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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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

PRECIOUS SALGADO, individually, and
on behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA").

Plaintiff,

vs.

BLOOD BANK OF SAN BERNARDINO
AND RIVERSIDE COUNTIES, a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2305507

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et seq.;

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- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Precious Salgado, individually and on behalf of all other members of the
2 public similarly situated, and as an aggrieved employee and on behalf of all aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 3. Venue is proper in this Court, because Defendants filed Statement of
24 Information forms with the California Secretary of State designating a principal place of
25 business in San Bernardino, County of San Bernardino, in accordance with California
26 Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in
27 this Court because Defendants employ persons in this county, and employed Plaintiff in this
28 county, and thus a substantial portion of the transactions and occurrences related to this action

1 occurred in this county.

2 **THE PARTIES**

3 4. Plaintiff Precious Salgado is a resident of Fontana, in San Bernardino County,
4 California. Defendants employed Plaintiff as an hourly paid, non-exempt Donor Specialist
5 from approximately March 2022 to January 2023. Plaintiff worked for Defendants at their
6 various donor centers and mobile sites, including Ontario, Riverside, San Bernardino, La
7 Quinta and Hesperia, California. During her employment, Plaintiff typically worked eight (8)
8 or more hours per day, and five (5) days per week. Plaintiff's primary job duties included,
9 without limitation, performing quality control and ensuring all medical devices were operating
10 properly, screening donors, asking donors questions pertaining to health history to determine
11 donation eligibility, completing vital checks, drawing blood, and storing blood.

12 5. BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES was
13 and is, upon information and belief, a California corporation, and at all times hereinafter
14 mentioned, an employer whose employees are engaged throughout this county and the State of
15 California.

16 6. Plaintiff is unaware of the true names or capacities of the Defendants sued
17 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
18 amend the complaint and serve such fictitiously named Defendants once their names and
19 capacities become known.

20 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
21 were the partners, agents, owners, or managers of BLOOD BANK OF SAN BERNARDINO
22 AND RIVERSIDE COUNTIES at all relevant times.

23 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
24 acts and omissions alleged herein was performed by, or is attributable to, BLOOD BANK OF
25 SAN BERNARDINO AND RIVERSIDE COUNTIES; and/or DOES 1 through 10
26 (collectively, "Defendants" or "LIFESTREAM"), each acting as the agent, employee, alter
27 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
28 was acting within the course and scope of such agency, employment, joint venture, or

1 concerted activity with legal authority to act on the others' behalf. The acts of any and all
2 Defendants were in accordance with, and represent, the official policy of Defendants.

3 9. 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 10. 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 **GENERAL ALLEGATIONS**

11 11. Defendants are a private, nonprofit blood center that serves more than 50
12 hospitals throughout Southern California. Defendants operate approximately nine (9)
13 locations throughout California. Upon information and belief, Defendants maintain a single,
14 centralized Human Resources ("HR") department at their corporate headquarters in San
15 Bernardino, California, which is responsible for the recruiting and hiring of new employees,
16 and communicating and implementing Defendants' company-wide policies, including
17 timekeeping policies and meal and rest period policies, to employees throughout California.

18 12. In particular, Plaintiff and class members, on information and belief, received
19 the same standardized documents and/or written policies. Upon information and belief, the
20 usage of standardized documents and/or written policies, including new-hire documents,
21 indicate that Defendants dictated policies at the corporate level and implemented them
22 company-wide, regardless of their employees' assigned locations or positions.

23 13. Upon information and belief, Defendants maintain a centralized Payroll
24 department at their corporate headquarters in San Bernardino, California, which processes
25 payroll for all non-exempt, hourly paid employees working for Defendants at their various
26 locations and jobsites in California, including Plaintiff and class members. Based upon
27 information and belief, Defendants issue the same formatted wage statements to all non-
28 exempt, hourly paid employees in California, irrespective of their work locations. Upon

1 information and belief, Defendants process payroll for departing employees in the same
2 manner throughout the State of California, regardless of the manner in which each employee's
3 employment ends.

4 14. Defendants continue to employ non-exempt or hourly paid employees in
5 California.

6 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
7 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
8 and advisors knowledgeable about California labor and wage law, employment and personnel
9 practices, and about the requirements of California law.

10 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
11 members were not paid for all hours worked because all hours worked were not recorded.

12 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and class members were entitled to receive certain wages for
14 overtime compensation and that they were not receiving certain wages for overtime
15 compensation.

16 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive at least minimum
18 wages for compensation and that they were not receiving at least minimum wages for work
19 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
20 and class members were not paid at least minimum wages for work done off-the-clock.

21 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to meal periods in
23 accordance with the California Labor Code or payment of one (1) additional hour of pay at
24 their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30)
25 minute meal periods and that Plaintiff and class members were not provided with all meal
26 periods or payment of one (1) additional hour of pay at their regular rates of pay when they
27 did not receive a timely, uninterrupted, thirty (30) minute meal period.

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

1 should have known that Plaintiff and class members were entitled to rest periods in
2 accordance with the California Labor Code and applicable Industrial Welfare Commission
3 (“IWC”) Wage Order or payment of one (1) additional hour of pay at their regular rates of pay
4 when they were not authorized and permitted to take a compliant rest period. In violation of
5 the California Labor Code, Plaintiff and class members were not authorized and permitted to
6 take compliant rest periods, nor did Defendants provide Plaintiff and class members with
7 payment of one (1) additional hour of pay at their regular rates of pay when they were not
8 authorized and permitted to take a compliant rest period.

9 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to receive complete and
11 accurate wage statements in accordance with California law. In violation of the California
12 Labor Code, Plaintiff and class members were not provided complete and accurate wage
13 statements.

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

18 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to timely payment of all
20 wages earned upon termination of employment. In violation of the California Labor Code,
21 Plaintiff and class members did not receive payment of all wages due, including, but not
22 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
23 permissible time periods.

24 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to timely payment of wages
26 during their employment. In violation of the California Labor Code, Plaintiff and class
27 members did not receive payment of all wages, including, but not limited to, overtime wages,
28 minimum wages, and/or meal and rest period premiums, within permissible time periods.

1 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to suitable seating and/or
3 were entitled to sit when it did not interfere with the performance of their duties and also have
4 seats nearby to use during a lull in tasks that do require moving about or standing. In
5 violation of the California Labor Code and applicable IWC Wage Order, Defendants failed to
6 provide Plaintiff and class members with suitable seating.

7 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to receive full
9 reimbursement for all business-related expenses and costs they incurred during the course and
10 scope of their employment and that they did not receive full reimbursement of applicable
11 business-related expenses and costs incurred.

12 27. 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 class members with written notice of the material terms of their employment with
15 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

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

22 **PAGA REPRESENTATIVE ALLEGATIONS**

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

1 30. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
2 person who was employed by the alleged violator and against whom one or more of the
3 alleged violations was committed.”

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

7 32. 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
9 following requirements have been met:

10 (a) The aggrieved employee or representative shall give written notice by
11 online filing with the LWDA and by certified mail to the employer of
12 the specific provisions of the California Labor Code alleged to have
13 been violated, including the facts and theories to support the alleged
14 violation.

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
17 accompanied by a filing fee of seventy-five dollars (\$75).

18 (c) The LWDA shall notify the employer and the aggrieved employee or
19 representative by certified mail that it does not intend to investigate the
20 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
21 the postmark date of the aggrieved employee’s notice. Upon receipt of
22 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
23 (65) calendar days of the postmark date of the aggrieved employee’s
24 notice, the aggrieved employee may commence a civil action pursuant
25 to California Labor Code section 2699 to recover civil penalties.

26 33. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
27 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
28 provision other than those listed in Section 2699.5 after the following requirements have been

met:

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

34. On March 1, 2023, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-939314-23. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

35. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it

intends to investigate Plaintiff's claims and Defendants have not cured the violations.

36. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

37. 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 "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

38. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

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

40. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

41. Plaintiff brings this action on her own behalf, as well as on behalf of each and

1 all other persons similarly situated, and thus seeks class certification under California Code of
2 Civil Procedure section 382.

3 42. All claims alleged herein arise under California law for which Plaintiff seeks
4 relief authorized by California law.

5 43. Plaintiff's proposed class consists of and is defined as follows:

6 All persons who worked for Defendants as non-exempt, hourly
7 paid employees in California, at any time from July 24, 2019, until
the date of trial ("Class").

8 44. Plaintiff's proposed subclass consists of and is defined as follows:

9 All persons who worked for Defendants as non-exempt, hourly
10 paid employees in California and who received at least one wage
11 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

12 45. Members of the Class and Subclass are referred to herein as "class members."

13 46. Plaintiff reserves the right to redefine the Class and Subclass and to add
14 additional subclasses as appropriate based on further investigation, discovery, and specific
15 theories of liability.

16 47. There are common questions of law and fact as to class members that
17 predominate over questions affecting only individual members, including, but not limited to:

- 18 (a) Whether Defendants required Plaintiff and class members to work over
19 eight (8) hours per day and/or over ten (10) hours per day, over twelve
20 (12) hours per day, or over forty (40) hours per week and failed to pay
21 all legally required overtime compensation to Plaintiff and class
22 members;
- 23 (b) Whether Defendants failed to pay Plaintiff and class members at least
24 minimum wages for all hours worked;
- 25 (c) Whether Defendants failed to provide Plaintiff and class members meal
26 periods;
- 27 (d) Whether Defendants failed to authorize and permit Plaintiff and class
28 members to take rest periods;

- 1 (e) Whether Defendants provided Plaintiff and class members with
2 complete and accurate wage statements as required by California Labor
3 Code section 226(a);
- 4 (f) Whether Defendants maintained accurate payroll records as required by
5 California Labor Code section 1174(d);
- 6 (g) Whether Defendants failed to pay earned overtime wages, minimum
7 wages, and/or meal and rest period premiums due to Plaintiff and class
8 members upon their discharge;
- 9 (h) Whether Defendants failed to timely pay overtime wages, minimum
10 wages, and/or meal and rest period premiums due to Plaintiff and class
11 members during their employment;
- 12 (i) Whether Defendants failed to provide Plaintiff and class members with
13 suitable seating;
- 14 (j) Whether Defendants failed to reimburse Plaintiff and class members for
15 necessary and required business-related expenditures and/or losses
16 incurred by them in the scope of their employment;
- 17 (k) Whether Defendants failed to provide written notice of information
18 material to Plaintiff's and class members' employment with Defendants;
- 19 (l) Whether Defendants engaged in unlawful and unfair business practices
20 in violation of California Business & Professions Code sections 17200,
21 *et seq.*; and
- 22 (m) The appropriate amount of damages, restitution, or monetary penalties
23 resulting from Defendants' violations of California law.

24 48. There is a well-defined community of interest in the litigation and the class
25 members are readily ascertainable:

- 26 (a) Numerosity: The class members are so numerous that joinder of all
27 members would be unfeasible and impractical. The membership of the
28 entire class is unknown to Plaintiff at this time; however, the class is

1 estimated to be greater than one hundred (100) individuals and the
2 identity of such membership is readily ascertainable by inspection of
3 Defendants' employment records.

4 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
5 protect the interests of each class member with whom she has a well-
6 defined community of interest, and Plaintiff's claims (or defenses, if
7 any) are typical of all class members as demonstrated herein.

8 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
9 protect the interests of each class member with whom she has a well-
10 defined community of interest and typicality of claims, as demonstrated
11 herein. Plaintiff acknowledges that she has an obligation to make
12 known to the Court any relationship, conflicts or differences with any
13 class member. Plaintiff's attorneys, the proposed class counsel, are
14 versed in the rules governing class action discovery, certification, and
15 settlement. Plaintiff has incurred, and throughout the duration of this
16 action, will continue to incur costs and attorneys' fees that have been,
17 are, and will be necessarily expended for the prosecution of this action
18 for the substantial benefit of each class member.

19 (d) Superiority: The nature of this action makes the use of class action
20 adjudication superior to other methods. A class action will achieve
21 economies of time, effort, and expense as compared with separate
22 lawsuits, and will avoid inconsistent outcomes because the same issues
23 can be adjudicated in the same manner and at the same time for the
24 entire class.

25 (e) Public Policy Considerations: Employers in the State of California
26 violate employment and labor laws every day. Current employees are
27 often afraid to assert their rights out of fear of direct or indirect
28 retaliation. Former employees are fearful of bringing actions because

1 they believe their former employers might damage their future
2 endeavors through negative references and/or other means. Class
3 actions provide the class members who are not named in the complaint
4 with a type of anonymity that allows for the vindication of their rights
5 while simultaneously protecting their privacy.

6 **FIRST CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime** 8 **(Against all Defendants)**

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

11 50. Labor Code section 1198 makes it illegal to employ an employee under
12 conditions of labor that are prohibited by the applicable wage order. California Labor Code
13 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
14 be the . . . standard conditions of labor for employees. The employment of any employee . . .
15 under conditions of labor prohibited by the order is unlawful.”

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

20 52. Specifically, the applicable IWC Wage Order provides that Defendants are and
21 were required to pay Plaintiff and class members working more than eight (8) hours in a day
22 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
23 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
24 workweek.

25 53. The applicable IWC Wage Order further provides that Defendants are and were
26 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
27 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
28 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the

1 employee, including nondiscretionary bonuses and incentive pay.

2 54. California Labor Code section 510 codifies the right to overtime compensation
3 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
4 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
5 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
6 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
7 in a day on the seventh (7th) day of work.

8 55. During the relevant time period, Defendants willfully failed to pay all overtime
9 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
10 class members were not paid overtime premiums for all of the hours they worked in excess of
11 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
12 hours in a week, because all hours worked were not recorded.

13 56. First, Defendants had, and continue to have, a company-wide policy and/or
14 practice requiring Plaintiff and class members to perform various work-related tasks while
15 off-the-clock before and after their shifts. For example, because Defendants provided
16 employees with only one (1) access point to their timekeeping system at their donor centers,
17 Plaintiff and class members would often have to wait to clock in for the start of their shifts,
18 because there would be a line of other employees clocking in. For instance, Plaintiff was
19 required to wait in line for up five (5) minutes under Defendants' control until employees in
20 front of her in line clocked in, time for which she was not paid. Further, when Plaintiff
21 worked at mobile sites, she was similarly forced to wait before clocking in for her shifts
22 because there was only one (1) tablet available for all employees to use to clock in, and it was
23 frequently misplaced causing Plaintiff and class members to spend time locating it before
24 clocking in. Moreover, during the time when Plaintiff waited to clock in for the start of her
25 shifts, approximately once per week, Defendants' supervisors directed Plaintiff to complete
26 tasks such as setting up the blood donation station for the day and preparing the equipment,
27 spending up to 15 minutes each time. As another example, while working at mobile sites,
28 about twice a week and up to 10 minutes per instance, Plaintiff clocked out at the end of her

1 shifts, but was required to complete her closing tasks, such as cleaning up, collecting
2 equipment, and loading the company vehicle. Thus, Defendants failed to track all of the time
3 that employees spent performing work-related tasks outside of their shifts, and Plaintiff and
4 class members received no compensation for this time.

5 57. Second, Defendants had a company-wide policy and/or practice of improperly
6 rounding employees' clock-in and clock-out times in their timekeeping system to the nearest
7 quarter (0.25) of an hour. Defendants' rounding policy resulted in the failure to compensate
8 Plaintiff and class members fully for all hours worked, causing Plaintiff and class members to
9 not be paid overtime wages for all of the overtime hours they actually worked. Defendants'
10 policy of rounding is unfair and has, over time, resulted in the underpayment of wages to
11 Plaintiff and class members. To the extent Defendants' rounding policy has taken away time
12 worked that was eligible for overtime, Plaintiff and class members were denied overtime pay
13 for all hours worked.

14 58. Third, Defendants had, and continue to have, company-wide policies and/or
15 practices of understaffing and assigning heavy workloads, which resulted in a lack of meal
16 period coverage and prevented Plaintiff and class members from taking all uninterrupted meal
17 periods to which they were entitled. As a result of this lack of meal period coverage, Plaintiff
18 and class members were not always afforded uninterrupted 30-minute meal periods during
19 shifts when they were entitled to receive a meal period. Moreover, Defendants have a practice
20 of failing to schedule meal periods and/or adhere to a schedule of meal periods, which further
21 caused Plaintiff and class members to not be relieved of their duties for compliant meal
22 periods. Consequently, Plaintiff and class members were required to work through and/or had
23 their unpaid meal periods interrupted in order to complete their assigned duties, time for
24 which they were not paid.

25 59. In addition, Defendants' company-wide timekeeping system prevented Plaintiff
26 and class members from recording all hours worked when their meal periods were shortened
27 or interrupted, because the system locked out Plaintiff and class members once they clocked
28 out for a meal period, and would not permit them to clock back in from a meal period until 30

1 minutes had elapsed. Thus, Defendants' timekeeping system further prevented Plaintiff and
2 class members from recording all hours worked when their meal periods were shortened or
3 interrupted.

4 60. Defendants knew or should have known that as a result of these company-wide
5 practices and/or policies, Plaintiff and class members were performing their assigned duties
6 off-the-clock before and after their shifts and during meal periods, and were suffered or
7 permitted to perform work for which they were not paid. Because Plaintiff and class members
8 worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of
9 this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class
10 members were not paid overtime wages for all of the overtime hours they actually worked.

11 61. Defendants' failure to pay Plaintiff and class members the balance of overtime
12 compensation as required by California law, violates the provisions of California Labor Code
13 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
14 members are entitled to recover from Defendants their unpaid overtime compensation, as well
15 as interest, costs, and attorneys' fees.

16 **SECOND CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 18 **Minimum Wages** 19 **(Against all Defendants)**

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

22 63. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
23 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
24 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
25 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the
26 time during which an employee is subject to the control of an employer, and includes all the
27 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
28 Code Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

1 64. First, as stated above, Defendants had a company-wide policy and/or practice
2 requiring Plaintiff and class members to perform various work-related tasks while off-the-
3 clock before and after their shifts, including waiting in line to clock-in at an inadequate
4 number of timekeeping machines; waiting to clock in because they were unable to locate the
5 tablet to clock in at mobile sites; setting up the blood donation station and equipment for the
6 day; and cleaning up, collecting equipment, and loading the company vehicle at the end of the
7 day. Thus, Defendants failed to track this time Plaintiff and class members spent working off-
8 the-clock, and Plaintiff and class members received no compensation for this time.
9 Furthermore, as stated above, Defendants had a company-wide policy and/or practice of
10 rounding Plaintiff's and class members' hourly clock- in and clock-out times in their
11 timekeeping system to the nearest quarter hour, resulting in the failure to compensate them for
12 all hours worked.

13 65. Second, as set forth above, due to Defendants' uniform practices of
14 understaffing, assignment of heavy workloads, failure to schedule meal periods and/or adhere
15 to a schedule of meal periods, and subsequent lack of meal period coverage, Plaintiff and class
16 members were forced to forego meal periods, have their meal periods interrupted, and/or were
17 otherwise not relieved of all duties during meal periods. Moreover, as stated, Defendants
18 systematically failed to pay Plaintiff and class members for actual hours worked during unpaid
19 meal periods, because Defendants' timekeeping system locked out Plaintiff and class members
20 for 30 minutes when they clocked out for a meal period.

21 66. Defendants did not pay minimum wages for all hours worked by Plaintiff and
22 class members. To the extent that these off-the-clock hours did not qualify for overtime
23 premium payment, Defendants did not pay at least minimum wages for those hours worked
24 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
25 1198.

26 67. Defendants' failure to pay Plaintiff and class members minimum wages violates
27 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
28 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover

1 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

2 **THIRD CAUSE OF ACTION**

3 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

4 **Violations**

5 **(Against all Defendants)**

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

8 69. At all relevant times herein set forth, California Labor Code section 512(a)
9 provides that an employer may not require, cause, or permit an employee to work for a period
10 of more than five (5) hours per day without providing the employee with a meal period of not
11 less than thirty (30) minutes, except that if the total work period per day of the employee is
12 not more than six (6) hours, the meal period may be waived by mutual consent of both the
13 employer and the employee. Under California law, first meal periods must start after no more
14 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

15 70. At all relevant times herein set forth, California Labor Code sections 226.7,
16 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
17 meal period mandated by an applicable order of the IWC.

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

24 72. During the relevant time period, as set forth above, Defendants had, and
25 continue to have, a company-wide policy and/or practice of understaffing locations, which,
26 combined with the assignment of heavy workloads and failure to schedule meal periods and/or
27 adhere to a meal period schedule, has resulted in a lack of meal period coverage and prevented
28 Plaintiff and class members from taking all timely, uninterrupted meal periods to which they

1 were entitled. As a result, Plaintiff and class members had to work through all or part of their
2 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
3 before taking meal periods.

4 73. Also, as stated, Defendants' company-wide timekeeping system prevented
5 Plaintiff and class members from recording all hours worked when their meal periods were
6 shortened or interrupted, because the system locked out Plaintiff and class members once they
7 clocked out for a meal period, and would not permit them to clock back in from a meal period
8 before 30 minutes had elapsed. For example, Plaintiff was unable to record when her meal
9 periods were interrupted or cut short by management asking her questions regarding work-
10 related issues or requesting that she complete certain tasks.

11 74. Third, Defendants did not provide Plaintiff and class members with second 30-
12 minute meal periods on days that they worked in excess of ten (10) hours in one day. During
13 her employment, Plaintiff worked shifts in excess of ten (10) or more hours per day but was
14 not provided a second 30-minute meal period. Plaintiff and class members did not sign valid
15 meal period waivers on days that they were entitled to meal periods and were not relieved of
16 all duties.

17 75. Moreover, Defendants had a company-wide policy of requiring all newly hired
18 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
19 the position that non-exempt, hourly paid employees had waived their rights to first and/or
20 second meal periods for the entirety of their employment and, on that basis, did not provide
21 them with all meal periods to which they were entitled. Furthermore, Defendants' meal
22 period waiver form requires employees to provide advanced written notice should they wish to
23 revoke the waiver. Defendants' presumption that meal periods would not be provided for
24 shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten
25 (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or
26 near the time of hire, and imposition on employees to revoke the waivers in writing,
27 discouraged and impeded Plaintiff and class members from taking all meal periods to which
28 they were entitled.

1 76. Furthermore, an employer’s obligation to provide a meal period is only
2 “triggered” when the employer “employs an employee for a work period of more than five
3 hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits
4 anyone to work for a full five hours, its meal break obligation is triggered.”).

5 [A]fter the meal break obligation is triggered . . . an employer is put to a
6 choice: it must (1) afford an off-duty meal period; (2) consent to a mutually
7 agreed-upon waiver if one hour or less will end the shift; or (3) obtain
written agreement to an on-duty meal period if circumstances permit.
Failure to do one of these will render the employer liable for premium pay.

8 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 4, subd. 11(A), (B)). That Defendants
9 required Plaintiff and class members to sign meal period waivers simultaneously at or near
10 their time of hire (as opposed to on a specific work day) renders them invalid and
11 unenforceable, because Defendants’ obligation to provide Plaintiff and class members with
12 meal periods did not arise until they had employed them for a full five (5) hours.

13 77. Additionally, Defendants’ “Second Meal Period Waiver” is unlawful insofar as
14 it fails to correctly inform employees of the requirements for waiving second meal periods.
15 Under California Law, the second meal period may be waived only if the first meal period was
16 not waived. However, Defendants’ written meal period policy states in relevant part: “I also
17 understand that, on those days when my total hours worked will be no more than twelve (12),
18 this second meal period may be waived with Lifestream’s and my mutual consent. . . . By
19 signing below, I am agreeing voluntarily to waive (give up) my second thirty (30) minute
20 meal period on those days that I work at least ten (10), but not more than twelve (12) hours.
21 However, even if I have signed the waiver, I understand that, on those days that I work more
22 than twelve (12) hours, I may not waive and must take me second thirty (30) minute meal
23 period.” Notably absent from Defendants’ written policy is any mention that the second meal
24 period may be waived only if the first meal period was not waived, and is therefore facially
25 invalid.

26 78. At all times herein mentioned, Defendants knew or should have known that, as
27 a result of these policies, Plaintiff and class members were prevented from being relieved of
28 all duties and required to perform some of their assigned duties during meal periods.

Defendants further knew or should have known that Defendants did not pay Plaintiff and class members all meal period premiums when meal periods were late, missed, shortened, or interrupted.

79. As set forth above, Defendants have a company-wide policy and/or practice of rounding employee clock-in and clock-out times in their timekeeping system, which prevented Plaintiff and class members from receiving all meal period premiums when they took late and/or shortened meal periods. As stated, Defendants' rounding policy rounded employees' clock-in and clock-out times in their timekeeping system to the nearest quarter (0.25) of an hour. To the extent that Defendants' timekeeping system reported that Plaintiff and class members were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Plaintiff and class members were entitled to a meal period penalty. Thus, Plaintiff and class members did not receive meal period penalties for these improperly rounded meal periods.

80. Furthermore, Defendants engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Plaintiff and class members have not received all premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

81. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations (Against all Defendants)

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

1 83. At all relevant times herein set forth, the applicable IWC Wage Order and
2 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
3 members' employment by Defendants.

4 84. At all relevant times, the applicable IWC Wage Order provides that "[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period" and that the "rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof" unless the total daily work time is less than three and one-half
9 (3 ½) hours.

10 85. At all relevant times, California Labor Code section 226.7 provides that no
11 employer shall require an employee to work during any rest period mandated by an applicable
12 order of the California IWC. To comply with its obligation to authorize and permit rest
13 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
14 employer must "relinquish any control over how employees spend their break time, and
15 relieve their employees of all duties—including the obligation that an employee remain on
16 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
17 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
18 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
19 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
20 required rest period was not authorized and permitted.

21 86. During the relevant time period, Defendants regularly failed to authorize and
22 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
23 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
24 practices and/or policies of understaffing and assigning heavy workloads resulted in a lack of
25 rest period coverage and prevented Plaintiff and class members from being relieved of all duty
26 in order to take compliant rest periods. Defendants also failed to schedule rest periods, which,
27 coupled with Defendants' failure to provide adequate rest period coverage, further led to
28 Plaintiff and class members not being authorized and permitted to take rest periods.

1 87. Furthermore, upon information and belief, during the relevant time period,
2 Defendants maintained and implemented a company-wide on-premises rest period policy,
3 which effectively required that Plaintiff and/or class members remain on the work premises
4 during their rest periods. Because Plaintiff and/or class members were restricted from leaving
5 the premises during rest periods, they were denied the ability to use their rest periods freely
6 for their own purposes, such as running personal errands. Thus, Defendants effectively
7 maintained control over Plaintiff and/or class members during rest periods.

8 88. As a result of Defendants' practices and policies, Plaintiff and class members
9 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
10 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
11 throughout her employment, Plaintiff had to forego her rest periods on about 10 occasions
12 because the donor center or mobile site was busy, and she did not have sufficient rest period
13 coverage. When Plaintiff was able to take her rest periods, they were interrupted about twice
14 a week by supervisors asking her work-related questions or requesting that she complete
15 certain tasks.

16 89. Defendants have also engaged in a systematic, company-wide practice and/or
17 policy of not paying rest period premiums owed when rest periods are not authorized and
18 permitted. Because of this practice and/or policy, Plaintiff and class members have not
19 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
20 class members rest periods and failed to pay them full rest period premiums due, in violation
21 of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

22 90. Defendants' conduct violates the applicable IWC Wage Order and California
23 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
24 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
25 compensation for each work day that a compliant rest period was not authorized and
26 permitted.

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1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

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

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

12 93. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
14 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
15 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the
16 address of the legal entity that is the employer; and all applicable hourly rates in effect during
17 the pay period, including rates of pay for overtime wages, and the corresponding number of
18 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
19 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

20 94. Because Defendants did not record the time Plaintiff and Subclass members
21 spent working off the clock, improperly rounded Plaintiff's and Subclass members' total hours
22 worked, and deducted time from their records for meal periods that were missed and/or
23 interrupted (and therefore time for which they should have been paid), Defendants did not list
24 the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in
25 compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
26 accurately list the total number of hours worked by Plaintiff and Subclass members in
27 violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect
28 during the pay period and corresponding accurate number of work hours worked at each

1 hourly rate in violation of section 226(a)(9).

2 95. In addition, and separate from these violations, Defendants issued uniform
3 wage statements to Plaintiff and Subclass members that fail to list the correct address of the
4 legal entity of the actual employer in violation of Labor Code section 226(a)(8). The purpose
5 of section 226(a)(8) is to provide California employees with transparency as to the true
6 identity of their employer, to allow the employee to contact their employer during
7 employment or in the future for various reasons, including filing an administrative claim,
8 judicial claim, or other action to seek relief against their employer, obtain unemployment
9 benefits, etc. This includes providing employees with a physical address of the employer and
10 not a Post Office Box. Plaintiff's and Subclass members' wage statements incorrectly list the
11 employer's address as "PO Box 1429, San Bernardino, CA 92402" but, according to the
12 California Secretary of State's website, the correct address is "384 West Orange Show Road,
13 San Bernardino, California 92408."

14 96. The wage statement deficiencies also include, without limitation, failing to list
15 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
16 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
17 for which employees were paid; failing to list the name of the employee and only the last four
18 digits of his or her social security number or an employee identification number other than a
19 social security number; failing to list the name of the legal entity that is the employer; and/or
20 failing to state all hours worked as a result of not recording or stating hours worked off-the-
21 clock.

22 97. California Labor Code section 1174(d) provides that "[e]very person employing
23 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
24 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants or
28 establishments. . . ." At all relevant times, and in violation of Labor Code section 1174(d),

Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members 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 and improperly rounding Plaintiff's and Subclass members' total hours worked.

98. 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, Defendants 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 stop times for Plaintiff and Subclass members, in violation of section 1198. Also, in light of Defendants' failure to provide Plaintiff and Subclass members with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

99. Plaintiff and Subclass members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination (Against all Defendants)

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

101. This cause of action is dependent upon, and wholly derivative of, the overtime

1 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
2 Plaintiff and those class members no longer employed by Defendants upon their termination.

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

10 103. Defendants willfully failed to pay Plaintiff and class members who are no
11 longer employed by Defendants the earned and unpaid wages set forth above, including but
12 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
13 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
14 employ.

15 104. Defendants' failure to pay Plaintiff and class members who are no longer
16 employed by Defendants their wages earned and unpaid at the time of discharge, or within
17 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
18 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
19 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
20 thirty (30) day maximum pursuant to California Labor Code section 203.

21 SEVENTH CAUSE OF ACTION

22 Violation of California Labor Code § 204—Failure to Timely Pay Wages During

23 Employment

24 (Against all Defendants)

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

27 106. This cause of action is dependent upon, and wholly derivative of, the overtime
28 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to

1 Plaintiff and class members during their employment.

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

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

17 109. During the relevant time period, Defendants willfully failed to pay Plaintiff and
18 class members all wages due including, but not limited to, overtime wages, minimum wages,
19 and/or meal and rest period premiums, within the time periods specified by California Labor
20 Code section 204.

21 110. Defendants' failure to pay Plaintiff and class members all wages due violates
22 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
23 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

24 **EIGHTH CAUSE OF ACTION**

25 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 26 **(Against all Defendants)**

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

112. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen the employer requires the use of tools or equipment or they are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft.”

113. During the relevant time period, Defendants, on a company-wide basis, required that Plaintiff and class members use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses throughout their entire employment. For example, Plaintiff and class members were required to use their personal mobile devices for work-related tasks, including responding to calls or text messages from management regarding work-related issues. Specifically, Plaintiff used her personal cellular phone to respond to calls or text messages from her managers regarding tasks that needed to be completed during the upcoming shift and any last-minute changes to the schedule. Further, Plaintiff was required to download a “Paycom” mobile application on her personal mobile device which she used to review her timesheets and hours worked. As a further example, Plaintiff was required to download a “SAP Concur” mobile application on her personal mobile device which she used to record mileage for the purpose of reimbursement. Finally, Plaintiff used her personal cellular phone for GPS navigation when traveling to various mobile sites for her shifts. Although Defendants required Plaintiff and class members to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, Defendants failed to reimburse them for these costs until approximately November 2022.

114. Defendants could have provided Plaintiff and class members with the actual supplies for use on the job, such as company mobile devices, or Defendants could have reimbursed employees for their mobile device usage. Instead, Defendants passed these operating costs off onto Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

115. Defendants' company-wide policy and/or practice of passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

116. Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest.

NINTH CAUSE OF ACTION

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

(Against all Defendants)

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

118. California Labor Code §§ 2698, *et seq.* ("PAGA") permits 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, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1194, 1197, 1197.1, 1198, and 2802. 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 516, 1182.12, and 2810.5.

119. 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

- aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;
- (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;
- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;
- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;
- (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;
- (h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;
- (i) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failure to provide suitable seating, as set forth below;
- (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and
- (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to

1 provide written notice of information material to Plaintiff's and other
2 aggrieved employees' employment with Defendants, as set forth below.

3 120. At all relevant times herein, California Labor Code section 1198 makes it
4 illegal to employ an employee under conditions of labor that are prohibited by the applicable
5 wage order. California Labor Code section 1198 requires that ". . . the standard conditions of
6 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
7 The employment of any employee . . . under conditions of labor prohibited by the order is
8 unlawful."

9 121. California Code of Regulations, Title 8, section 11040(14)(A) provides that
10 "[a]ll working employees shall be provided with suitable seats when the nature of the work
11 reasonably permits the use of seats."

12 122. Defendants' donor centers and mobile sites are generally similar in their layout
13 and design and there was, and continues to be, space at or near blood draw stations to allow
14 for the presence and use of a seat or stool by Plaintiff and other aggrieved employees (with
15 reasonable or no modification to these work areas) during the performance of their work
16 duties. Defendants could have provided Plaintiff and other aggrieved employees with a seat
17 or stool at their blood draw stations, but instead denied employees seating and forced Plaintiff
18 and other aggrieved employees to stand throughout the day.

19 123. Plaintiff and other aggrieved employees spent a substantial portion of their day
20 behind or at these blood draw stations. The nature of the work of an employee performing
21 blood drawing duties at blood draw stations can reasonably be accomplished from a seated
22 position. However, as set forth herein, Defendants systematically, and on a company-wide
23 basis, do not provide seats or stools at or near the blood draw stations, forcing Plaintiff and
24 other aggrieved employees to stand throughout their work shifts.

25 124. Defendants violated California Labor Code section 1198 and California Code
26 of Regulations, Title 8, section 11040(14)(A) because Plaintiff and other aggrieved employees
27 were not allowed to sit, even when the nature of their work would reasonably permit the use
28 of seats, nor were they provided with suitable seats. Defendants' management did not inform

1 Plaintiff and other aggrieved employees that they were allowed to sit down, provide any
2 means for them to sit down, or mention any policy regarding sitting at blood draw stations.

3 125. As a result of Defendants' company-wide policy and/or practice of prohibiting
4 employees from sitting during their shifts and company-wide failure to provide suitable
5 seating, Plaintiff and other aggrieved employees were forced to stand during shifts and denied
6 seats. Defendants' failure to provide suitable seating to Plaintiff and other aggrieved
7 employees violates California Labor Code section 1198 and IWC Wage Order No. 4-2001,
8 subdivision 14(A). Plaintiff and other aggrieved employees are therefore entitled to recover
9 civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

10 126. At all relevant times herein, California's Wage Theft Prevention Act was
11 enacted to ensure that employers provide employees with basic information material to their
12 employment relationship at the time of hiring, and to ensure that employees are given written
13 and timely notice of any changes to basic information material to their employment. Codified
14 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
15 time of hiring, an employer must provide written notice to employees containing basic and
16 material payroll information, including, among other things, the rate(s) of pay and basis
17 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
18 including any rates for overtime, the regular payday designated by the employer, and any
19 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
20 Code § 2810.5(a)(1)(A)-(C).

21 127. At all relevant times, on information and belief, Defendants failed, on a
22 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
23 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
24 Defendants' failure to provide Plaintiff and other aggrieved employees with written notice of
25 basic information regarding their employment with Defendants is in violation of Labor Code
26 section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil
27 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

28 //

1 **TENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

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

7 129. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 130. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
12 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
13 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
14 meaning of Code of Civil Procedure section 1021.5.

15 131. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business &
17 Professions Code sections 17200, *et seq.*

18 132. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
20 policies and practices have violated state law in at least the following respects:

- 21 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
22 class members, to work overtime without paying them proper
23 compensation in violation of California Labor Code sections 510 and
24 1198 and the applicable IWC Wage Order, as alleged herein;
- 25 (b) Failing to pay at least minimum wage to Plaintiff and class members in
26 violation of California Labor Code sections 1182.12, 1194, 1197,
27 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
28 herein;

- 1 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
2 members in violation of California Labor Code sections 226.7, 512(a),
3 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- 4 (d) Failing to authorize and permit Plaintiff and class members to take
5 uninterrupted rest periods in violation of California Labor Code sections
6 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
7 herein;
- 8 (e) Failing to provide Plaintiff and class members with accurate wage
9 statements and failing to maintain accurate payroll records in violation
10 of California Labor Code sections 226(a), 1174(d), and 1198, and the
11 applicable IWC Wage Order, as alleged herein;
- 12 (f) Failing timely to pay all earned wages to Plaintiff and class members in
13 violation of California Labor Code section 204, as alleged herein;
- 14 (g) Failing to reimburse Plaintiff and class members for all business
15 expenses necessarily incurred in violation of California Labor Code
16 section 2802, as alleged herein; and
- 17 (h) Failing to provide written notice of information material to Plaintiff's
18 and class members' employment with Defendants in violation of
19 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

20 133. At all relevant times herein, California's Wage Theft Prevention Act was
21 enacted to ensure that employers provide employees with basic information material to their
22 employment relationship at the time of hiring, and to ensure that employees are given written
23 and timely notice of any changes to basic information material to their employment. Codified
24 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
25 time of hiring, an employer must provide written notice to employees containing basic and
26 material payroll information, including, among other things, the rate(s) of pay and basis
27 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
28 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. Labor Code § 2810.5(a)(1)(A)-(C).

134. During the relevant time period, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

135. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

136. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

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

138. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

139. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered

injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

140. Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

141. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

142. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

//

1 **PRAYER FOR RELIEF**

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

4 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
5 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
6 reserves the right to amend her prayer for relief to seek a different amount.

7 **Class Certification**

8 2. That this case be certified as a class action;

9 3. That Plaintiff be appointed as the representative of the Class and Subclass;

10 4. That counsel for Plaintiff be appointed as class counsel.

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

12 5. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
14 pay all overtime wages due to Plaintiff and class members;

15 6. For general unpaid wages at overtime wage rates and such general and special
16 damages as may be appropriate;

17 7. For pre-judgment interest on any unpaid overtime compensation commencing
18 from the date such amounts were due, or as otherwise provided by law;

19 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
20 California Labor Code section 1194(a); and

21 9. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 **As to the Second Cause of Action**

24 10. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
26 Order by willfully failing to pay minimum wages to Plaintiff and class members;

27 11. For general unpaid wages and such general and special damages as may be
28 appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour

of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of

1 Plaintiff and other terminated class members;

2 37. For all actual, consequential and incidental losses and damages, according to
3 proof;

4 38. For waiting time penalties according to proof pursuant to California Labor
5 Code section 203 for all employees who have left Defendants' employ;

6 39. For pre-judgment interest on any unpaid wages from the date such amounts
7 were due, or as otherwise provided by law;

8 40. For attorneys' fees pursuant to California Code of Civil Procedure section
9 1021.5, or as otherwise provided by law; and

10 41. For such other and further relief as the Court may deem equitable and
11 appropriate.

12 **As to the Seventh Cause of Action**

13 42. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
15 overtime wages, minimum wages, and/or meal and rest period premiums during their
16 employment;

17 43. For all actual, consequential and incidental losses and damages, according to
18 proof;

19 44. For statutory penalties according to proof pursuant to California Labor Code
20 section 210;

21 45. For pre-judgment interest on any unpaid wages from the date such amounts
22 were due, or as otherwise provided by law;

23 46. For attorneys' fees pursuant to California Code of Civil Procedure section
24 1021.5, or as otherwise provided by law; and

25 47. For such other and further relief as the Court may deem equitable and
26 appropriate.

27 **As to the Eighth Cause of Action**

28 48. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
2 related expenses and costs incurred by Plaintiff and class members;

3 49. For unpaid business-related expenses and such general and special damages as
4 may be appropriate;

5 50. For pre-judgment interest on any unpaid business-related expenses from the
6 date such amounts were due, or as otherwise provided by law;

7 51. For all actual, consequential, and incidental losses and damages, according to
8 proof;

9 52. For attorneys' fees and costs pursuant to California Labor Code section
10 2802(c), or as otherwise provided by law; and

11 53. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 **As to the Ninth Cause of Action**

14 54. That the Court declare, adjudge and decree that Defendants violated the
15 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
16 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
17 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
18 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
19 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
20 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
21 earned wages upon termination); 204 (by failing to timely pay all earned wages during
22 employment); 1198 and the applicable IWC Wage Order (by failing to provide suitable
23 seating); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide
24 notice of material terms of employment);

25 55. For civil penalties pursuant to the California Labor Code, including sections
26 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code
27 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
28 1198, 2802, and 2810.5;

1 56. For attorneys' fees and costs pursuant to California Labor Code section
2 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
3 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
4 1197, 1197.1, 1198, 2802, and 2810.5;

5 57. For pre-judgment and post-judgment interest as provided by law; and

6 58. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Tenth Cause of Action**

9 59. That the Court declare, adjudge and decree that Defendants' conduct of failing
10 to provide Plaintiff and class members all overtime wages due to them, failing to provide
11 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
12 class members all meal periods, failing to authorize and permit Plaintiff and class members to
13 take all rest periods, failing to provide Plaintiff and class members accurate and complete
14 wage statements, failing to maintain accurate payroll records for Plaintiff and class members,
15 failing to timely pay Plaintiff and class members all earned wages during employment, failing
16 to reimburse Plaintiff and class members for business-related expenses, and failing to provide
17 written notice of material terms of employment, constitutes an unlawful business practice in
18 violation of California Business and Professions Code sections 17200, *et seq.*;

19 60. For restitution of unpaid wages to Plaintiff and all class members and
20 prejudgment interest from the day such amounts were due and payable;

21 61. For the appointment of a receiver to receive, manage and distribute any and all
22 funds disgorged from Defendants and determined to have been wrongfully acquired by
23 Defendants as a result of violations of California Business & Professions Code sections
24 17200, *et seq.*;

25 62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
26 California Code of Civil Procedure section 1021.5; and

27 63. For such other and further relief as the Court may deem equitable and
28 appropriate.

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

65. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

66. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

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

69. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 12, 2023

Respectfully submitted,

Capstone Law APC



By: _____

Robert Drexler
Molly DeSario
Jonathan Lee

Attorneys for Plaintiff Precious Salgado

EXHIBIT “1”



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March 1, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Precious Salgado v. Blood Bank of San Bernardino and Riverside Counties*

Dear PAGA Administrator:

This office represents Precious Salgado in connection with her claims under the California Labor Code. Ms. Salgado was an employee of BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES ("BLOOD BANK").

The employer may be contacted directly at the address below:

BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES
384 W. ORANGE SHOW ROAD
SAN BERNARDINO, CA 92408

Ms. Salgado intends to seek civil penalties, attorney's 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. Salgado seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BLOOD BANK 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.

BLOOD BANK employed Ms. Salgado as an hourly paid, non-exempt employee from approximately March 2022 to January 2023. Ms. Salgado worked for BLOOD BANK as a Donor Specialist at its various donor center and mobile sites, including Ontario, Riverside, San Bernardino, La Quinta and Hesperia, California. During her employment, Ms. Salgado typically worked eight (8) hours or more per day, and five (5) days per week. At the time Ms. Salgado's employment with BLOOD BANK ended, she earned \$17.00 per hour. Her job duties included, without limitation, performing quality control and ensuring all medical devices were operating properly, screening donors, asking donors questions pertaining to health history to determine donation eligibility, completing vital checks, drawing blood, and storing blood.

BLOOD BANK committed one or more of the following Labor Code violations against Ms. Salgado, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

BLOOD BANK’s Company-Wide and Uniform Payroll and HR Practices

BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES is a California corporation and operates approximately nine (9) locations in California. Upon information and belief, BLOOD BANK maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Bernardino, California, for all non-exempt, hourly paid employees working for BLOOD BANK in California, including Ms. Salgado and other aggrieved employees. At all relevant times, BLOOD BANK issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Salgado and other aggrieved employees, regardless of their location or position.

Upon information and belief, BLOOD BANK maintains a centralized Payroll department at its corporate headquarters in San Bernardino, California, which processes payroll for all non-exempt, hourly paid employees working for BLOOD BANK in California, including Ms. Salgado and other aggrieved employees. Further, BLOOD BANK issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Ms. Salgado and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, BLOOD BANK utilized the same methods and formulas when calculating wages due to Ms. Salgado 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 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 for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BLOOD BANK willfully failed to pay all overtime wages owed to Ms. Salgado and other aggrieved employees. During the relevant time period, Ms. Salgado 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.

¹ These facts, theories, and claims are based on Ms. Salgado’s experience and counsel’s review of those records currently available relating to Ms. Salgado’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. Salgado 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.

First, BLOOD BANK had, and continues to have, a company-wide policy and/or practice requiring Ms. Salgado and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts. For example, because BLOOD BANK provided employees with only one (1) access point to its timekeeping system at its donor centers, Ms. Salgado and other aggrieved employees would often have to wait to clock in for the start of their shifts, because there would be a line of other employees clocking in. For instance, Ms. Salgado was required to wait in line for up five (5) minutes under BLOOD BANK's control until employees in front of her in line clocked in, time for which she was not paid. Further, when Ms. Salgado worked at mobile sites, she was similarly forced to wait before clocking in for her shifts because there was only one (1) tablet available for all employees to use to clock in, and it was frequently misplaced causing Ms. Salgado and other aggrieved employees to spend time locating it before clocking in. Moreover, during the time when Ms. Salgado waited to clock in for the start of her shifts, approximately once per week, BLOOD BANK's supervisors directed Ms. Salgado to complete tasks such as setting up the blood donation station for the day and preparing the equipment, spending up to 15 minutes each time. As another example, while working at mobile sites, about twice a week and up to 10 minutes per instance, Ms. Salgado clocked out at the end of her shifts, but was required to complete her closing tasks, such as cleaning up, collecting equipment, and loading the company vehicle. Thus, BLOOD BANK failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Ms. Salgado and other aggrieved employees received no compensation for this time.

Second, BLOOD BANK had a company-wide policy and/or practice of improperly rounding employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. BLOOD BANK's rounding policy resulted in the failure to compensate Ms. Salgado and other aggrieved employees fully for all hours worked, causing Ms. Salgado and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. BLOOD BANK's policy of rounding is unfair and has, over time, resulted in the underpayment of wages to Ms. Salgado and other aggrieved employees. To the extent BLOOD BANK's rounding policy has taken away time worked that was eligible for overtime, Ms. Salgado and other aggrieved employees were denied overtime pay for all hours worked.

Third, BLOOD BANK had, and continues to have, company-wide policies and/or practices of understaffing and assigning heavy workloads, which resulted in a lack of meal period coverage and prevented Ms. Salgado and other aggrieved employees from taking all uninterrupted meal periods to which they were entitled. As a result of this lack of meal period coverage, Ms. Salgado and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, BLOOD BANK has a practice of failing to schedule meal periods and/or adhere to a schedule of meal periods, which further caused Ms. Salgado and other aggrieved employees to not be relieved of their duties for compliant meal periods. Consequently, Ms. Salgado and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

In addition, BLOOD BANK's company-wide timekeeping system prevented Ms. Salgado and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Salgado and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, BLOOD BANK's timekeeping system further prevented Ms. Salgado and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

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

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

BLOOD BANK's failure to pay Ms. Salgado 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. Salgado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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 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)(K) (defining "Hours Worked").

As stated above, BLOOD BANK had a company-wide policy and/or practice requiring Ms. Salgado and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts, including waiting in line to clock-in at an inadequate number of timekeeping machines; waiting to clock in because they were unable to locate the tablet to clock in at mobile sites; setting up the blood donation station and equipment for the day; and cleaning up, collecting equipment, and loading the company vehicle at the end of the day. Thus, BLOOD BANK failed to track this time Ms. Salgado and other aggrieved employees spent working off-the-clock, and Ms. Salgado and other aggrieved employees received no compensation for this time. Furthermore, as stated above, BLOOD BANK had a company-wide policy and/or practice of rounding Ms. Salgado's and other aggrieved employees' hourly clock-in and clock-out times in its timekeeping system to the nearest quarter hour, resulting in the failure to compensate them for all hours worked.

Additionally, as set forth above, due to BLOOD BANK's uniform practices of understaffing, assignment of heavy workloads, failure to schedule meal periods and/or adhere to a schedule of meal periods, and subsequent lack of meal period coverage, Ms. Salgado and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not

relieved of all duties during meal periods. Moreover, as stated, BLOOD BANK systematically failed to pay Ms. Salgado and other aggrieved employees for actual hours worked during unpaid meal periods, because BLOOD BANK's timekeeping system locked out Ms. Salgado and other aggrieved employees for 30 minutes when they clocked out for a meal period.

Thus, BLOOD BANK did not pay at least minimum wages for all hours worked by Ms. Salgado and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BLOOD BANK 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, BLOOD BANK regularly failed to pay at least minimum wages to Ms. Salgado 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. Salgado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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 set forth above, BLOOD BANK had, and continues to have, a company-wide policy and/or practice of understaffing locations, which, combined with the assignment of heavy workloads, and failure to schedule meal periods and/or adhere to a meal period schedule, has resulted in a lack of meal period coverage and prevented Ms. Salgado and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Salgado 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.

Also, as stated, BLOOD BANK's company-wide timekeeping system prevented Ms. Salgado and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Salgado and other aggrieved employees once they

clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. For example, Ms. Salgado was unable to record when her meal periods were interrupted or cut short by management asking her questions regarding work-related issues or requesting that she complete certain tasks.

Third, BLOOD BANK did not provide Ms. Salgado and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, Ms. Salgado worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Ms. Salgado and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, BLOOD BANK had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. BLOOD BANK took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, BLOOD BANK's meal period waiver form requires employees to provide advanced written notice should they wish to revoke the waiver. BLOOD BANK's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Ms. Salgado and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 4, subd. 11(A), (B)). That BLOOD BANK required Ms. Salgado and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because BLOOD BANK's obligation to provide Ms. Salgado and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

Additionally, BLOOD BANK's "Second Meal Period Waiver" is unlawful insofar as it fails to correctly inform employees of the requirements for waiving second meal periods. Under California Law, the second meal period may be waived only if the first meal period was not waived. However, BLOOD BANK's written meal period policy states in relevant part: "I also understand that, on those days when my total hours worked will be no more than twelve (12), this second meal period may be waived with Lifestream's and my mutual consent. . . . By signing below, I am agreeing voluntarily to waive (give up) my second thirty (30) minute meal period on those days that I work at least ten (10), but not more than twelve (12) hours. However, even if I have signed the waiver, I understand

that, on those days that I work more than twelve (12) hours, I may not waive and must take my second thirty (30) minute meal period.” Notably absent from BLOOD BANK’s written policy is any mention that the second meal period may be waived only if the first meal period was not waived, and is therefore facially invalid.

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

As set forth above, BLOOD BANK has a company-wide policy and/or practice of rounding employee clock-in and clock-out times in its timekeeping system, which prevented Ms. Salgado and other aggrieved employees from receiving all meal period premiums when they took late and/or shortened meal periods. As stated, BLOOD BANK’s rounding policy rounded employees’ clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. To the extent that BLOOD BANK’s timekeeping system reported that Ms. Salgado and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Ms. Salgado and other aggrieved employees were entitled to a meal period penalty. Thus, Ms. Salgado and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

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

Accordingly, BLOOD BANK failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Salgado and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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, BLOOD BANK regularly failed to authorize and permit Ms. Salgado 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, BLOOD BANK’s company-wide practices and/or policies of understaffing and assigning heavy workloads resulted in a lack of rest period coverage and prevented Ms. Salgado and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. BLOOD BANK also failed to schedule rest periods, which, coupled with BLOOD BANK’s failure to provide adequate rest period coverage, further led to Ms. Salgado and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, BLOOD BANK maintained and implemented a company-wide on-premises rest period policy, which effectively required that Ms. Salgado and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Salgado 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, BLOOD BANK effectively maintained control over Ms. Salgado and/or other aggrieved employees during rest periods.

As a result of BLOOD BANK’s practices and policies, Ms. Salgado 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, throughout her employment, Ms. Salgado had to forego her rest periods on about 10 occasions because the donor center or mobile site was busy, and she did not have sufficient rest period coverage. When Ms. Salgado was able to take her rest periods, they were interrupted about twice a week by supervisors asking her work-related questions or requesting that she complete certain tasks.

BLOOD BANK 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. Salgado and other aggrieved employees have not received all premium pay for missed rest periods. Alternatively, to the extent that BLOOD BANK did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, BLOOD BANK did not pay other aggrieved employees at the correct rate of pay for premiums because BLOOD BANK failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BLOOD BANK failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Salgado and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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. 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, BLOOD BANK has knowingly and intentionally provided Ms. Salgado and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BLOOD BANK issued uniform wage statements to Ms. Salgado and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the 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, BLOOD BANK violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because BLOOD BANK did not record the time Ms. Salgado and other aggrieved employees spent working off-the-clock, improperly rounded Ms. Salgado's and other aggrieved employees' total hours worked, and deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), BLOOD BANK did not list the correct amount of gross wages and net wages earned by Ms. Salgado and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, BLOOD BANK failed to accurately list the total number of hours worked by Ms. Salgado 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).

Additionally, because BLOOD BANK did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, BLOOD BANK did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, BLOOD BANK also failed to list the correct amount of net wages in violation of section 226(a)(5). BLOOD BANK 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).

Further, and separate from these violations, BLOOD BANK issued uniform wage statements to Ms. Salgado and other aggrieved employees that fail to list the correct address of the legal entity of the actual employer in violation of Labor Code section 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, obtain unemployment benefits, etc. This includes providing employees with a physical address of

the employer and not a Post Office Box. Ms. Salgado's and other aggrieved employees' wage statements incorrectly list the employer's address as "PO Box 1429, San Bernardino, CA 92402" but, according to the California Secretary of State's website, the correct address is "384 West Orange Show Road, San Bernardino, California 92408." *See example paystub below.*

Earnings Statement

SALGADO, PRECIOUS OLIVIA

		Company: 0LM28 - BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES	
Pay Date:	12/23/2022	DBA: LIFESTREAM	Emp #: [REDACTED]
Period Start:	12/04/2022	PO BOX 1429	Dept: 168 - Flex Team
Period End:	12/17/2022	SAN BERNARDINO CA 92402 (909) 885-6503	Pay Basis: Hourly

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 aggrieved 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; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they 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). At all relevant times, and in violation of Labor Code section 1174(d), BLOOD BANK willfully failed to maintain accurate payroll records for Ms. Salgado 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 and improperly rounding Ms. Salgado's and other aggrieved employees' total hours 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, BLOOD BANK 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 stop times for Ms. Salgado and other aggrieved employees, in violation of section 1198. Also, in light of BLOOD BANK's failure to provide Ms. Salgado and other aggrieved employees with second 30-minute meal periods to which they were entitled, BLOOD BANK kept no records of meal start and end times for second meal periods.

Because BLOOD BANK failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Salgado 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. Salgado 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. Salgado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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, BLOOD BANK failed to pay Ms. Salgado 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. Salgado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

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.

BLOOD BANK willfully failed to pay Ms. Salgado and other aggrieved employees who are no longer employed by BLOOD BANK 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 BLOOD BANK's employ.

Ms. Salgado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11040(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

BLOOD BANK’s California donor centers and mobile sites are generally similar in their layout and design and there was, and continues to be, space at or near blood draw stations to allow for the presence and use of a seat or stool by other Ms. Salgado and aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. BLOOD BANK could provide Ms. Salgado and other aggrieved employees with a seat or stool at its blood draw stations, but instead denies employees seating and forces Ms. Salgado and other aggrieved employees to stand throughout the day.

Ms. Salgado and other aggrieved employees spent a substantial portion of their day at these blood draw stations. The nature of the work of an employee performing blood drawing duties at blood draw stations can reasonably be accomplished from a seated position. However, as set forth herein, BLOOD BANK systematically, and on a company-wide basis, does not provide seats or stools at or near the blood draw stations, forcing Ms. Salgado and other aggrieved employees to stand throughout their work shifts.

BLOOD BANK violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(14)(A) because Ms. Salgado and other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. BLOOD BANK’s management did not inform Ms. Salgado and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of BLOOD BANK’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. Salgado and other aggrieved employees were forced to stand during shifts and denied seats. BLOOD BANK’s

failure to provide suitable seating to Ms. Salgado and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 4-2001, subdivision 14(A).

Ms. Salgado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring BLOOD BANK into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen the employer requires the use of tools or equipment or they are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft."

During the relevant time period, BLOOD BANK, on a company-wide basis, required that Ms. Salgado and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses throughout their entire employment. For example, Ms. Salgado and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls or text messages from management regarding work-related issues. Specifically, Ms. Salgado used her personal cellular phone to respond to calls or text messages from her managers regarding tasks that needed to be completed during the upcoming shift and any last-minute changes to the schedule. Further, Ms. Salgado was required to download a "Paycom" mobile application on her personal mobile device which she used to review her timesheets and hours worked. As a further example, Ms. Salgado was required to download a "SAP Concur" mobile application on her personal mobile device which she used to record mileage for the purpose of reimbursement. Finally, Ms. Salgado used her personal cellular phone for GPS navigation when traveling to various mobile sites for her shifts. Although BLOOD BANK required Ms. Salgado and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, BLOOD BANK failed to reimburse them for these costs until approximately November 2022.

BLOOD BANK could have provided Ms. Salgado and other aggrieved employees with the actual supplies for use on the job, such as company mobile devices, or BLOOD BANK could have reimbursed employees for their mobile device usage. Instead, BLOOD BANK passed these operating costs off onto Ms. Salgado and other aggrieved employees. At all relevant times, Ms. Salgado did not earn at least two (2) times the minimum wage.

Thus, BLOOD BANK had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Salgado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

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.

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

Ms. Salgado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

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." BLOOD BANK, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Salgado's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Salgado 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), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Salgado, 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 BLOOD BANK for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Salgado 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 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "Ninel", is placed over a light gray rectangular background.

Ninel Kocharyan

Copy: BLOOD BANK OF SAN BERNARDINO AND RIVERSIDE COUNTIES (via U.S. Certified Mail)

Capstone Law, APC
 1875 Century Park, East, 1000
 Los Angeles, CA. 90067

CERTIFIED MAIL



7022 2410 0000 2406 4633

**BLOOD BANK OF SAN BERNARDINO
 AND RIVERSIDE COUNTIES
 384 W. ORANGE SHOW ROAD
 SAN BERNARDINO, CA 92408**

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**BLOOD BANK OF SAN BERNARDINO
 AND RIVERSIDE COUNTIES
 384 W. ORANGE SHOW ROAD
 SAN BERNARDINO, CA 92408**

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee
X

B. Received by (Printed Name) C. Date of Delivery

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



9590 9402 7690 2122 7171 12

2. X-Barcode (Available from service agent)

7022 2410 0000 2406 4633

Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	
☐ Restricted Delivery	

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

Domestic Return Receipt

7022 2410 0000 2406 4633

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only**

OFFICIAL USE

For delivery information, visit our website at www.usps.com

1. Certified Mail Fee \$
 2. Signature & Return Receipt fee, add fee as appropriate \$
 3. Signature Receipt (optional) \$
 4. Signature Receipt (optional) \$
 5. Signature Receipt (optional) \$
 6. Signature Receipt (optional) \$

**BLOOD BANK OF SAN BERNARDINO
 AND RIVERSIDE COUNTIES
 384 W. ORANGE SHOW ROAD
 SAN BERNARDINO, CA 92408**

SAN BERNARDINO
 BLOOD BANK

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**BLOOD BANK OF SAN BERNARDINO
AND RIVERSIDE COUNTIES
384 W. ORANGE SHOW ROAD
SAN BERNARDINO, CA 92408**



9590 9402 7690 2122 7171 12

2 Article Number (Transfer from service label)

7022 2410 0000 2406 4833

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3/3

D. 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

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

1 Restricted Delivery

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Domestic Return Receipt