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

DENISE WILLIAMS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED CLINICAL LLC, an Illinois
limited liability company; ADVANCED
RESOURCES, L.L.C., a California limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21-CIV-03494

*(Assigned to the Honorable Nancy L. Fineman,
Dept. 4, for all purposes)*

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR:**

**(1) VIOLATION OF THE PAGA, LABOR
CODE § 2698, ET SEQ.**

DEMAND OVER \$25,000.00

1 Plaintiff Denise Williams (“Plaintiff”) hereby submits this First Amended Representative
2 Action Complaint (“Complaint”) against Defendants Advanced Clinical LLC, Advanced
3 Resources, L.L.C., and Does 1 through 50 (collectively, “Defendants”), on behalf of herself and all
4 other similarly situated current and former employees of Defendants for penalties for failure to
5 provide off-duty rest breaks, failure to provide accurate itemized wage statements, and failure to
6 reimburse business expenses, in violation of the California Labor Code, as follows:

7 **INTRODUCTION**

8 1. This representative action is within the Court’s jurisdiction under California Labor
9 Code §§ 201-203, 226, 226.7, 2802, and 2698, *et seq.*, and the applicable Wage Orders of the
10 California Industrial Welfare Commission (“IWC”).

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against individuals who worked for Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
14 and severally, have acted intentionally and with deliberate indifference and conscious disregard to
15 the rights of all employees by failing to provide off-duty rest breaks, failing to provide accurate
16 itemized wage statements, and failing to reimburse business expenses to its employees.

17 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
18 engaged in, among other things a system of willful violations of the California Labor Code by
19 creating and maintaining policies, practices, and customs that knowingly deny employees the above
20 stated rights and benefits.

21 5. The policies, practices and customs of Defendants described above and below have
22 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
23 routinely adhere to the strictures of the California Labor Code.

24 **JURISDICTION AND VENUE**

25 6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-
26 203, 226, 226.7, 2802, and 2698, *et seq.*, and the applicable Wage Orders.

27 7. Venue is proper in San Mateo County because Plaintiff worked for Defendants in
28 San Mateo County.

PARTIES

8. Plaintiff was employed by Defendants as a medical technician from in or about September 2020, to on or about March 15, 2021. Throughout her employment with Defendants, Plaintiff worked as an hourly, non-exempt employee.

9. During her employment with Defendant, Plaintiff routinely worked shifts lasting three and one-half (3.5) hours or more.

10. Plaintiff was and is the victims of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201-203, 226, 226.7, 2802, and 2698, *et seq.*, and the applicable IWC Wage Orders.

11. Plaintiff is informed and believes, and based thereon alleges, that Defendant Advanced Clinical LLC was and is an Illinois limited liability company doing business in the State of California, and in the County of San Mateo. Plaintiff is informed and believes, and based thereon alleges, that Defendant Advanced Clinical LLC provides clinical staffing and consultation support to pharmaceutical companies in the State of California.

12. Plaintiff is informed and believes, and based thereon alleges, that Defendant Advanced Resources, L.L.C. was and is a California limited liability company doing business in the State of California, and in the County of San Mateo. Plaintiff is informed and believes, and based thereon alleges, that Defendant Advanced Resources, L.L.C. provides staffing and consulting services for companies in the State of California.

13. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant Advanced Clinical LLC, Defendant Advanced Resources, L.L.C., and Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code.

14. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this

1 complaint when the true names and capacities are known. Plaintiff is informed and believes and
2 based thereon alleges that each of said fictitious defendants was responsible in some way for the
3 matters alleged herein and proximately caused Plaintiff and other employees to be subject to the
4 illegal employment practices, wrongs and injuries complained of herein.

5 15. At all times herein mentioned, each defendant participated in the doing of the acts
6 hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and
7 each of them, were the agents, servants and employees of each of the other defendants, as well as
8 the agents of all Defendants, and at all times herein mentioned, were acting within the course and
9 scope of said agency and employment.

10 16. Plaintiff is informed and believes, and based thereon alleges, that at all times
11 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
12 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
13 the course and scope of such agency, employment, joint venture, or concerted activity. To the
14 extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
15 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
16 Defendants.

17 17. At all times herein mentioned, Defendants, and each of them, were members of, and
18 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
19 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

20 18. At all times herein mentioned, the acts and omissions of various Defendants, and
21 each of them, concurred and contributed to the various acts and omissions of each and all of the
22 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
23 herein mentioned, Defendants, and each of them, ratified each and every act or omission
24 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
25 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
26 damages as herein alleged.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

3 **(THE PRIVATE ATTORNEYS GENERAL ACT)**

4 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

5 19. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
6 fully set forth herein.

7 20. Plaintiff brings this cause of action as a proxy for the State of California and in this
8 capacity, seeks penalties on behalf of all Aggrieved Employees from June 1, 2020, through the
9 present, for Defendants' violations of Labor Code §§ 201-203, 226.7, and 2802, arising from
10 Defendants' failure to: (a) provide proper off-duty rest breaks, or provide rest period premium
11 compensation in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (b) provide
12 accurate itemized wage statements, in violation of Labor Code § 226(a); and (c) reimburse business
13 expenses, in violation of Labor Code § 2802.

14 21. Labor Code § 226.7 requires an employer to provide a duty-free, 10-minute rest
15 period for every 4 hours worked, or major fraction thereof. Plaintiff and other Aggrieved
16 Employees regularly worked shifts of three and one-half (3.5) hours or more per day, and
17 accordingly had a right to take a 10-minute rest period each day. In addition, Plaintiff and other
18 Aggrieved Employees who worked shifts of seven and one-half (7.5) hours or more per day had a
19 right to take a second 10-minute rest period.

20 22. Specifically, Defendants violated Labor Code § 226.7 by failing to provide off-duty
21 rest breaks to Plaintiff and Aggrieved Employees. As a pattern and practice, Defendants suffered
22 and permitted Plaintiff and Aggrieved Employees to work through legally required rest breaks and
23 denied Plaintiff and Aggrieved Employees the opportunity to take off-duty rest breaks.
24 Specifically, due to staffing issues, Plaintiff and Aggrieved Employees were required to continue
25 working throughout their shifts as there were no other employees to take over their shifts. As a
26 result, Plaintiff and Aggrieved Employees remained on-duty during these rest breaks and were not
27 paid the premium compensation for missed and/or on-duty rest breaks pursuant to California law.

28 23. Given that Defendants owe unpaid premium compensation for missed rest breaks to

1 Plaintiff and Aggrieved Employees, Plaintiff and Aggrieved Employees did not receive all of their
2 earned wages upon termination of employment. Thus, this violates Labor Code §§ 201-203 as
3 Defendants have failed to pay all wages owed upon separation of employment.

4 24. As another violation, Defendants also violated Labor Code § 2802, which provides
5 that employees are entitled to be indemnified for expenses and losses in discharging the duties of
6 their employers. At all relevant times herein, Defendants regularly failed to reimburse and
7 indemnify Plaintiff and Aggrieved Employees for business expenses necessary for the discharge of
8 their duties. Specifically, Defendants failed to pay Plaintiff and Aggrieved Employees for work-
9 related expenses, including without limitation, the costs incurred with the use of personal cell
10 phones. Plaintiff and Aggrieved Employees were required to use their personal cell phones to
11 download a mobile application, communicate with coworkers, check e-mails, and keep track of
12 their work hours on said mobile application. However, the costs that Plaintiff and Aggrieved
13 Employees incurred in connection with the use of the personal cell phones for work-related
14 purposes were not reimbursed by Defendants.

15 25. Lastly, Defendants failed in their affirmative obligation to provide accurate itemized
16 wage statements in violation of Labor Code § 226(a). Labor Code § 226(a) requires employers to
17 provide itemized wage statements to its employees that identify accurate information, including
18 without limitation, total hours worked by the employee, gross wages earned, net wages earned, and
19 an employee identification number and/or the last four digits of their Social Security number.

20 26. Here, Plaintiff and Aggrieved Employees were not provided accurate itemized wage
21 statements that listed the requirements under Labor Code § 226(a). In particular, as a result of the
22 rest period violations alleged above, the wage statements issued to Plaintiff and Aggrieved
23 Employees failed to identify the gross wages earned, net wages earned, and total hours worked.

24 27. As a separate independent violation of Labor Code § 226(a), the wage statements
25 issued to Plaintiff and Aggrieved Employees also failed to identify any employee identification
26 number and/or the last four digits of their Social Security number, in violation of Labor Code §
27 226(a)(7).

28 28. Pursuant to the PAGA, on or about June 1, 2021, Plaintiff sent written notice to the

California Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-203, 226(a), 226.7, and 2802.

29. On July 7, 2021, Defendant Advanced Clinical LLC submitted to the LWDA a Notice of Cure regarding its purported attempts to cure its wage statement violations under Labor Code § 226(a)(7). Plaintiff submitted a letter disputing Defendant Advanced Clinical LLC’s attempts to cure said violations on July 21, 2021.

30. On August 6, 2021, the LWDA provided notice to Plaintiff of its cure dispute decision. Specifically, the LWDA found that there has not been a cure with respect to Defendants’ violations of Labor Code § 226(a)(7), as violations of Section 226(a)(7) are not curable under the PAGA cure provisions. As such, pursuant to Labor Code § 2699.3, Plaintiff may proceed with her PAGA claim to seek penalties for Defendants’ violations of Labor Code § 226(a)(7).

31. Thus, pursuant to the PAGA, Plaintiff can seek recovery of any and all applicable civil penalties for Defendants’ violations of Labor Code §§ 201-203, 226(a), 226.7, and 2802 described above, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

1. WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

2. Upon the First Cause of Action, for the full amount of civil penalties according to the PAGA, California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys’ fees; and

3. For such other and further relief the Court may deem just and proper.

DATED: August 13, 2021

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Kwanporn “Mai” Tulyathan

Attorneys for Plaintiff and Aggrieved Employees

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On August 13, 2021, I served the following document(s) described as: **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

Julie Y. Zong Julie.zong@jacksonlewis.com Jackson Lewis P.C. 50 California Street, 9 th Floor San Francisco, California 94111 <i>Attorneys for Defendant Advanced Clinical LLC</i>	San Mateo Superior Court complexcivil@sanmateocourt.org <i>Via Electronic Mail Only</i>
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 X BY MAIL: by placing _____ the original or X a true and correct copy thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the attached mailing list. I am readily familiar with the firm's practice for collection and processing of correspondence and other materials for mailing with the United States Postal Service. On this date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for collection and mailing on this date at the address above following our office's ordinary business practices. The envelope(s) will be deposited with the United States Postal Service on this date, in the ordinary course of business.

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 13, 2021, at Los Angeles, California.



Erika Mejia