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September 18, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Lisa Guerrero v. BioLife Plasma Services L.P., et al.*

Dear PAGA Administrator:

This office represents Lisa Guerrero in connection with her claims under the California Labor Code. Ms. Guerrero was an employee of BIOLIFE PLASMA SERVICES L.P.; TAKEDA PHARMACEUTICALS U.S.A., INC.; TAKEDA PHARMACEUTICALS AMERICA, INC.; and/or TAKEDA PHARMACEUTICALS INTERNATIONAL, INC. For the purpose of this letter, Ms. Guerrero collectively refers to these entities as "BIOLIFE."

The employers may be contacted directly at the addresses below:

BIOLIFE PLASMA SERVICES L.P.
ONE BAXTER PARKWAY
DEERFIELD, IL 60015

TAKEDA PHARMACEUTICALS U.S.A., INC.
500 KENDALL STREET
CAMBRIDGE, MA 02142

TAKEDA PHARMACEUTICALS
AMERICA, INC.
500 KENDALL STREET
CAMBRIDGE, MA 02142

TAKEDA PHARMACEUTICALS
INTERNATIONAL, INC.
500 KENDALL STREET
CAMBRIDGE, MA 02142

Ms. Guerrero 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.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Guerrero seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BIOLIFE as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BIOLIFE employed Ms. Guerrero as an hourly paid, non-exempt employee from approximately January 2021 to July 2025. Ms. Guerrero worked for BIOLIFE as a Center Receptionist at its facility located in San Marcos, California. During her employment, Ms. Guerrero typically worked eight (8)

hours or more per day and five (5) days per week. Her job duties included, without limitation, greeting donors, updating donor information, inputting new donor information into the system, answering the phone, taking messages, and assisting with IT issues.

BIOLIFE committed each of the following Labor Code violations against Ms. Guerrero, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

BIOLIFE’s Company-Wide and Uniform Payroll and HR Practices

BIOLIFE PLASMA SERVICES L.P. is a Pennsylvania limited partnership while TAKEDA PHARMACEUTICALS U.S.A., INC.; TAKEDA PHARMACEUTICALS AMERICA, INC.; and TAKEDA PHARMACEUTICALS INTERNATIONAL, INC. are Delaware corporations. Together, they are a healthcare company specializing in the collection of human plasma that is processed into plasma-based therapies. Upon information and belief, BIOLIFE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Deerfield, Illinois, and/or Cambridge, Massachusetts, for all non-exempt, hourly paid employees working for BIOLIFE in California, including Ms. Guerrero and other aggrieved employees. At all relevant times, BIOLIFE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Guerrero and other aggrieved employees, regardless of their location or position.

Upon information and belief, BIOLIFE maintains a centralized Payroll department at its corporate headquarters in Deerfield, Illinois, and/or Cambridge, Massachusetts, which processes payroll for all non-exempt, hourly paid employees working for BIOLIFE in California, including Ms. Guerrero and other aggrieved employees. Further, BIOLIFE issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Guerrero and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, BIOLIFE utilized the same methods and formulas when calculating wages due to Ms. Guerrero and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration

¹ These facts, theories, and claims are based on Ms. Guerrero’s experience and counsel’s review of those records currently available relating to Ms. Guerrero’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Guerrero reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BIOLIFE willfully failed to pay all overtime wages owed to Ms. Guerrero and other aggrieved employees. During the relevant time period, Ms. Guerrero and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, BIOLIFE had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Guerrero and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this limitation on overtime accrual was based on a company-wide policy of staffing locations strictly based on the labor hours or labor budget set by the corporate office. This policy of limiting overtime, coupled with BIOLIFE's policies and/or practices of understaffing and/or single-staffing certain positions, led Ms. Guerrero and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, at least twice per week before Ms. Guerrero clocked in for her shifts, she worked off-the-clock for approximately 30 minutes unloading the dishwasher in the employee kitchen. BIOLIFE's management instructed Ms. Guerrero and other aggrieved employees not to clock in earlier than five (5) minutes prior to the scheduled shift start time, which forced Ms. Guerrero to complete this task off-the-clock.

BIOLIFE knew or should have known that as a result of these company-wide practices and/or policies, Ms. Guerrero and other aggrieved employees were performing their assigned duties off-the-clock before their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Guerrero and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Guerrero and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, BIOLIFE did not pay Ms. Guerrero and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, BIOLIFE paid Ms. Guerrero and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, BIOLIFE failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Guerrero and other aggrieved employees worked overtime and received these other forms of pay, BIOLIFE failed to pay all overtime wages by paying a lower overtime rate than required.

For example, BIOLIFE paid Ms. Guerrero and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Ms. Guerrero's and other aggrieved employees' wage statements as "Service Award," "Recognition," and "S T I P Bonus." During pay periods that Ms. Guerrero and other aggrieved employees were paid overtime wages, BIOLIFE did not incorporate the incentive pay and/or nondiscretionary bonuses into Ms. Guerrero's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, BIOLIFE paid Ms. Guerrero and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. BIOLIFE's failure to

properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Guerrero and other aggrieved employees on a company-wide basis.

BIOLIFE's failure to pay Ms. Guerrero and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BIOLIFE into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

As set forth above, as a result of BIOLIFE's policies and/or practices of limiting the amount of overtime employees could accrue and understaffing and/or single-staffing certain positions, BIOLIFE required Ms. Guerrero and other aggrieved employees to perform work-related tasks while off-the-clock outside of their shifts, such as preparing the facility for the work day, including, but not limited to, unloading the dishwasher in the employee kitchen. BIOLIFE failed to track this time Ms. Guerrero and other aggrieved employees spent working off-the-clock, and Ms. Guerrero and other aggrieved employees received no compensation for this time.

BIOLIFE did not pay at least minimum wages for all hours worked by Ms. Guerrero and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BIOLIFE did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, BIOLIFE regularly failed to pay at least minimum wages to Ms. Guerrero and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BIOLIFE into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without

providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (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.

During the relevant time period, as stated, BIOLIFE had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing certain positions due to labor budgeting and/or limited payroll allocation, which resulted in a lack of meal period coverage and prevented Ms. Guerrero and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. On information and belief, BIOLIFE had a company-wide practice of scheduling a high volume of donor appointments each day without building in sufficient time for Ms. Guerrero and other aggrieved employees to take compliant meal periods. Further, BIOLIFE had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Guerrero and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Guerrero and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, approximately twice per month, Ms. Guerrero sometimes cut her meal breaks short by 5-10 minutes and returned to work when there was an influx of donors that needed to be checked in for their appointments.

At all times herein mentioned, BIOLIFE knew or should have known that, as a result of these policies, Ms. Guerrero and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. BIOLIFE further knew or should have known that BIOLIFE did not pay Ms. Guerrero and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Moreover, BIOLIFE engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Guerrero and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that BIOLIFE did pay Ms. Guerrero and other aggrieved employees premium pay for missed, late, and interrupted meal periods, BIOLIFE did not pay Ms. Guerrero and other aggrieved employees at the correct rate of pay for premiums because BIOLIFE systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BIOLIFE failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BIOLIFE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, BIOLIFE regularly failed to authorize and permit Ms. Guerrero and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BIOLIFE's company-wide practices, including labor budgeting and/or limited payroll allocation, and understaffing/single-staffing, prevented Ms. Guerrero and other aggrieved employees from being relieved of all duties to take rest periods. Additionally, BIOLIFE failed to schedule rest periods, which, coupled with BIOLIFE's failure to provide adequate rest period coverage, further led to Ms. Guerrero and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, BIOLIFE maintained a company-wide on-premises rest period policy, which effectively required that Ms. Guerrero and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Guerrero and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, BIOLIFE effectively maintained control over Ms. Guerrero and/or other aggrieved employees during rest periods.

As a result of BIOLIFE's practices and policies, Ms. Guerrero and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Guerrero missed 1-2 of her rest periods per week due to the lack of rest period coverage and BIOLIFE's failure to schedule rest periods for employees.

BIOLIFE also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Guerrero and other aggrieved employees have not received premium pay for all noncompliant rest periods. Alternatively, to the extent that BIOLIFE did pay Ms. Guerrero and other aggrieved employees one (1) additional hour of premium pay for noncompliant rest periods, BIOLIFE did not pay Ms. Guerrero and other aggrieved employees at the correct rate of pay

for premiums because BIOLIFE failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BIOLIFE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BIOLIFE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BIOLIFE has not provided Ms. Guerrero and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BIOLIFE has knowingly and intentionally provided Ms. Guerrero and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BIOLIFE issued uniform wage statements to Ms. Guerrero and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, BIOLIFE violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because BIOLIFE did not accurately record the time Ms. Guerrero and other aggrieved employees spent working off-the-clock, BIOLIFE did not list the correct amount of gross wages and net wages earned by Ms. Guerrero and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, BIOLIFE failed to accurately list the total number of hours worked by Ms. Guerrero and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because BIOLIFE did not calculate Ms. Guerrero's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, BIOLIFE did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, BIOLIFE failed to list the correct amount of net wages in violation of section 226(a)(5). BIOLIFE also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

Additionally, and separate from these violations, BIOLIFE issued uniform wage statements to Ms. Guerrero and other aggrieved employees that failed to correctly list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. For example, during the relevant time period, BIOLIFE issued wage statements to Ms. Guerrero and other aggrieved employees that incorrectly list the employer as “BIOLIFE PLASMA LLC,” with the address “1200 Lakeside Dr., Bannockburn, IL 60015,” but, according to the California Secretary of State’s website, there is no such entity by this name or address. *See excerpt below.*

CO. FILE DEPT. CLOCK VCHR NO.
[REDACTED]
Page 1 (Con't Next Page) SEQ 003236
BIOLIFE PLASMA LLC
1200 LAKESIDE DR.
BANNOCKBURN, IL 60015
866-866-7893

Earnings Statement



Period Beginning: 06/08/2025
Period Ending: 06/21/2025
Pay Date: 06/27/2025

Filing Status: [REDACTED]
Exemptions/Allowances:
Federal: [REDACTED]

LISA GUERRERO
[REDACTED]
[REDACTED]

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), BIOLIFE willfully failed to maintain accurate payroll records for Ms. Guerrero and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate

time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BIOLIFE engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Guerrero and other aggrieved employees, in violation of section 1198.

Because BIOLIFE failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Guerrero and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Guerrero and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BIOLIFE into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BIOLIFE failed to pay Ms. Guerrero and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BIOLIFE into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)

hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, BIOLIFE have a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, BIOLIFE terminated Ms. Guerrero on or about July 2, 2025; however, on information and belief, BIOLIFE did not provide Ms. Guerrero with her final wages until around July 7, 2025. Thus, BIOLIFE failed to pay Ms. Guerrero her final wages immediately, in violation of California Labor Code section 201.

Additionally, during the relevant time period, BIOLIFE willfully failed to pay Ms. Guerrero and other aggrieved employees who are no longer employed by BIOLIFE all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving BIOLIFE's employ.

Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BIOLIFE into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 246 – Failure to Provide Written Notice of Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on the designated pay date with the employee's wages.

During the relevant time period, BIOLIFE failed, on a company-wide basis, to provide Ms. Guerrero and other aggrieved employees written notice on wage statements and/or other separate written statements that listed the amount of paid sick leave (or equivalent paid leave or paid time off) available to them. BIOLIFE's ongoing and systematic failure to provide written notice of sick leave benefits to Ms. Guerrero and other aggrieved employees violates California Labor Code section 246(i).

Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BIOLIFE into compliance with Labor Code section 246, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, BIOLIFE failed to provide Ms. Guerrero and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). BIOLIFE's failure to provide Ms. Guerrero and other aggrieved employees with written notice of basic information regarding their employment with BIOLIFE is in violation of Labor Code section 2810.5.

Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring BIOLIFE into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." BIOLIFE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Guerrero's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Guerrero seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Guerrero, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against BIOLIFE for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Guerrero seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in cursive script, appearing to read "Ninel", is shown within a light gray rectangular box.

Ninel Kocharyan

Copy: BIOLIFE PLASMA SERVICES L.P. (via U.S. Certified Mail); TAKEDA PHARMACEUTICALS U.S.A., INC. (via U.S. Certified Mail); TAKEDA PHARMACEUTICALS AMERICA, INC. (via U.S. Certified Mail); TAKEDA PHARMACEUTICALS INTERNATIONAL, INC. (via U.S. Certified Mail)

**BIOLIFE PLASMA
SERVICES L.P.**
One Baxter Parkway
Deerfield, IL 60015

[illegible]

Case No.	Case Name	Case Type	Case Status	Case Date	Case Time	Case Location	Case Description	Case Action	Case Result	Case Comment
9589	0710	5270	0211	5969	55					
9589	0710	5270	0211	5969	55					



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1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

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If YES, enter delivery address below: ☐ No

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☐ Collect on Delivery Restricted Delivery
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