

FILED
Superior Court Of California,
Sacramento
09/15/2021
rsanmiguel
By _____, Deputy
Case Number:
34-2021-00306024

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
333 University Ave, Suite 200
Sacramento, California 95825
Telephone: (916) 588-0683

Attorneys for Plaintiff and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RAJVEER KAUR, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TRIDENTCARE; TRIDENT HOLDING
COMPANY, LLC, a Delaware limited
liability company; KAN DI KI, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2021-00306024

FIRST AMENDED COMPLAINT FOR:

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

Complaint Filed: August 10, 2021
Trial Date: Not Set

1 Plaintiff Rajveer Kaur (“Plaintiff”), hereby submits this First Amended Complaint
2 against Defendant TridentCare (“Defendant”), Trident Holding Company, LLC, Kan Di Ki, LLC
3 and Does 1-50 (hereinafter collectively referred to as “Defendants”), on behalf of herself, the
4 State of California, and aggrieved employees of Defendants for violations of the California
5 Labor Code, as follows:

6 **INTRODUCTION**

7 1. This representative action is within the Court’s jurisdiction under California
8 Labor Code section 2698, *et seq.* and the applicable Wage Orders of the California Industrial
9 Welfare Commission (“IWC”).

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against employees of Defendants.

12 3. Plaintiff is informed and believes and based thereon alleges that Defendants
13 jointly and severally have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by: (a) failing to reimburse employees for all work-
15 related expenses;(b) failing to provide timely and uninterrupted meal and rest periods; (c) failing
16 to provide accurate itemized wage statements; and (d) failing to pay all final wages upon
17 separation of employment.

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

22 **JURISDICTION AND VENUE**

23 5. The Court has jurisdiction over the violations of the California Labor Code
24 section 2698, *et seq.* and the applicable IWC Wage Orders.

25 6. Venue is proper in Sacramento County because Plaintiff worked for Defendant in
26 Antelope, California.

27 **PARTIES**

28 7. Plaintiff worked for Defendant a mobile phlebotomist during the approximate

1 period of January 2021 to July 8, 2021. Plaintiff was a non-exempt employee.

2 8. Plaintiff was and is the victim of the policies, practices, and customs of Defendant
3 complained of in this action in ways that have deprived her of the rights guaranteed by California
4 Labor Code section 2698 *et seq.* and the applicable IWC Wage Orders.

5 9. Plaintiff is informed and believes and based thereon alleges that Defendant
6 TridentCare was and is an entity that does business in California, including in Sacramento
7 County.

8 10. Plaintiff is informed and believes and based thereon alleges that Defendant
9 Trident Holding Company, LLC was and is a Delaware limited liability company that does
10 business in California, including in Sacramento County.

11 11. Plaintiff is informed and believes and based thereon alleges that Defendant Kan
12 Di Ki, LLC was and is a California limited liability company that does business in California,
13 including in Sacramento County.

14 12. Plaintiff is informed and believes and based thereon alleges that at all times herein
15 mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and
16 partnerships, licensed to do business and actually doing business in the State of California.

17 13. As such, and based upon all the facts and circumstances incident to Defendants'
18 business in California, Defendants are subject to California Labor Code section 2698 *et seq.* and
19 the applicable IWC Wage Orders.

20 14. Plaintiff does not know the true names or capacities, whether individual, partner
21 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
22 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
23 complaint when the true names and capacities are known. Plaintiff is informed and believes and
24 based thereon alleges that each of said fictitious defendants were responsible in some way for the
25 matters alleged herein and proximately caused Plaintiff and other aggrieved employees to be
26 subject to the illegal employment practices, wrongs and injuries complained of herein.

27 15. At all times herein mentioned, each of said Defendants participated in the doing
28 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the

1 Defendants, and each of them, were the agents, servants and employees of each of the other
2 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
3 acting within the course and scope of said agency and employment.

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

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

14 18. At all times herein mentioned, the acts and omissions of various Defendants, and
15 each of them, concurred and contributed to the various acts and omissions of each and all of the
16 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
17 herein mentioned, Defendants, and each of them, ratified each and every act or omission
18 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
19 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
20 the damages as herein alleged.

21 **FIRST CAUSE OF ACTION**

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

23 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,**
24 **AGAINST ALL DEFENDANTS)**

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

27 20. Plaintiff brings this cause of action as a proxy for the State of California and in
28 this capacity, seeks penalties on behalf of all Aggrieved Employees from July 14, 2020, through

the present, for Defendant's violations of Labor Code sections 201, 202, 203, 226, 226.7, 512, and 2802, arising from Defendant's policy and practice of: (a) failing to reimburse Aggrieved Employees for all work-related expenses, in violation of Labor Code section 2802; (b) failing to provide timely and uninterrupted meal periods to Aggrieved Employees, in violation of Labor Code sections 226.7 and 512; (c) failing to provide timely and uninterrupted rest periods to Aggrieved Employees, in violation of Labor Code section 226.7; (d) failing to provide accurate itemized wage statements o Aggrieved Employees, in violation of Labor Code section 226(a); and (e) failing to pay all final wages upon separation of employment to Aggrieved Employees, in violation of Labor Code sections 201, 202, and 203.

21. Defendant, as a matter of policy and practice, failed to reimburse and indemnify Plaintiff and other Aggrieved Employees for business expenses necessary for the discharge of their duties, in violation of Labor Code section 2802. Defendant required that mobile phlebotomists use their personal vehicles for work related purposes. However, as matter of policy and practice, Defendant failed to reimburse or indemnify these employees for all mileage expenses. More specifically, Defendant reimbursed mobile phlebotomists at a rate of forty-two cents per mile, which was not sufficient to cover all vehicle-related expenses. Additionally, Defendant deducted and/or disallowed reimbursement of forty miles driven on a daily basis.

22. Defendant, as a matter of policy and practice, failed in its affirmative obligation to ensure that Plaintiff and other Aggrieved Employees had the opportunity to take and were provided with off-duty meal rest periods in accordance with the mandates of California Labor Code sections 226.7 and 512, and the applicable IWC Wage Order. Pursuant to Defendant's policy, mobile phlebotomists were required to keep their employer-issued cell phone on and with them at all times, including during meal and rest periods. Defendant further required that mobile phlebotomists respond to work-related calls from dispatch, regardless of whether they were taking a break. As such, Aggrieved Employees were suffered and permitted to work through legally required meal/rest breaks and were denied the opportunity to take their full off-duty meal/rest breaks because they remained under Defendant's control by virtue of having to remain in contact with their supervisors and others. Defendant is responsible for paying premium

1 compensation for missed meal and rest periods pursuant to Labor Code sections 226.7 and 512,
2 and the applicable IWC Wage Order. Defendant, as a matter of corporate policy and procedure,
3 regularly failed to pay such premium compensation to Plaintiff and Aggrieved Employees.

4 23. As a result of the nonpayment of meal/rest period premiums, the wage statements
5 provided to Plaintiff and Aggrieved Employees displayed inaccurate rates of pay, and net and
6 gross wages earned.

7 24. On or about July 14, 2021, Plaintiff sent written notice to the California Labor &
8 Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code 201, 202,
9 203, 226, 226.7, 512, and 2802, pursuant to Labor Code § 2698, *et seq.* To date, the LWDA has
10 not responded to Plaintiff's written notice.

11 25. As such, pursuant to Labor Code section 2699(a), Plaintiff will seek recovery of
12 any and all applicable civil penalties for Defendants' violation of Labor Code sections 201, 202,
13 203, 226, 226.7, 512, and 2802, for the time period described above, on behalf of herself and
14 other Aggrieved Employees.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others
17 that this suit is brought against Defendants, jointly and severally, as follows:

18 1. Upon the First Cause of Action, for penalties pursuant to California Labor Code
19 sections 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

20 2. On all causes of action for attorneys' fees and costs as provided by California
21 Labor Code sections 218.5 and 2698, *et seq.*, and Code of Civil Procedure section 1021.5; and

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

23 DATED: September 15, 2021

DIVERSITY LAW GROUP, P.C.

24
25 By: 

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

Attorneys for Plaintiff and Aggrieved Employees

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5]ss.
6 COUNTY OF LOS ANGELES]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On September 15, 2021, I served the following document(s) described as: **FIRST
AMENDED COMPLAINT** on the interested parties in this action as follows:

11 TridentCare *Agent for Service of Process*
12 c/o C T Corporation System
13 330 N. Brand Blvd., Suite 700
Glendale, CA 91203

14 Trident Holding Company, LLC *Agent for Service of Process*
15 c/o C T Corporation System
16 330 N. Brand Blvd., Suite 700
Glendale, California 91203

17 Kan Di Ki, LLC *Agent for Service of Process*
18 c/o C T Corporation System
19 330 N. Brand Blvd., Suite 700
Glendale, CA 91203

20 Jason E. Murtagh *Attorneys for Defendants TridentCare, Trident*
21 Komal Jain *Holding Company, LLC, and Kan Di Ki, LLC*
22 Buchanan Ingersoll & Rooney LLP
One America Plaza
23 600 W. Broadway, Suite 1100
San Diego, CA 92101

24 X BY MAIL: by placing _____ the original or X a true and correct
25 copy thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the
26 attached mailing list. I am readily familiar with the firm's practice for collection and processing
27 of correspondence and other materials for mailing with the United States Postal Service. On this
28 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.

1 I declare under penalty of perjury under the laws of the State of California that the
2 above is true and correct. Executed on September 15, 2021, at Los Angeles, California.
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Linda Lee
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