid wages." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this

1 section are in addition to any other civil or criminal penalty provided by law.”

2 140. Defendants, at all times relevant herein, were employers or persons acting on behalf of an
3 employer(s) who violated Plaintiff LOPEZ’S and other non-party aggrieved employees’ rights by
4 violating various sections of the California Labor Code as set forth above.

5 141. As set forth below, Defendants have violated numerous provisions of both the Labor Code
6 sections regulating hours and days of work as well as the applicable IWC Wage Order(s), including:

- 7 a. Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage
8 Order(s) for Defendants’ failure to provide Plaintiffs and other Class Members with
9 compliant meal periods and/or rest breaks, as set forth above;
- 10 b. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable
11 IWC Wage Order(s) for Defendants’ failure to compensate Plaintiffs and other Class
12 Members with at least minimum wages for all hours worked as set forth above;
- 13 c. Violations of Labor Code sections 510, 1198, and the applicable IWC Wage Order(s) for
14 Defendants’ failure to compensate Plaintiffs and other Class Members with overtime
15 wages for all hours worked in excess of eight in one day or 40 in one week and double
16 time for all hours worked in excess of 12 hours, as set forth above;
- 17 d. Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order(s)
18 for willful and intentional failure to provide accurate and complete wage statements to
19 Plaintiffs and other Class Members as set forth above;
- 20 e. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order(s)
21 for failure to maintain payroll records. California Labor Code section 1198 provides that
22 the maximum hours of work and the standard conditions of labor shall be those fixed by
23 the Labor Commissioner and as set forth in the applicable IWC Wage Order(s). Section
24 1198 further provides that “[t]he employment of any employees for longer hours than
25 those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
26 Pursuant to the applicable IWC Wage Order(s), employers are required to keep accurate
27 time records showing when the employee begins and ends each work period and meal
28 period. During the relevant time period, Defendants failed, on a companywide basis, to

1 keep records of meal period start and stop times for Plaintiffs and other non-party
2 aggrieved employees in violation of section 1198. California Labor Code section 1174(d)
3 provides that “[e]very person employing labor in this state shall . . . [k]eep a record
4 showing the names and addresses of all employees employed and the ages of all minors”
5 and “[k]eep, at a central location in the state or at the plants or establishments at which
6 employees are employed, payroll records showing the hours worked daily by and the
7 wages paid to, and the number of piece-rate units earned by and any applicable piece rate
8 paid to, employees employed at the respective plants or establishments” During the
9 relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully
10 failed to maintain accurate payroll records for Plaintiffs and other non-party aggrieved
11 employees showing the daily hours they actually worked and the wages paid thereto as a
12 result of failing to record the off-the-clock hours that they worked;

- 13 f. Violations of Labor Code sections 201, 202, and 203 for failure to pay all earned wages
14 upon termination as set forth above;
- 15 g. Violations of Labor Code section 204 for failure to pay all earned wages during
16 employment as set forth above;
- 17 h. Violations of Labor Code section 2802 for failure to reimburse employees for all
18 necessary, business-related expenses incurred during employment as set forth above;
- 19 i. Plaintiff LOPEZ and other non-party aggrieved employees are therefore entitled to
20 recover penalties, attorneys’ fees, costs, and interest thereupon, pursuant to Labor Code
21 section 2699(f)-(g); and
- 22 j. Any and all additional applicable civil penalties and sums as provided by the California
23 Labor Code and/or other relevant statutes.

24 142. Pursuant to California Labor Code sections 2699(a), 2699.3, 2699.5, and section 558,
25 Plaintiffs, acting in the public interest as a private attorney general, seeks assessment and collection of
26 civil penalties for themselves, all other non-party aggrieved employees, and the State of California against
27 all defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202,
28 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

1 143. In addition, Plaintiff LOPEZ seeks and are entitled to sixty-five percent (65%) of all
2 penalties obtained under California Labor Code section 2699 to be allocated to the LWDA, for education
3 of employers and employees about their rights and responsibilities under the California Labor Code, and
4 thirty-five percent (35%) to all aggrieved employees.

5 144. Further, Plaintiff LOPEZ is entitled to recover reasonable attorneys' fees and costs
6 pursuant to California Labor Code sections 2699(g)(1), 218.5, 1194(a) and any other applicable statute.

7 **XVI. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated and also on
9 behalf of the general public, respectfully request that this Court find against all defendants as follows:

- 10 1. An order that this action may proceed and may be maintained as a class action;
- 11 2. All unpaid minimum wages and liquidated damages due to Plaintiffs and each Class Member
12 on their minimum wage claims;
- 13 3. All unpaid overtime wages due to Plaintiffs and each Class Member;
- 14 4. One hour of wages due to Plaintiffs and each Class Member for each work period of more than
15 four hours when they did not receive an uninterrupted 10-minute rest break;
- 16 5. One hour of wages due to Plaintiffs and each Class Member for each work period of more than
17 five hours when they did not receive an uninterrupted 30-minute meal period;
- 18 6. All unpaid minimum wages and liquidated damages due to Plaintiffs and each Class Member
19 on their minimum wage claim;
- 20 7. For restitution of all monies due to Plaintiffs and members of the Class and disgorged profits
21 from the unlawful business practices of Defendants, including withholding wages and reimbursements;
- 22 8. For waiting time penalties pursuant to Labor Code section 203;
- 23 9. Statutory penalties under Labor Code section 226(e);
- 24 10. For reimbursement of business expenses under California Labor Code section 2802;
- 25 11. For penalties pursuant to Labor Code sections 204, 206, 210, 225.5, 226, 226.3, 226.7, 354,
26 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, 1198, and 2802;
- 27 12. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business
28 practices complained of herein;

1 13. For all civil penalties permitted by California's Private Attorneys General Act of 2004, Labor
2 Code sections 2698, *et seq.*, based on all the alleged statutory violations set forth in this Complaint;

3 14. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;

4 15. Prejudgment interest at the maximum legal rate on all due and unpaid wages pursuant to Labor
5 Code section 218.6 and Civil Code sections 3287 and 3289;

6 16. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, 2699(g), and
7 Code of Civil Procedure section 1021.5;

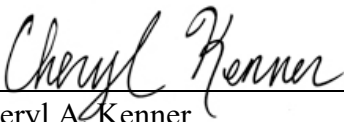
8 17. Accounting of Defendants' records for the liability period;

9 18. General, special, and consequential damages, to the extent allowed by law; and

10 19. All such other and further relief that the Court may deem just and proper.

11
12 Dated: July 14, 2025

ABRAMSON LABOR GROUP

13
14 By: 
15 Cheryl A. Kenner

16 Attorneys for Plaintiffs ANTHONY HUERTA
17 ALLEN and JAVIER LOPEZ, individually, and on
18 behalf of all others similarly situated and aggrieved
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs ANTHONY HUERTA ALLEN and JAVIER LOPEZ, on behalf of themselves and all
3 others similarly situated and aggrieved, hereby demand a jury trial with respect to all issues triable of
4 right by jury.

5
6 Dated: July 14, 2025

ABRAMSON LABOR GROUP

7
8 By: Cheryl Kenner
Cheryl A. Kenner

9
10 Attorneys for Plaintiffs ANTHONY HUERTA
11 ALLEN and JAVIER LOPEZ, individually, and on
12 behalf of all others similarly situated and aggrieved
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EXHIBIT 1

April 22, 2025

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

LifeStream Blood Bank
Attn: Human Resources
46660 Washington St., Unit 4
La Quinta, CA 92253

LifeStream Blood Bank
Attn: Legal Department
384 W. Orange Show Rd.
San Bernardino, CA 92408

LifeStream Blood Bank
Attn: Legal Department
P.O. Box 1429
San Bernardino, CA 92402

CC: VIA EMAIL

Stephanie Andersen
Stephanie.Andersen@aalrr.com
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Ct. Dr. South, Ste. 300
Cerritos, CA 90703

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR
CODE SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; LifeStream Blood Bank

From: Javier Lopez, on behalf of himself and all other current and former hourly nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Javier Lopez (“Mr. Lopez”) to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Lopez, “Claimants”) who have been injured by LifeStream Blood Bank’s (“Lifestream”) violations of the California Labor Code. Mr. Lopez, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of LifeStream, intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Factual Statement:

LifeStream is a blood bank that provides blood products and services to more than 80 Southern California hospitals and medical facilities in six California counties.

Claimant Mr. Lopez worked for LifeStream at several of its locations as an hourly, nonexempt employee in the position of Donor Specialist, earning \$19.04 per hour from approximately May 30, 2023 through November 27, 2024. The locations where Mr. Lopez worked for LifeStream include those in La Quinta, Rancho Mirage, Riverside, Ontario, Hemet, San Bernardino, Murrieta as well as blood drives in Los Angeles and elsewhere in California. Mr. Lopez, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in collecting blood donations from donors. As part of their employment with LifeStream, Mr. Lopez and other hourly, nonexempt employees, collectively, “hourly nonexempt employees,” are or were assigned to and required to suffer and permitted to work—some without pay—while performing tasks collectively including, but not limited to, attending morning meetings to discuss the day’s promotions; greeting and screening donors; providing donors questionnaires; driving from one LifeStream blood bank location to another; drawing blood specimens from donors; delivering blood specimens to various hospitals and medical facilities; and handling paperwork associated with the blood specimens and also blood specimens returned by hospitals and medical facilities.

Claimant Mr. Lopez regularly worked (5) days per week for eight hours or more hours per day. During the entire course of his employment, LifeStream failed to provide Mr. Lopez and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal periods and rest breaks. LifeStream has also failed to pay minimum wages to Mr. Lopez and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 4-2001. As a consequence, LifeStream has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission (“IWC”) Wage Orders, including but not limited to, IWC Wage Order No. 4-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, LifeStream has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

LifeStream has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, LifeStream has failed and continues to fail to

provide timely, accurate wage statements to Mr. Lopez and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by LifeStream, including Mr. Lopez, LifeStream has violated Labor Code section 203 by failing to pay all wages due upon separation. LifeStream has failed and continues to fail to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, (1) mileage expenses for travel from one blood bank location of LifeStream's to another and (2) the excess expenses associated with the use of their personal cell phones, in violation of Labor Code section 2802. Mr. Lopez is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Lopez intends to bring an action against LifeStream under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

Claimant Mr. Lopez was employed by LifeStream from approximately May 30, 2023 through November 27, 2024 as a Donor Specialist. For a period of at least four (4) years prior to April 2025, but for our purposes here, one (1) year prior, LifeStream has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. LifeStream has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 4-2001. First, Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because (1) during their shifts, Claimants had to drive from one LifeStream blood bank to another while punched out; (2) Claimants worked during their meal periods—while punched out—to compensate for LifeStream's understaffed blood bank locations, which required monitoring donors; and (3) Claimants had to clock out by their scheduled stop times but also had to continue working when LifeStream was understaffed to ensure that donors were monitored and a certain number of employees were working, so before leaving, Claimants would have to wait until an employee on a break returned to work. Claimants' off-the-clock time was never subsequently added and, therefore, uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock. Additionally, LifeStream

¹ Without limitation, Mr. Lopez, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

enforces practices that effectively require Claimants to perform work during their meal periods and rest breaks, the effects of which LifeStream could have mitigated by increasing staff at job sites to ensure adequate staffing and to lessen the load for all on the team, which would prevent noncompliant meal periods and rest breaks. However, LifeStream instead chose to understaff its locations and instruct Claimants to work off the clock, skip or work during meal periods and rest breaks, and therefore violate these Labor Code sections. In effect, these policies and practices cause Claimants to remain on-duty during meal periods and rest breaks, and therefore, constitute a failure on LifeStream Blood Bank's part to provide compliant meal periods and rest breaks. With that, LifeStream Blood Bank's corresponding failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes LifeStream Blood Bank's failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. LifeStream Blood Bank's failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 4-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, LifeStream failed to authorize and permit timely, full-length meal periods for Mr. Lopez and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 4-2001. Mr. Lopez and Claimants were required to work during their meal periods to ensure that donors are properly monitored and there are an adequate number of persons working at a given time. Also to that end, Claimants had to begin their meal periods late—after the end of the fifth hour. Despite these late and missed meal periods, LifeStream did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. LifeStream enforces practices that effectively require Claimants to perform work during their meal periods, the effects of which LifeStream could have mitigated by increasing staff at job sites to ensure adequate staffing to allow Claimants to have compliant meal periods. Accordingly, since LifeStream required Mr. Lopez and others similarly situated to work during their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 4-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, for the same reasons cited in the preceding paragraph regarding meal periods, LifeStream likewise failed to authorize and permit Mr. Lopez and all other similarly aggrieved employees to take full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 4-2001. Claimants were both not able to take their requisite number of 10-minutes rest breaks based on their shift duration; in these instances, Claimants regularly worked through all of their rest breaks to ensure that all assigned jobs are completed that workday within the timeframes LifeStream promised customers. Similarly, when Claimants were able to leave for rest breaks, they were frequently interrupted to return to work early because of issues or inadequate staffing concerns. LifeStream enforces practices that effectively require Claimants to perform work during their rest breaks, the effects of which LifeStream could have mitigated by increasing staff at job sites to lessen the load for all on staff, which would ensure adequate staffing so that Claimants received compliant rest breaks. LifeStream did not compensate Claimants with an extra hour of

pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 4-2001. Furthermore, since LifeStream required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, LifeStream was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Mr. Lopez and Claimants regularly worked overtime hours. LifeStream has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, LifeStream failed to provide Mr. Lopez and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 4-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from LifeStream, including Mr. Lopez, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Mr. Lopez, did not receive their final pay of all wages immediately upon being terminated nor did Claimants, including Mr. Lopez, receive all wages owed upon separation based on LifeStream Blood Bank’s prior failings to pay all wages owed every pay period, including but not limited to minimum wage, overtime, and meal and rest premiums owed and for all hours worked, as explained above. On November 26, 2024, LifeStream terminated Mr. Lopez, so LifeStream was obligated to pay Mr. Lopez his final wages that same day, however, LifeStream paid Mr. Lopez via mail on November 27, 2024—one day following his separation, in violation of Labor Code section 201. LifeStream failed to offer Mr. Lopez the option of picking up his final paycheck on the same day of his termination.

Claimants were at all times entitled to be provided timely and accurate **wage statements** from LifeStream pursuant to Labor Code section 226. First, because LifeStream failed to properly record all hours Claimants actually worked, Claimants’ wage statements do not reflect the correct total straight time and overtime hours worked during and after their shifts and correspondingly, the correct gross and net wages earned for those categories. Second, because LifeStream failed to pay Claimants all of their premiums owed for noncompliant meal periods and rest breaks, Claimants’ wage statements were inaccurate in reflecting meal period and rest break premiums owed. As a consequence, Claimants’ wage statements also do not reflect the accurate amount of net and gross wages earned for each pay period. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Pursuant to Labor Code section 11174 and IWC Wage Order No. 4-2001, employers are required to **keep and maintain accurate time records** showing when employees begin and end

each work period, including meal periods and hours spent performing compensable work. During the relevant time period, LifeStream had a company-wide policy and engaged in a companywide practice of failing to record actual hours worked by both instructing Claimants to (1) clock out before traveling from one LifeStream blood bank to another and (2) not record their actual stop times on the timekeeping system; that is, Claimants were instructed to clock out when their shift ended even if they still had to stay to ensure adequate staffing to monitor donors. That is, Claimants were not permitted to remain clocked in when driving between blood bank locations, which constitutes compensable work and thus time Claimants should have remained on the clock. Similarly, LifeStream instructed Claimants to remain clocked out during their meal periods when they were called back to work and returned to work early. Therefore, LifeStream failed to keep accurate records of work period start and stop times for Claimants, in violation of section 1198. Because LifeStream failed to provide the actual hours worked and, therefore, the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on Claimants' wage statements, Claimants have been prevented from verifying—solely from information on the wage statements themselves—that they were paid correctly and in full. Instead, Claimants have had to refer to other sources beyond their wage statements and reconstruct time records to determine whether in fact they were paid correctly and the extent to which they were underpaid, thereby causing them injury. LifeStream Blood Bank's decision to fail to record this time was knowing and intentional because it was in the sole position to set forth and implement and enforce these companywide practices and to edit Claimants' time records. Accordingly, Claimants are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)–(g).

Finally, Claimants were entitled to be reimbursed by LifeStream for all necessary, **business-related expenses** they incurred in executing their duties for LifeStream. California Labor Code section 2802 provides that “An employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” LifeStream, however, has failed to fully reimburse Mr. Lopez and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for (1) mileage expenses for travel from one blood bank location of LifeStream's to another and (2) the expenses associated with the use of their personal cell phones, which were required to remain in contact with supervisors and coworkers during their shifts and to answer calls from donors. First, Claimants were required to travel during their shifts from one of LifeStream's blood bank locations to another, so LifeStream should have but failed to reimburse Claimants for that mileage. Second, Claimants were required to use their personal cell phones to remain in contact with supervisors and coworkers during their shifts and to answer calls from donors. While LifeStream did reimburse Claimants \$10 per month for personal cell phone use during at least part of the relevant liability period, LifeStream failed to reimburse Claimants a sufficient amount to cover or at least more closely approximate these expenses. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

LifeStream Blood Bank's uniform failure to pay minimum and overtime wages, failure to authorize and permit full-length, off-duty meal periods and rest breaks or pay Claimants adequate premium compensation in lieu thereof, failure to keep accurate time records, failure to furnish timely and accurate wage statements, failure to reimburse all necessary, business-related expenses,

and failure to pay all wages owed upon separation all violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174, 1182.12, 1194, 1197, and 2802 and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Lopez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against LifeStream for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in black ink that reads "Cheryl Kenner". The signature is written in a cursive, flowing style.

Cheryl A. Kenner