

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

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**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