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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

LISA GUERRERO, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

BIOLIFE PLASMA SERVICES L.P., a
Pennsylvania limited partnership;
TAKEDA PHARMACEUTICALS U.S.A.,
INC., a Delaware corporation; TAKEDA
PHARMACEUTICALS AMERICA, INC.,
a Delaware corporation; TAKEDA
PHARMACEUTICALS
INTERNATIONAL, INC., a Delaware
corporation; and DOES 1 through 10,
inclusive,

Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
11/24/2025 9:44 AM
By: Julian Cornejo, DEPUTY

Case No.: CIVSB2536200

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Civil Penalties for Violations of California
Labor Code, Pursuant to PAGA, §§ 2698,
et seq.

Jury Trial Demanded

1 Plaintiff Lisa Guerrero, as an aggrieved employee and on behalf of the State of California
2 and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in this case on September 18, 2025, until judgment (“non-party Aggrieved Employees”).
13 Plaintiff’s share of damages, penalties, and other relief sought in this action does not exceed
14 \$75,000.
15

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

19 3. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
22 over them by the California courts consistent with traditional notions of fair play and substantial
23 justice. There is no basis for federal diversity jurisdiction in this action given that the State of
24 California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying
25 diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013).
26 *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy
27 requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot
28 be established when Plaintiff’s share of the civil penalties attributable to violations personally

suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants employ persons within the County of San Bernardino, and have violated the requirements of the California Labor Code and applicable IWC Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least three (3) locations within the County of San Bernardino, including Defendants' facilities in Rialto (1345 West Foothill Boulevard, Rialto, California 92376), San Bernardino (2065 East Highland Avenue, San Bernardino, California 92404), and Victorville (12480A Amargosa Road, Victorville, California 92392). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in San Bernardino County and Plaintiff could bring this action to recover penalties in San Bernardino County, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private Attorneys General Act of 2004," authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Lisa Guerrero is a resident of Vista, in San Diego County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately January 2021 to July 2025. Plaintiff worked for Defendants as a Center Receptionist at their facility located in San Marcos, California. During her employment, Plaintiff typically worked eight (8) hours or more per day and five (5) days per week. Plaintiff's primary 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.

7. BIOLIFE PLASMA SERVICES L.P. was and is, upon information and belief, a

1 Pennsylvania limited partnership, and at all times hereinafter mentioned, an employer whose
2 employees are engaged throughout this county and the State of California.

3 8. TAKEDA PHARMACEUTICALS U.S.A., INC. was and is, upon information
4 and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose
5 employees are engaged throughout this county and the State of California.

6 9. TAKEDA PHARMACEUTICALS AMERICA, INC. was and is, upon
7 information and belief, a Delaware corporation, and at all times hereinafter mentioned, an
8 employer whose employees are engaged throughout this county and the State of California.

9 10. TAKEDA PHARMACEUTICALS INTERNATIONAL, INC. was and is, upon
10 information and belief, a Delaware corporation, and at all times hereinafter mentioned, an
11 employer whose employees are engaged throughout this county and the State of California.

12 11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
13 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
14 complaint and serve such fictitiously named Defendants once their names and capacities
15 become known.

16 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
17 were the partners, agents, owners, or managers of BIOLIFE PLASMA SERVICES L.P.;
18 TAKEDA PHARMACEUTICALS U.S.A., INC.; TAKEDA PHARMACEUTICALS
19 AMERICA, INC.; and TAKEDA PHARMACEUTICALS INTERNATIONAL, INC. at all
20 relevant times.

21 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the
22 acts and omissions alleged herein was performed by, or is attributable to, BIOLIFE PLASMA
23 SERVICES L.P.; TAKEDA PHARMACEUTICALS U.S.A., INC.; TAKEDA
24 PHARMACEUTICALS AMERICA, INC.; TAKEDA PHARMACEUTICALS
25 INTERNATIONAL, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or
26 “BIOLIFE”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working
27 in concert with, each of the other co-Defendants and was acting within the course and scope of
28 such agency, employment, joint venture, or concerted activity with legal authority to act on the

1 others' behalf. The acts of any and all Defendants were in accordance with, and represent, the
2 official policy of Defendants.

3 14. At all relevant times, Defendants, and each of them, ratified each and every act
4 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
5 and abetted the acts and omissions of each and all the other Defendants in proximately causing
6 the damages herein alleged.

7 15. Plaintiff is informed and believes, and thereon alleges, that each of said
8 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
9 omissions, occurrences, and transactions alleged herein.

10 16. Under California law, Defendants are jointly and severally liable as employers
11 for the violations alleged herein because they have each exercised sufficient control over the
12 wages, hours, working conditions, and employment status of Plaintiff and other non-party
13 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
14 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
15 of employment, determined their rate of pay, and maintained their employment records.
16 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
17 and/or "engaged" Plaintiff and other non-party Aggrieved Employees so as to create a common-
18 law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved
19 Employees, Defendants are jointly and severally liable for the civil penalties and all other relief
20 available to Plaintiff and other non-party Aggrieved Employees under the law.

21 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
22 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
23 non-party Aggrieved Employees because Defendants have:

- 24 (a) jointly exercised meaningful control over the work performed by Plaintiff
25 and other non-party Aggrieved Employees;
- 26 (b) jointly exercised meaningful control over Plaintiff's and other non-party
27 Aggrieved Employees' wages, hours, and working conditions, including
28 the quantity, quality standards, speed, scheduling, and operative details

1 of the tasks performed by Plaintiff and other non-party Aggrieved
2 Employees;

3 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
4 perform work which is an integral part of Defendants' businesses; and

5 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
6 Employees as a matter of economic reality in that Plaintiff and other non-
7 party Aggrieved Employees were dependent on Defendants, who shared
8 the power to set the wages of Plaintiff and other non-party Aggrieved
9 Employees and determined their working conditions, and who jointly
10 reaped the benefits from the underpayment of their wages and
11 noncompliance with other statutory provisions governing their
12 employment.

13 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
14 there has existed a unity of interest and ownership between Defendants such that any
15 individuality and separateness between the entities has ceased.

16 19. BIOLIFE PLASMA SERVICES L.P.; TAKEDA PHARMACEUTICALS
17 U.S.A., INC.; TAKEDA PHARMACEUTICALS AMERICA, INC.; TAKEDA
18 PHARMACEUTICALS INTERNATIONAL, INC.; and DOES 1 through 10 are therefore alter
19 egos of each other.

20 20. Adherence to the fiction of the separate existence of Defendants would permit an
21 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
22 liability for the wrongful acts committed by them under the name "BIOLIFE."

23 21. Plaintiff further alleges, upon information and belief, that Defendants BIOLIFE
24 PLASMA SERVICES L.P.; TAKEDA PHARMACEUTICALS U.S.A., INC.; TAKEDA
25 PHARMACEUTICALS AMERICA, INC.; and TAKEDA PHARMACEUTICALS
26 INTERNATIONAL, INC. are alter egos of each other for the following reasons:
27
28

- 1 (a) According to Takeda Pharmaceutical Company Limited's website¹,
2 BIOLIFE PLASMA SERVICES L.P. is a subsidiary of Takeda
3 Pharmaceutical Company Limited;
- 4 (b) On the California Secretary of State's website
5 (<https://bizfileonline.sos.ca.gov/>), TAKEDA PHARMACEUTICALS
6 U.S.A., INC.; TAKEDA PHARMACEUTICALS AMERICA, INC.; and
7 TAKEDA PHARMACEUTICALS INTERNATIONAL, INC. share the
8 same principal address and/or mailing address, "500 KENDALL
9 STREET, CAMBRIDGE, MA 02142";
- 10 (c) According to their most recent forms filed with the Secretary of the
11 Commonwealth of Massachusetts
12 (<https://www.sec.state.ma.us/divisions/corporations/corporations.htm>)
13 and the California Secretary of State, TAKEDA PHARMACEUTICALS
14 U.S.A., INC.; TAKEDA PHARMACEUTICALS AMERICA, INC.; and
15 TAKEDA PHARMACEUTICALS INTERNATIONAL, INC. share the
16 officers, including, but not limited to, Julie Kim, Fabien Dubois, and/or
17 Jason Baranski;
- 18 (d) On the California Secretary of State's website and the Illinois Secretary
19 of State's website, BIOLIFE PLASMA SERVICES L.P.; TAKEDA
20 PHARMACEUTICALS U.S.A., INC.; TAKEDA
21 PHARMACEUTICALS AMERICA, INC.; and TAKEDA
22 PHARMACEUTICALS INTERNATIONAL, INC. share the same agent
23 for service of process, C T CORPORATION SYSTEM; and
- 24 (e) On information and belief, BIOLIFE PLASMA SERVICES L.P.;
25 TAKEDA PHARMACEUTICALS U.S.A., INC.; TAKEDA
26 PHARMACEUTICALS AMERICA, INC.; and TAKEDA
27

28 ¹ Takeda Pharmaceutical Company Limited, <https://www.takeda.com/en-us/main-addresses/#438239dbf6e9> (last accessed Aug. 28, 2025).

1 PHARMACEUTICALS INTERNATIONAL, INC. utilize the same
2 standardized employment forms and issue the same employment policies.

3 **PAGA REPRESENTATIVE ALLEGATIONS**

4 22. Defendants are a healthcare company specializing in the collection of human
5 plasma that is processed into plasma-based therapies. Upon information and belief, Defendants
6 maintain a single, centralized Human Resources (“HR”) department at their company
7 headquarters in Bannockburn, Illinois, or Cambridge, Massachusetts, which is responsible for
8 the recruiting and hiring of new employees, and communicating and implementing Defendants’
9 company-wide policies, including timekeeping policies and meal and rest period policies, to
10 employees throughout California.

11 23. In particular, Plaintiff and other non-party Aggrieved Employees, on information
12 and belief, received the same standardized documents and/or written policies. Upon
13 information and belief, the usage of standardized documents and/or written policies, including
14 new-hire documents, indicate that Defendants dictated policies at the corporate level and
15 implemented them company-wide, regardless of their employees’ assigned locations or
16 positions. Upon information and belief, Defendants set forth uniform policies and procedures
17 in several documents provided at an employee’s time of hire.

18 24. Upon information and belief, Defendants maintain a centralized Payroll
19 department at their company headquarters in Bannockburn, Illinois, or Cambridge,
20 Massachusetts, which processes payroll for all non-exempt, hourly paid employees working for
21 Defendants at their various locations in California, including Plaintiff and other non-party
22 Aggrieved Employees. Based upon information and belief, Defendants issue the same
23 formatted wage statements to all non-exempt, hourly paid employees in California, irrespective
24 of their work locations. Upon information and belief, Defendants process payroll for departing
25 employees in the same manner throughout the State of California, regardless of the manner in
26 which each employee’s employment ends.

27 25. Defendants continue to employ non-exempt or hourly paid employees in
28 California.

1 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
3 advisors knowledgeable about California labor and wage law, employment and personnel
4 practices, and about the requirements of California law.

5 27. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
6 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
7 were not recorded.

8 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 receive certain wages for overtime compensation and that they were not receiving certain wages
11 for overtime compensation.

12 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to be
14 paid at a regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and
15 rest period premiums, that included as eligible income all remuneration required by law,
16 including but not limited to, all income derived from incentive pay, nondiscretionary bonuses,
17 and/or other forms of compensation, but failed to include all forms of remuneration in
18 calculating the regular rate of pay for Plaintiff and other non-party Aggrieved Employees.

19 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 receive at least minimum wages for compensation and that they were not receiving at least
22 minimum wages for work that was required to be done off-the-clock. In violation of the
23 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
24 least minimum wages for work done off-the-clock.

25 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
28 payment of one (1) additional hour of pay at their regular rates of pay when they were not

1 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other
2 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
3 additional hour of pay at their regular rates of pay when they did not receive a timely,
4 uninterrupted, thirty (30) minute meal period.

5 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
7 periods in accordance with the California Labor Code and applicable IWC Wage Order or
8 payment of one (1) additional hour of pay at their regular rates of pay when they were not
9 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
10 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
11 provided with payment of one (1) additional hour of pay at their regular rates of pay when they
12 were not authorized and permitted to take a compliant rest period.

13 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 receive complete and accurate wage statements in accordance with California law. In violation
16 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
17 provided complete and accurate wage statements.

18 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that they had a duty to maintain accurate and complete payroll records in
20 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
21 knowingly, and intentionally failed to do so.

22 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 timely payment of all wages earned upon termination of employment. In violation of the
25 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
26 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
27 and/or meal and rest period premiums, within permissible time periods.

28 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 timely payment of wages during their employment. In violation of the California Labor Code,
3 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
4 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
5 premiums, within permissible time periods.

6 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 receive itemized wage statements or separate written statements showing the amount of paid
9 sick leave available, or paid time off provided in lieu of sick leave. In violation of the California
10 Labor Code, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees
11 with written itemized wage statements or separate written statements showing this information.

12 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein
13 mentioned, Defendants knew or should have known that Defendants had a duty to provide
14 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms of
15 their employment with Defendants as required by the California Wage Theft Prevention Act,
16 but failed to do so.

17 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
19 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the
20 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
21 do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they
22 were properly denied wages, all in order to increase Defendants' profits.

23 40. At all times herein set forth, PAGA provides that any provision of law under the
24 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
25 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
26 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
27 behalf of themselves and other current or former employees pursuant to procedures outlined in
28 California Labor Code section 2699.3.

1 41. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
2 “any person who was employed by the alleged violator and personally suffered each of the
3 violations alleged.”

4 42. Plaintiff and other current and former employees of Defendants are “aggrieved
5 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current
6 or former employees and each of the alleged violations were committed against them.

7 43. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
8 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
9 requirements have been met:

10 (a) The aggrieved employee shall give written notice by online filing
11 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
12 the employer of the specific provisions of the California Labor Code
13 alleged to have been violated, including the facts and theories to support
14 the alleged violations.

15 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
16 2699.3(a) and any employer response to that notice shall be accompanied
17 by a filing fee of seventy-five dollars (\$75).

18 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
19 employer and the aggrieved employee by certified mail that it does not
20 intend to investigate the alleged violation within sixty (60) calendar days
21 of the postmark date of the Employee’s Notice. Upon receipt of the
22 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
23 (65) calendar days of the postmark date of the Employee’s Notice, the
24 aggrieved employee may commence a civil action pursuant to California
25 Labor Code section 2699 to recover civil penalties in addition to any other
26 penalties to which the employee may be entitled.

27 44. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
28 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision

1 other than those listed in Section 2699.5 after the following requirements have been met:

- 2 (a) The aggrieved employee or representative shall give written notice by
3 online filing to the LWDA and by certified mail to the employer of the
4 specific provisions of the California Labor Code alleged to have been
5 violated (other than those listed in Section 2699.5), including the facts
6 and theories to support the alleged violation.
- 7 (b) An aggrieved employee's notice filed with the LWDA pursuant to
8 2699.3(c) and any employer response to that notice shall be accompanied
9 by a filing fee of seventy-five dollars (\$75).
- 10 (c) The employer may cure the alleged violation within thirty-three (33)
11 calendar days of the postmark date of the notice. The employer shall give
12 written notice by certified mail within that period of time to the aggrieved
13 employee or representative and the agency if the alleged violation is
14 cured, including a description of actions taken, and no civil action
15 pursuant to Section 2699 may commence. If the alleged violation is not
16 cured within the 33-day period, the employee may commence a civil
17 action pursuant to Section 2699.

18 45. On September 18, 2025, Plaintiff provided written notice by online filing to the
19 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
20 Code alleged to have been violated, including facts and theories to support the alleged
21 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
22 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
23 PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff
24 PAGA Case Number LWDA-CM-1126227-25. A true and correct copy of Plaintiff's written
25 notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

26 46. As of the filing date of this complaint, over 65 days have passed since Plaintiff
27 sent the written notice described above, and the LWDA has not responded that it intends to
28 investigate Plaintiff's claims, and Defendants have not cured the violations.

1 47. Thus, Plaintiff has satisfied the administrative prerequisites under California
2 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
3 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
4 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2810.5.

5 48. Labor Code section 558(a) provides “[a]ny employer or other person acting on
6 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
7 provision regulating hours and days of work in any order of the Industrial Welfare Commission
8 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
9 each underpaid employee for each pay period for which the employee was underpaid (2)
10 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
11 each pay period for which the employee was underpaid” Labor Code section 558(c)
12 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
13 criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney
14 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
15 herself, all other non-party Aggrieved Employees, and the State of California against
16 Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable
17 IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not
18 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
19 of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

20 49. Defendants, at all times relevant to this complaint, were employers or persons
21 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
22 Employees’ rights by violating various sections of the California Labor Code as set forth above.

23 50. As set forth below, Defendants have violated numerous provisions of both the
24 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
25 Order.

26 51. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
27 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
28 interest as a private attorney general, seeks assessment and collection of civil penalties and

injunctive relief for herself, all other non-party Aggrieved Employees, and the State of California against Defendants 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, 1198, and 2810.5.

FIRST CAUSE OF ACTION

For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

52. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

53. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 246, 510, 512(a), 516, 1182.12, 1194, 1197, and 2810.5.

54. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with at least

1 minimum wages for all hours worked, as set forth below;

2 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
3 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
4 and other non-party Aggrieved Employees with meal periods, as set forth
5 below;

6 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
7 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
8 and other non-party Aggrieved Employees to take rest periods, as set forth
9 below;

10 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
11 IWC Wage Order for failure to provide accurate and complete wage
12 statements to Plaintiff and other non-party Aggrieved Employees, as set
13 forth below;

14 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
15 IWC Wage Order for failure to maintain payroll records, as set forth
16 below;

17 (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned
18 wages upon termination, as set forth below;

19 (i) Violation of Labor Code sections 204 for failure to pay all earned wages
20 during employment, as set forth below;

21 (j) Violation of Labor Code section 246 for failure to provide written notice
22 of paid sick leave to Plaintiff and other non-party Aggrieved Employees,
23 as set forth below; and

24 (k) Violation of Labor Code section 2810.5 for failure to provide notice of
25 material terms of employment, as set forth below.

26 **FAILURE TO PAY OVERTIME**

27 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

28 55. Labor Code section 1198 makes it illegal to employ an employee under

1 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
2 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
3 shall be the . . . standard conditions of labor for employees. The employment of any employee
4 . . . under conditions of labor prohibited by the order is unlawful.”

5 56. California Labor Code section 1198 and the applicable IWC Wage Order provide
6 that it is unlawful to employ persons without compensating them at a rate of pay either time-
7 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
8 worked by the person on a daily or weekly basis.

9 57. Specifically, the applicable IWC Wage Order provides that Defendants are and
10 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
11 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
12 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
13 hours in a workweek.

14 58. The applicable IWC Wage Order further provides that Defendants are and were
15 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
16 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
17 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
18 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

19 59. California Labor Code section 510 codifies the right to overtime compensation
20 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
21 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
22 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
23 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
24 the seventh (7th) day of work.

25 60. During the relevant time period, Defendants willfully failed to pay all overtime
26 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
27 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
28 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)

1 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
2 not recorded.

3 61. During the relevant time period, Defendants had, and continue to have, a
4 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
5 party Aggrieved Employees from recording hours worked that were outside of their scheduled
6 shifts in order to limit the amount of overtime employees could accrue. On information and
7 belief, this limitation on overtime accrual was based on a company-wide policy of staffing
8 locations strictly based on the labor hours or labor budget set by the corporate office. This
9 policy of limiting overtime, coupled with Defendants' policies and/or practices of understaffing
10 and/or single-staffing certain positions, led Plaintiff and other non-party Aggrieved Employees
11 to work off-the-clock outside of their scheduled shift times. For example, at least twice per
12 week before Plaintiff clocked in for her shifts, she worked off-the-clock approximately 30
13 minutes unloading the dishwasher in the employee kitchen. Defendants' management
14 instructed Plaintiff and other non-party Aggrieved Employees not to clock in earlier than five
15 (5) minutes prior to the scheduled shift start time, which forced Plaintiff to complete this task
16 off-the-clock.

17 62. Defendants knew or should have known that as a result of these company-wide
18 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
19 their assigned duties off-the-clock before their shifts, and were suffered or permitted to perform
20 work for which they were not paid. Because Plaintiff and other non-party Aggrieved Employees
21 worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this
22 off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and other non-
23 party Aggrieved Employees were not paid overtime wages for all of the overtime hours they
24 actually worked.

25 63. Moreover, Defendants did not pay Plaintiff and other non-party Aggrieved
26 Employees the correct overtime rate for the recorded overtime hours that they generated. In
27 addition to an hourly wage, Defendants paid Plaintiff and other non-party Aggrieved Employees
28 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in

1 violation of the California Labor Code, Defendants failed to incorporate all compensation,
2 including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the
3 calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
4 Therefore, during times when Plaintiff and other non-party Aggrieved Employees worked
5 overtime and received these other forms of pay, Defendants failed to pay all overtime wages by
6 paying a lower overtime rate than required.

7 64. For example, Defendants paid Plaintiff and other non-party Aggrieved
8 Employees incentive pay and/or nondiscretionary bonuses which were listed on Plaintiff's and
9 other non-party Aggrieved Employees' wage statements as "Service Award," "Recognition,"
10 and "S T I P Bonus." During pay periods that Plaintiff and other non-party Aggrieved
11 Employees were paid overtime wages, Defendants did not incorporate the incentive pay and/or
12 nondiscretionary bonuses into Plaintiff's and other non-party Aggrieved Employees' regular
13 rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours
14 worked. Specifically, Defendants paid Plaintiff and other non-party Aggrieved Employees 1.5
15 times their hourly rate of pay instead of 1.5 times their regular rate of pay. Defendants' failure
16 to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an
17 underpayment of overtime wages to Plaintiff and other non-party Aggrieved Employees on a
18 company-wide basis.

19 65. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
20 the balance of overtime compensation as required by California law, violates the provisions of
21 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
22 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
23 and/or 2699(a), (f), and (k).

24 **FAILURE TO PAY MINIMUM WAGES**

25 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

26 66. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
27 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
28 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.

Compensable work time is defined in IWC 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”).

67. As set forth above, as a result of Defendants’ policies and/or practices of limiting the amount of overtime employees could accrue and understaffing and/or single-staffing certain positions, Defendants required Plaintiff and other non-party 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. Defendants failed to track this time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, and Plaintiff and other non-party Aggrieved Employees received no compensation for this time. Defendants did not pay minimum wages for all hours worked by Plaintiff and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants 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, and 1198.

68. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

69. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff’s and other non-party Aggrieved Employees’ employment by Defendants.

70. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a meal period of not

1 less than thirty (30) minutes, except that if the total work period per day of the employee is not
2 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
3 and the employee. Under California law, first meal periods must start after no more than five
4 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

5 71. At all relevant times herein set forth, California Labor Code sections 226.7,
6 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
7 meal period mandated by an applicable order of the IWC.

8 72. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and
9 the applicable IWC Wage Order also require employers to provide a second meal period of not
10 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
11 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
12 hours worked is no more than twelve (12) hours, the second meal period may be waived by
13 mutual consent of the employer and the employee only if the first meal period was not waived.

14 73. During the relevant time period, as stated, Defendants had, and continue to have,
15 a company-wide policy and/or practice of understaffing and/or single-staffing certain positions
16 due to labor budgeting and/or limited payroll allocation, which resulted in a lack of meal period
17 coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all
18 timely, uninterrupted meal periods to which they were entitled. On information and belief,
19 Defendants had a company-wide practice of scheduling a high volume of donor appointments
20 each day without building in sufficient time for Plaintiff and other non-party Aggrieved
21 Employees to take compliant meal periods. Further, Defendants had a company-wide practice
22 and/or policy of failing to schedule meal periods, which further caused Plaintiff and other non-
23 party Aggrieved Employees to not be relieved of their duties for compliant meal periods.

24 74. As a result, Plaintiff and other non-party Aggrieved Employees had to work
25 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
26 extended periods of time before taking meal periods. For example, approximately twice per
27 month, Plaintiff cut her meal periods short by 5-10 minutes and returned to work when there
28 was an influx of donors that needed to be checked in for their appointments.

1 75. At all times herein mentioned, Defendants knew or should have known that, as a
2 result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented from
3 being relieved of all duties and required to perform some of their assigned duties during meal
4 periods. Defendants further knew or should have known that Defendants did not pay Plaintiff
5 and other non-party Aggrieved Employees meal period premiums when meal periods were
6 missed, shortened, interrupted, and/or late.

7 76. Moreover, Defendants engaged in a company-wide practice and/or policy of not
8 paying meal period premiums owed when compliant meal periods are not provided. Because
9 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
10 received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent
11 that Defendants did pay Plaintiff and other non-party Aggrieved Employees premium pay for
12 missed, late, and interrupted meal periods, Defendants did not pay Plaintiff and other non-party
13 Aggrieved Employees at the correct rate of pay for premiums because Defendants
14 systematically failed to include all forms of compensation, such as incentive pay,
15 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a
16 result, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees
17 compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516
18 and failed to pay the full meal period premiums due.

19 77. Defendants' conduct violates the applicable IWC Wage Order, and California
20 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
21 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
22 and/or 2699(a), (f), and (k).

23 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

24 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

25 78. At all relevant times herein set forth, the applicable IWC Wage Order and
26 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
27 non-party Aggrieved Employees' employment by Defendants.

28 79. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof” unless the total daily work time is less than three and one-half
5 (3 ½) hours.

6 80. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC. To comply with its obligation to authorize and permit rest periods
9 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
10 must “relinquish any control over how employees spend their break time, and relieve their
11 employees of all duties—including the obligation that an employee remain on call. A rest
12 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
13 257, 273 (2016).

14 81. During the relevant time period, Defendants regularly failed to authorize and
15 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
16 per each four (4) hour period worked or major fraction thereof. As with meal periods,
17 Defendants’ company-wide practices, including labor budgeting and/or limited payroll
18 allocation, and understaffing/single-staffing, prevented Plaintiff and other non-party Aggrieved
19 Employees from being relieved of all duties to take rest periods. Additionally, Defendants failed
20 to schedule rest periods, which, coupled with Defendants’ failure to provide adequate rest period
21 coverage, further led to Plaintiff and other non-party Aggrieved Employees not being authorized
22 and permitted to take rest periods.

23 82. Furthermore, on information and belief, during the relevant time period,
24 Defendants maintained a company-wide on-premises rest period policy, which effectively
25 required that Plaintiff and/or other non-party Aggrieved Employees remain on the premises
26 during their rest periods. Because Plaintiff and/or other non-party Aggrieved Employees were
27 restricted from leaving Defendants’ premises during rest periods, they were denied the ability
28 to use their rest periods freely for their own purposes, such as running personal errands. Thus,

1 Defendants effectively maintained control over Plaintiff and/or other non-party Aggrieved
2 Employees during rest periods.

3 83. As a result of Defendants' practices and policies, Plaintiff and other non-party
4 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
5 of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For
6 example, Plaintiff missed 1-2 of her rest periods due to the lack of rest period coverage and
7 Defendants' failure to schedule rest periods for employees.

8 84. Defendants have also engaged in a company-wide practice and/or policy of not
9 paying rest period premiums owed when compliant rest periods are not authorized and
10 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
11 Employees have not received premium pay for all missed rest periods. As a result, Defendants
12 denied Plaintiff and other non-party Aggrieved Employees rest periods and failed to pay them
13 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable
14 IWC Wage Order.

15 85. Defendants' conduct violates the applicable IWC Wage Order and California
16 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees
17 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
18 2699(a), (f), and (k).

19 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

20 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

21 86. At all relevant times herein set forth, California Labor Code section 226(a)
22 provides that every employer shall furnish each of his or her employees an accurate and
23 complete itemized wage statement in writing, including, but not limited to, the name and address
24 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
25 and all applicable rates of pay.

26 87. At all relevant times, Defendants have knowingly and intentionally provided
27 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
28 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and

1 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours
2 worked; net wages earned; the name and address of the legal entity that is the employer; and all
3 applicable hourly rates in effect during the pay period, including rates of pay for overtime wages
4 and/or meal and rest period premiums, and the corresponding number of hours worked at each
5 hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5),
6 226(a)(8), and 226(a)(9).

7 88. Because Defendants did not record the time Plaintiff and other non-party
8 Aggrieved Employees spent working off the clock, Defendants did not list the correct amount
9 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
10 compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
11 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
12 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
13 in effect during the pay period and the corresponding accurate number of hours worked at each
14 hourly rate, in violation of section 226(a)(9).

15 89. Moreover, because Defendants did not calculate Plaintiff's and other non-party
16 Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages
17 and/or meal and rest period premiums, Defendants did not list the correct amount of gross wages
18 in compliance with section 226(a)(1). For the same reason, Defendants failed to list the correct
19 amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list
20 all applicable hourly rates in effect during the pay period, namely, correct rates of pay for
21 overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

22 90. Additionally, and separate from these violations, Defendants issued uniform
23 wage statements to Plaintiff and other non-party Aggrieved Employees that failed to correctly
24 list the name and address of the legal entity of the actual employer in violation of 226(a)(8).
25 The purpose of section 226(a)(8) is to provide California employees with transparency as to the
26 true identity of their employer, to allow the employee to contact their employer during
27 employment or in the future for various reasons, including filing an administrative claim,
28 judicial claim, or other action to seek relief against their employer, to obtain unemployment

1 benefits, etc. For example, during the relevant time period, Defendants issued wage statements
2 to Plaintiff and other non-party Aggrieved Employees that incorrectly list the employer as
3 “BIOLIFE PLASMA LLC,” with the address “1200 Lakeside Dr., Bannockburn, IL 60015,”
4 but, according to the California Secretary of State’s website, there is no such entity by this name
5 or address.

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

13 92. California Labor Code section 1174(d) provides that “[e]very person employing
14 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
15 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
16 plants or establishments at which employees are employed, payroll records showing the hours
17 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
18 applicable piece rate paid to, employees employed at the respective plants or
19 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
20 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
21 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
22 result of failing to record the off-the-clock hours that they worked.

23 93. California Labor Code section 1198 provides that the maximum hours of work
24 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
25 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
26 of any employees for longer hours than those fixed by the order or under conditions of labor
27 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
28 are required to keep accurate time records showing when the employee begins and ends each

1 work period and meal period. During the relevant time period, Defendants engaged in company-
2 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
3 keep accurate records of work period and meal period start and end times for Plaintiff and other
4 non-party Aggrieved Employees, in violation of section 1198.

5 94. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
6 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
7 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

8 **FAILURE TO PAY WAGES UPON TERMINATION**

9 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

10 95. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
11 that if an employer discharges an employee, the wages earned and unpaid at the time of
12 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
13 her employment, his or her wages shall become due and payable not later than seventy-two (72)
14 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
15 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
16 quitting.

17 96. During the relevant time period, Defendants willfully failed to pay Plaintiff and
18 other non-party Aggrieved Employees who are no longer employed by Defendants the earned
19 and unpaid wages set forth above, including but not limited to, overtime wages, minimum
20 wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-
21 two (72) hours of their leaving Defendants' employ.

22 97. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
23 who are no longer employed by Defendants their wages earned and unpaid at the time of
24 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor
25 Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore
26 entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and
27 (k).

28 //

1 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

2 **VIOLATION OF LABOR CODE SECTION 204**

3 98. At all times relevant herein set forth, Labor Code section 204 provides that all
4 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
5 days, inclusive, of any calendar month, other than those wages due upon termination of an
6 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
7 the month during which the labor was performed. Labor Code section 204 further provides that
8 all wages earned by any person in any employment between the sixteenth (16th) and the last
9 day, inclusive, of any calendar month, other than those wages due upon termination of an
10 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
11 month.

12 99. At all times relevant herein, Labor Code section 204 provides that all wages
13 earned for labor in excess of the normal work period shall be paid no later than the payday for
14 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
15 204 provides that the requirements of this section are deemed satisfied by the payment of wages
16 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
17 calendar days following the close of the payroll period.

18 100. During the relevant time period, Defendants willfully failed to pay Plaintiff and
19 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
20 wages, minimum wages, and/or meal and rest period premiums, within the time periods
21 specified by California Labor Code section 204.

22 101. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
23 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

24 **FAILURE TO PROVIDE WRITTEN NOTICE OF PAID SICK LEAVE BENEFITS**

25 **VIOLATION OF LABOR CODE SECTION 246**

26 102. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
27 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
28 days from the commencement of employment with paid sick days, to be accrued at least one

1 hour for every 30 hours worked. Pursuant to Labor Code section 246(b)(4), employers must
2 provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or
3 paid time off) in each year of the employee's employment. Further, section 246(i) provides that
4 an employer must provide an employee with written notice that sets forth the amount of paid
5 sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on
6 either the employee's itemized wage statement or in a separate written statement provided on
7 the designated pay date with the employee's wages.

8 103. During the relevant time period, Defendants have failed to provide Plaintiff and
9 other non-party Aggrieved Employees with written notice on wage statements and/or other
10 separate written statements that listed the amount of paid sick leave (or equivalent paid leave or
11 paid time off) available to them. Defendants' ongoing and systematic failure to provide written
12 notice of sick leave benefits to Plaintiff and other non-party Aggrieved Employees violates
13 California Labor Code section 246(i).

14 104. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
15 recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

16 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
17 **EMPLOYMENT**

18 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

19 105. At all relevant times herein, California's Wage Theft Prevention Act was enacted
20 to ensure that employers provide employees with basic information material to their
21 employment relationship at the time of hiring, and to ensure that employees are given written
22 and timely notice of any changes to basic information material to their employment. Codified
23 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
24 time of hiring, an employer must provide written notice to employees containing basic and
25 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
26 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
27 any rates for overtime, the regular payday designated by the employer, and any allowances
28 claims as part of the minimum wage, including meal or lodging allowances. Labor Code

1 § 2810.5(a)(1)(A)-(C).

2 106. At all relevant times, on information and belief, Defendants failed, on a
3 company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved
4 Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-
5 (C). Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with
6 written notice of basic information regarding their employment with Defendants is in violation
7 of California Labor Code section 2810.5. Plaintiff and other non-party Aggrieved Employees
8 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
9 (k).

10 **REQUEST FOR JURY TRIAL**

11 Plaintiff requests a trial by jury.

12 **PRAYER FOR RELIEF**

13 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
14 Defendants, jointly and severally, as follows:

15 1. For civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five
16 thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff reserves the right to amend
17 her prayer for relief to seek a different amount.

18 **As to the First Cause of Action**

19 2. That the Court declare, adjudge, and decree that Defendants violated the
20 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
21 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
22 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying
23 overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and 1198 (by
24 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
25 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all
26 rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
27 maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon
28 termination); 204 (by failing to timely pay all earned wages during employment); 246 (by failing

1 to provide written notice of paid sick leave or paid time off available); and 2810.5 (by failing
2 to provide written notice of information material to employment);

3 3. For civil penalties pursuant to the California Labor Code, including sections 210,
4 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
5 sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
6 1198, and 2810.5;

7 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
8 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
9 sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
10 1198, and 2810.5;

11 5. For attorneys' fees and for costs pursuant to California Labor Code section
12 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
13 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12,
14 1194, 1197, 1198, and 2810.5;

15 6. For pre-judgment interest and post-judgment interest as provided by law; and

16 7. For such other and further relief as the Court may deem equitable and
17 appropriate.

18
19 Dated: November 24, 2025

Respectfully submitted,

Capstone Law APC

20
21
22 By:



Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi
Shealene P. Mancuso
Jeffrey Jimenez

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24
25 Attorneys for Plaintiff Lisa Guerrero
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27
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EXHIBIT “1”



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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)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

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One Baxter Parkway
Deerfield, IL 60015

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BIOLIFE PLASMA

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



9590 9402 8803 4005 5610 95

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A. Signature ☒ Agent
Addressed to ☐ Addressee

Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail[®]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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■ Print your name and address on the reverse so that we can return the card to you.

TAKEDA
PHARMACEUTICALS
U.S.A., INC.
500 Kendall Street
Cambridge, MA 02142

9590 9402 8803 4005 5610 88

2. Article Number (Transfer from service label)

9599 0710 5270 0211 5969 62

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

3. Received by (Printed Name)

C. Date of Delivery

☐ Agent

☐ Addressee

3. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Tips

☐ Priority Mail Express®
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☒ Certified Mail®
☐ Registered Mail Restricted Delivery
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☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation™
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Domestic Return Receipt

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TAKEDA[®]
PHARMACEUTICALS
AMERICA, INC.
500 Kendall Street
Cambridge, MA 02142

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Los Angeles, CA 90067

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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLLOWING THE LINE

SENDER: COMPLETE THIS SECTION
■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse
no black ink, use white ink when this must be done

TAKEDA
PHARMACEUTICALS
INTERNATIONAL, INC.
500 Kendall Street
Cambridge, MA 02142

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5969 86
PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY
A. Signature ☒ Agent
B. Received by (Printed Name) ☐ Addressee
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

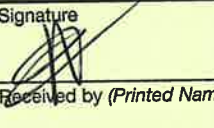
3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ All Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

TAKEDA
PHARMACEUTICALS
INTERNATIONAL, INC.
500 Kendall Street
Cambridge, MA 02142

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. TAKEDA PHARMACEUTICALS U.S.A., INC. 500 Kendall Street Cambridge, MA 02142  9590 9402 8803 4005 5610 88 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5969 62	A. Signature X  ☐ Agent ☐ Addressee 3. Received by (Printed Name) _____ C. Date of Delivery _____ 4. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 5. Service Type <table style="width: 100%; font-size: 0.8em;"> <tr> <td style="vertical-align: top;"> ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery </td> <td style="vertical-align: top;"> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table> ☐ Mail Restricted Delivery	☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery		

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. TAKEDA PHARMACEUTICALS INTERNATIONAL, INC. 500 Kendall Street Cambridge, MA 02142  9590 9402 8803 4005 5610 64 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5969 86	A. Signature X  ☐ Agent ☐ Addressee B. Received by (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type <table style="width: 100%; font-size: 0.8em;"> <tr> <td style="vertical-align: top;"> ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery </td> <td style="vertical-align: top;"> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table> ☐ Mail Restricted Delivery	☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery		

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TAKEDA
PHARMACEUTICALS
AMERICA, INC.
500 Kendall Street
Cambridge, MA 02142



9590 9402 8803 4005 5610 71

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5969 79

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received By (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

1) Restricted Delivery

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