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Electronically FILED by
Superior Court of California,
County of Los Angeles
11/07/2025 12:13 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorneys for Plaintiff
**KALWANT SINGH AND
GURWEL SINGH**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KALWANT SINGH, an individual; and
GURWEL SINGH, an individual

Plaintiff,

vs.

M & M SECURITY SOLUTIONS INC., a
California Corporation; MUHAMMAD
RIZWAN MEMON aka MUHAMMAD
REHAN MEMON aka MUHAMMAD R.
MEMON, an individual; and DOES 1 through
50, inclusive,

Defendants.

CASE NO: **25STCV32581**

COMPLAINT FOR DAMAGES:

- 1. FAILURE TO PAY MINIMUM WAGES**
- 2. FAILURE TO PAY OVERTIME WAGES**
- 3. FAILURE TO PROVIDE MEAL PERIODS**
- 4. FAILURE TO PROVIDE REST PERIODS**
- 5. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**
- 6. WAITING TIME PENALTIES**
- 7. FAILURE TO PROVIDE PERSONNEL AND PAYROLL RECORDS**
- 8. UNFAIR BUSINESS PRACTICES (BUS. & PROF. CODE § 17200)**
- 9. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
- 10. RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**

**11. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (“PAGA”)**

[AMOUNT DEMANDED EXCEEDS
\$35,000.00]

DEMAND FOR JURY TRIAL

**I.
PARTIES**

1. Plaintiff Kalwant Singh (“Plaintiff KALWANT”) is an individual residing in the State of California, County of Los Angeles. Plaintiff Kalwant was employed by Defendant M & M SECURITY SOLUTIONS INC. as a non-exempt security guard in Los Angeles County, California.

2. Plaintiff Gurwel Singh (“Plaintiff GURWEL”) is an individual residing in the State of California, County of Los Angeles. Plaintiff Gurwel was employed by Defendant M & M SECURITY SOLUTIONS INC. as a non-exempt security guard in Los Angeles County, California.

3. Defendant M & M SECURITY SOLUTIONS INC. (“Defendant M&M”) is a California corporation doing business in Los Angeles County, employing Plaintiffs and other similarly situated employees.

4. Defendants MUHAMMAD RIZWAN MEMON aka MUHAMMAD REHAN MEMON aka MUHAMMAD R. MEMON (“Memon”) is an officer, directors and managing agents of Defendant M&M, who had control over wages, hours, and working conditions, and are therefore individually liable under Labor Code § 558.1.

Doe defendants:

5. Plaintiffs are ignorant of the true names and capacities of defendants sued herein as DOES 1 through 50, inclusive, and therefore sue these defendants by such fictitious names and capacities. Plaintiff will amend this Complaint to show their true names and capacities when they have been ascertained. Plaintiff is informed and believes and thereon allege that at all times relevant, Defendants, and each of these fictitiously named DOE defendants either owned, controlled, or managed the business for which Plaintiff worked and/or who directly or indirectly exercised operational control over the wages, hours, and working conditions of Plaintiff. These DOES held ownership, officer, director and/or executive positions with the remaining Defendants, and acted on behalf of the remaining Defendants, which included decision-making responsibility for, and establishment of, illegal payroll practices and policies for Defendants which have damaged Plaintiff and others similarly situated. Therefore, DOES 1 through 25, in addition to the remaining Defendants, are “employers” as a matter of law and personally liable on the causes of action alleged herein.

6. Plaintiffs are informed and believe, and on that basis allege, that Defendants DOES 1 through 50 are, and at all times relevant hereto were, persons, corporations or other business entities organized and existing under and by virtue of the laws of the State of California, and are/were qualified to transact and conduct business in the State of California, and did transact and conduct business in the State of California, and are thus subject to the jurisdiction of the State of California. Specifically, DOES 1 through 50 maintain offices, operate businesses, employ persons, conducts business in, and illegally pay employees by illegal payroll practices and policies in Santa Clara County.

7. Plaintiffs are informed and believe, and on that basis allege, that each of the

1 fictitiously named defendants aided and assisted the named defendants in committing the wrongful
2 acts alleged herein, and that Plaintiffs' damages were proximately caused by each defendant.

3 8. Plaintiffs are informed and believe, and on that basis allege, that at all times herein
4 mentioned, one or more of each named and/or unnamed defendant(s) was in some fashion, by
5 contract or otherwise, the successors, assigns, joint venturers, co-venturers or partners of one or
6 more of the remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting
7 within that capacity.

8 9. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
9 mentioned, one or more of each unnamed defendant(s) was in some fashion, by contract or
10 otherwise, the assured, insured, indemnitor, guarantor of one or more of the remaining named
11 and/or unnamed defendant(s) for the acts alleged herein and was acting within that capacity.

12 10. Plaintiffs are informed and believe, and on that basis allege, that each of the
13 defendants sued under fictitious names is in some manner responsible for the wrongs and damages
14 alleged below, in so acting was functioning as the agent, servant, partner, and employee of the co-
15 defendants, and in taking the actions mentioned below was acting within the course and scope of
16 his or her authority as such agent, servant, partner, and employee, with the permission and consent
17 of the co-defendants.

18 *Relationship of defendants:*

19 11. All defendants compelled, coerced, aided, and/or abetted the violations alleged in
20 this Complaint, which conduct is prohibited under California Labor Code and applicable IWC
21 Wage Order. All defendants were responsible for the events and damages alleged herein, including
22 on the following bases: (a) defendants committed the acts alleged; (b) at all relevant times, one or

1 more of the defendants was the agent or employee, and/or acted under the control or supervision,
2 of one or more of the remaining defendants and, in committing the acts alleged, acted within the
3 course and scope of such agency and employment and/or is or are otherwise liable for plaintiffs'
4 damages; (c) at all relevant times, there existed a unity of ownership and interest between or among
5 two or more of the defendants such that any individuality and separateness between or among
6 those defendants has ceased, and defendants are the alter egos of one another. Defendants exercised
7 domination and control over one another to such an extent that any individuality or separateness
8 of defendants does not, and at all times herein mentioned did not, exist. Adherence to the fiction
9 of the separate existence of defendants would permit abuse of the corporate privilege and would
10 sanction fraud and promote injustice. All actions of all defendants were taken by employees,
11 supervisors, executives, officers, and directors during employment with all defendants, were taken
12 on behalf of all defendants, and were engaged in, authorized, ratified, and approved of by all other
13 defendants.

14 *Alter Ego:*

15 12. Plaintiffs are informed and believe, and thereon alleges, that Defendant MEMON
16 dominated, controlled, and operated Defendant M&M as mere instrumentalities to advance his
17 personal interests. Defendant MEMON exercised complete control over the finances, policy, and
18 business practices of the Defendant M&M, such that recognition of the separate corporate
19 existence would sanction a fraud and promote injustice.

20 13. Plaintiffs are informed and believe, and thereon allege, Defendant MEMON
21 personally benefitted from the misuse of the corporate entities by diverting assets,
22 undercapitalizing the companies, and using them as mere shells to avoid liability for his own
23 wrongful conduct. Defendant M&M was inadequately capitalized, failed to segregate assets, and

1 was used to perpetuate a scheme to shield Individual Defendants from liability.

2 14. Plaintiffs are informed and believe, and on that basis allege, that at all times relevant
3 herein, Defendant M&M, Defendant MEMON and some of Does 1 through 50 were the agents,
4 employees, and/or servants, masters, or employers of the remaining DOES 1 through 50, and in
5 doing the things herein alleged, were acting within the course and scope of such agency or
6 employment, and with the approval and ratification of each of the other Defendants.

7 15. Plaintiffs are informed and believe, and on that basis allege, that at all times herein
8 mentioned, one or more of each named and/or unnamed defendant(s) was the alter-ego of one or
9 more of the remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting
10 for their own benefit and/or the benefit of one or more of the remaining named and/or unnamed
11 defendant(s).

12 16. Accordingly, Plaintiffs allege that Defendant M&M, Defendant MEMON, as well
13 as DOES 1 through 50, are the alter egos of one another and are jointly and severally liable for the
14 obligations alleged herein.

15 17. Defendant M&M, Defendant MEMON, as well as DOES 1 through 50, are
16 hereinafter collectively referred to as "DEFENDANTS".

17 II.

18 JURISDICTION AND VENUE

19 18. Jurisdiction is proper in this court by virtue of the California statutes, decisional
20 law, and regulations, and the local rules under the Los Angeles County Superior Court Rules

21 19. Jurisdiction and venue in this county and division is proper because the events
22 giving rise to each and every of the following causes of action, which are described below, occurred

1 within this judicial district in the State of California. Furthermore, the relief sought through this
2 Complaint is within the jurisdiction of this Court because the damages are more than \$35,000.00.

3 20. Venue is proper in the Central Justice Center of the Los Angeles County Superior
4 Court pursuant to Code of Civil Procedure §395(a) and 395.5, because at least some of the acts
5 complained of herein occurred in the County of Los Angeles.

6 **III.**

7 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

8 21. Plaintiff KALWANT was employed by Defendants from approximately September
9 19, 2023 through approximately February 3, 2025 as a non-exempt hourly security guard.

10 22. Plaintiff GURWEL was employed by Defendants from approximately September
11 19, 2023 through approximately May 2, 2025 as a non-exempt hourly security guard.

12 23. During their employment with Defendants, Plaintiff's were security guards at a
13 motel located at 1919 W. Artesia Blvd., Compton, CA 90220.

14 24. During their employment, Plaintiffs were supervised by Riman, [last name
15 unknown]

16 25. Plaintiffs were not provided with a copy of Defendants' handbook.

17 26. Throughout their employment, Plaintiffs were regularly required to work over 8
18 hours in one day and/or over 40 hours in one week.

19 27. Throughout their employment, Plaintiffs work schedule was as follows:

20 a. Monday- Friday: 3:00 p.m. to 6:30 a.m.

21 b. Friday: 3:30 p.m. to 6:30 a.m. on Monday

28. Throughout their employment, Plaintiffs were required to remain on-call throughout their shifts. Plaintiff were required to show themselves on the security camera every hour.

29. Throughout their employment, Defendants failed to pay Plaintiffs the lawful minimum wage, failed to pay overtime and double-time premiums.

30. Throughout their employment, Plaintiffs were not provided lawful meal or rest breaks,

31. Throughout their employment, Plaintiffs were not provided accurate wage statements.

32. Furthermore, Plaintiffs were terminated in retaliation after complaining about these unlawful practices.

33. At the time of separation on or about January 1, 2023, Defendants failed to pay Plaintiffs all earned wages, including unpaid overtime, minimum wages, and premium pay for missed meal and rest breaks. Defendants' conduct gives rise to waiting time penalties under Labor Code §§ 201–203.

III.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants and DOES 1 through 50 Inclusive)

34. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

35. At all relevant times, Plaintiffs were employees of Defendants covered by Labor

Code sections 1197, 1199, and applicable Wage Orders.

36. Labor Code section 1197 provides that the minimum wage for employees fixed by the Industrial Welfare Commission (“IWC”) is the minimum wage to be paid to employees, and payment of a wage less than the minimum is unlawful. Labor Code section 1199 makes it a violation of law for an employer to pay less than the applicable minimum wage.

37. California Labor Code § 1194(a) provides: [A]ny employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

38. Throughout their employment, Defendants systematically underreported hours on Plaintiffs’ paystubs and failed to compensate Plaintiffs for all hours worked.

39. By way of example, a paystub covering the period of February 1, 2024 through February 15, 2024 reported 159.75 hours of work, when in reality Plaintiff Kalwant Singh worked approximately 219 hours during that same period. This underreporting and underpayment resulted in wages falling below the minimum required by law.

40. As a direct and proximate result of Defendants’ failure to pay minimum wage compensation as required by law, Plaintiffs have suffered damages in an amount to be proven at trial, including unpaid minimum wages, interest, and other related losses recoverable under the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

41. In addition, pursuant to California Labor Code section 1194.2, Plaintiffs are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Defendants’ failure to pay the minimum wage was not based on a good-faith dispute or a

1 reasonable belief that their conduct complied with the law, and therefore Plaintiffs are entitled to
2 full liquidated damages in an amount to be proven at trial.

3 42. Pursuant to California Labor Code section 1194, Plaintiffs are entitled to recover
4 their reasonable attorneys' fees and costs incurred in bringing this action to recover unpaid
5 minimum wage compensation. Plaintiffs have been required to retain legal counsel to prosecute
6 this action and have thereby incurred and continue to incur attorneys' fees and costs in an amount
7 to be determined at trial.

8 43. Pursuant to California Civil Code section 3287, Plaintiffs are entitled to recover
9 pre-judgment interest on all unpaid minimum wages and related amounts from the date each
10 amount first became due and payable. Such interest continues to accrue until paid, as Defendants
11 wrongfully withheld wages that were certain and capable of calculation at the time they became
12 due.

13 44. Pursuant to Labor Code section 558.1, Defendant Memon, who is an owner,
14 director, officer, or managing agent of Defendant M&M may be held liable as the employer for
15 such violation since Plaintiffs are informed and believe and on that basis alleges that Defendants
16 Memon was acting on behalf of Defendant M&M and caused the labor codes alleged in this cause
17 of action to be violated.

18 **SECOND CAUSE OF ACTION**
19 **FAILURE TO PAY OVERTIME WAGES**
20 **(Against All Defendants and DOES 1 through 50 Inclusive)**

21 45. Plaintiffs reallege and incorporate by reference all of the allegations contained in
22 the preceding paragraphs as though fully set forth herein.

23 46. At all relevant times, Plaintiffs were employees of Defendants covered by Labor
Code sections 510, 1194, and 1199, as well as applicable Wage Orders.

1 47. Labor Code section 510 provides that:

2 a. Eight hours of labor constitutes a day's work.

3 b. Any work in excess of eight hours in one workday and any work in excess of
4 forty hours in any one workweek must be compensated at the rate of no less
5 than one and one-half times the regular rate of pay.

6 c. Any work in excess of twelve hours in one day shall be compensated at the rate
7 of no less than twice the regular rate of pay.

8 d. Any work in excess of eight hours on the seventh consecutive day of work in a
9 workweek shall be compensated at the rate of no less than twice the regular rate
10 of pay.

11 48. California Labor Code § 1194(a) provides:[A]ny employee receiving less than the
12 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
13 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
14 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

15 49. Labor Code section 1199 makes it unlawful for any employer or officer, agent, or
16 employee of an employer to pay or cause to be paid an employee a wage less than the minimum
17 fixed by applicable law, including overtime wages.

18 50. During their employment, Plaintiffs regularly worked shifts in excess of twelve (12)
19 hours per day, more than forty (40) hours per week, and on seven (7) consecutive days in a
20 workweek. Despite these extended work hours, Defendants failed to pay Plaintiffs the legally
21 required overtime and double-time premiums for such hours worked. Instead, Defendants paid
22 Plaintiffs only their regular rate of pay for all hours worked, in violation of the California Labor
23 Code and applicable Industrial Welfare Commission ("IWC") Wage Orders.

1 51. In addition, as set forth above, to the extent Defendants failed to pay Plaintiffs their
2 overtime or double-time rate of pay for hours worked that were not included in their paystubs,
3 Plaintiffs are entitled to recover all unpaid overtime and double-time wages, together with interest,
4 statutory penalties, and attorneys' fees as provided under Labor Code sections 510, 1194, and
5 1198.

6 52. As a direct and proximate result of Defendants' failure to pay overtime
7 compensation as required by law, Plaintiffs have suffered damages in an amount to be proven at
8 trial, including but not limited to unpaid overtime wages, interest, and other related losses
9 recoverable under the California Labor Code and applicable Wage Orders.

10 53. In addition, pursuant to California Labor Code section 1194.2, Plaintiffs are entitled
11 to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
12 thereon. Defendants' failure to pay overtime compensation was not based on a good faith dispute
13 or reasonable belief that their conduct complied with the law, and therefore Plaintiff is entitled to
14 full liquidated damages in an amount to be proven at trial.

15 54. Pursuant to California Civil Code section 3287, Plaintiffs are entitled to recover
16 pre-judgment interest on all unpaid wages and related amounts from the date each amount first
17 became due and payable. Such interest continues to accrue until paid, as Defendants wrongfully
18 withheld wages that were certain and capable of calculation at the time they became due.

19 55. Pursuant to California Labor Code section 1194, Plaintiffs are entitled to recover
20 attorneys' fees and costs incurred in bringing this action to recover unpaid overtime compensation.
21 Plaintiff has been required to retain legal counsel to prosecute this action and has thereby incurred
22 and continues to incur attorneys' fees and costs in an amount to be determined at the time of trial.

1 56. Pursuant to Labor Code section 558.1, Defendant Memon, who is an owner,
2 director, officer, or managing agent of Defendant M&M may be held liable as the employer for
3 such violation since Plaintiffs are informed and believe and on that basis alleges that Defendants
4 Memon was acting on behalf of Defendant M&M and caused the labor codes alleged in this cause
5 of action to be violated.

6 **THIRD CAUSE OF ACTION**
7 **FAILURE TO PROVIDE MEAL PERIODS**
8 **(Against All Defendants and DOES 1 through 50 Inclusive)**

9 57. Plaintiffs reallege and incorporate by reference all of the allegations contained in
10 the preceding paragraphs as though fully set forth herein.

11 58. At all relevant times, Plaintiffs were employees of Defendants covered by Labor
12 Code sections 226.7, 512, and applicable Wage Orders.

13 59. In California, an employer may not employ an employee for a work period of more
14 than five hours per day without providing the employee with a meal period of not less than thirty
15 minutes, except that if the total work period per day of the employee is no more than six hours, the
16 meal period may be waived by mutual consent of both the employer and employee. A second meal
17 period of not less than thirty minutes is required if an employee works more than ten hours per
18 day, except that if the total hours worked is no more than 12 hours, the second meal period may be
19 waived by mutual consent of the employer and employee only if the first meal period was not
20 waived. Labor Code Section 512.

21 60. Unless the employee is relieved of all duty during his or her thirty minute meal
22 period, the meal period shall be considered an "on duty" meal period that is counted as hours
23 worked which must be compensated at the employee's regular rate of pay.

61. If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, In. v. Bradshaw* (1995) 32 Cal.App.4th 968.

62. If an employer fails to provide an employee a meal period in accordance with an applicable IWC Order, the employer must pay one additional hour of pay at the employee's regular rate of pay for each workday that the meal period is not provided. IWC Orders and Labor Code Section 226.7

63. Throughout their employment, Defendants failed to provide Plaintiffs lawful, duty-free meal periods.

64. Pursuant to Labor Code section 226.7, Plaintiffs are entitled to one additional hour of pay per day for each workday a compliant meal period was not provided.

65. As a direct and proximate result of Defendants' failure to provide legally compliant meal periods, Plaintiffs have suffered damages in an amount to be proven at trial, including but not limited to unpaid premium wages, interest, and other related losses.

66. Pursuant to California Labor Code section 1194, Plaintiffs are entitled to recover reasonable attorneys' fees and costs incurred in bringing this action to recover unpaid meal period premiums.

67. Pursuant to California Civil Code section 3287, Plaintiffs are also entitled to recover pre-judgment interest on all unpaid meal period premiums from the date each amount first became due and payable.

68. Pursuant to Labor Code section 558.1, Defendant Memon, who is an owner,

1 director, officer, or managing agent of Defendant M&M may be held liable as the employer for
2 such violation since Plaintiffs are informed and believe and on that basis alleges that Defendants
3 Memon was acting on behalf of Defendant M&M and caused the labor codes alleged in this cause
4 of action to be violated.

5 **FOURTH CAUSE OF ACTION**
6 **FAILURE TO PROVIDE REST PERIODS**
7 **(Against All Defendants and DOES 1 through 50 Inclusive)**

8 69. Plaintiffs reallege and incorporate by reference all of the allegations contained in
9 the preceding paragraphs as though fully set forth herein.

10 70. At all relevant times, Plaintiffs were employees of Defendants covered by Labor
11 Code section 226.7 and applicable Wage Orders.

12 71. California Labor Code Section 226.7 and the Industrial Welfare Commission Wage
13 Orders require employers to authorize and permit employees to take a ten-minute rest period for
14 every four hours worked or major fraction thereof. The law also provides that if an employer fails
15 to provide this mandated rest period, they must pay the employee one hour of pay at their regular
16 rate of compensation for each workday that the break was missed.

17 72. Pursuant to Labor Code section 226.7, Plaintiffs were entitled to one additional
18 hour of pay per day for each workday a compliant rest break was not authorized or permitted.

19 73. During their employment, Defendants failed to authorize and permit Plaintiffs to
20 take duty-free, uninterrupted rest periods of at least ten (10) minutes for every four (4) hours
21 worked or major fraction thereof, as required by the applicable Industrial Welfare Commission
22 Wage Orders. Plaintiffs were required to work through their rest periods and were discouraged or
23 prevented from taking rest breaks due to Defendants' scheduling practices, staffing shortages, and

workload demands.

74. As a direct and proximate result of Defendants' failure to authorize and permit legally compliant rest periods, Plaintiffs have suffered damages in an amount to be proven at trial, including but not limited to unpaid premium wages, interest, and other related losses.

75. Pursuant to California Labor Code section 1194, Plaintiffs are entitled to recover their reasonable attorneys' fees and costs incurred in bringing this action to recover unpaid rest period premiums.

76. Pursuant to California Civil Code section 3287, Plaintiffs are also entitled to recover pre-judgment interest on all unpaid rest period premiums from the date each amount first became due and payable.

77. Pursuant to Labor Code section 558.1, Defendant Memon, who is an owner, director, officer, or managing agent of Defendant M&M may be held liable as the employer for such violation since Plaintiffs are informed and believe and on that basis alleges that Defendants Memon was acting on behalf of Defendant M&M and caused the labor codes alleged in this cause of action to be violated.

FIFTH CAUSE OF ACTION
FAILURE TO PROVIDE WAGE STATEMENTS
(Lab. Code §§ 226(a), 226(e), 226.3)
(Against All Defendants and DOES 1 through 50 Inclusive)

78. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

79. At all relevant times, Plaintiffs were employees of Defendants covered by Labor Code section 226.

1 80. California Labor Code section 226(a) requires employers to provide employees,
2 semimonthly or at the time of each payment of wages, with an accurate, itemized written wage
3 statement showing, among other things: (1) gross wages earned; (2) total hours worked by the
4 employee; (3) the number of piece-rate units earned and any applicable piece rate, if applicable;
5 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the
6 employee is paid; (7) the name of the employee and only the last four digits of their Social Security
7 number or employee identification number; (8) the name and address of the legal entity that is the
8 employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate.

10 81. During the relevant time period, Defendants knowingly and intentionally failed to
11 provide Plaintiffs with accurate, itemized wage statements that complied with the requirements of
12 Labor Code section 226(a). The wage statements issued to Plaintiffs omitted, among other things,
13 the total hours worked, all applicable hourly rates, overtime hours, and overtime rates.

14 82. As a result of Defendants' failure to provide accurate wage statements, Plaintiffs
15 were prevented from determining whether they were properly paid for all hours worked, including
16 overtime and premium pay. Plaintiffs have suffered injury and damages as a result of these
17 omissions, including confusion, lost time, and the need to file this action to ascertain and recover
18 unpaid wages.

19 83. Pursuant to California Labor Code section 226(e), Plaintiffs are entitled to recover
20 the greater of all actual damages or statutory penalties of fifty dollars (\$50.00) for the initial pay
21 period in which a violation occurred and one hundred dollars (\$100.00) for each subsequent pay
22 period, up to a maximum of four thousand dollars (\$4,000.00) per employee, together with costs
23 and reasonable attorneys' fees.

84. Pursuant to California Civil Code section 3287, Plaintiffs are also entitled to recover pre-judgment interest on all damages and penalties awarded for these violations from the date each amount first became due and payable.

85. Pursuant to Labor Code section 558.1, Defendant Memon, who is an owner, director, officer, or managing agent of Defendant M&M may be held liable as the employer for such violation since Plaintiffs are informed and believe and on that basis alleges that Defendants Memon was acting on behalf of Defendant M&M and caused the labor codes alleged in this cause of action to be violated.

SIXTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE UPON TERMINATION
(Lab. Code §§ 201–203)
(Against All Defendants and DOES 1 through 50 Inclusive)

86. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

87. California Labor Code sections 201 and 202 require that an employer pay all wages earned and unpaid immediately upon an employee's discharge, or within seventy-two (72) hours of an employee's resignation. California Labor Code section 203 provides that if an employer willfully fails to pay, in accordance with sections 201 or 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced, but for no more than thirty (30) days.

88. Defendants terminated Plaintiff KALWANT on or about February 3, 2025 and terminated Plaintiff GURWEL on or about May 2, 2025.

1 89. At the time of their respective terminations, Defendants willfully failed and refused
2 to pay all wages due and owing, including earned minimum wages, overtime wages, meal and rest
3 period premiums, and all other compensation required by law.

4 90. Defendants' failure to timely pay all wages due upon separation was willful,
5 intentional, and without good cause. As a direct result of Defendants' conduct, Plaintiffs have
6 suffered and continue to suffer damages, including the loss of use of earned wages.

7 91. Pursuant to California Labor Code section 203, Plaintiffs are entitled to recover
8 waiting time penalties in an amount equal to their daily rate of pay for up to thirty (30) days
9 following their respective terminations, together with interest thereon.

10 92. Pursuant to California Civil Code section 3287, Plaintiffs are also entitled to pre-
11 judgment interest on all wages and penalties unlawfully withheld from the date such amounts first
12 became due.

13 93. Pursuant to Labor Code section 558.1, Defendant Memon, who is an owner,
14 director, officer, or managing agent of Defendant M&M may be held liable as the employer for
15 such violation since Plaintiffs are informed and believe and on that basis alleges that Defendants
16 Memon was acting on behalf of Defendant M&M and caused the labor codes alleged in this cause
of action to be violated.

17 **SEVENTH CAUSE OF ACTION**
18 **FAILURE TO PROVIDE PERSONNEL AND PAYROLL RECORDS**
19 **(Lab. Code §§ 226, 1198.5)**
20 **(Against All Defendants and DOES 1 through 50 Inclusive)**

21 94. Plaintiffs reallege and incorporate by reference all of the allegations contained in
22 the preceding paragraphs as though fully set forth herein.

1 95. California Labor Code section 1198.5(a) provides that every current or former
2 employee, or their representative, has the right to inspect and receive a copy of the personnel
3 records that the employer maintains relating to the employee's performance or to any grievance
4 concerning the employee. Pursuant to subdivision (b)(1) of section 1198.5, an employer is required
5 to make such records available for inspection and provide a copy within thirty (30) calendar days
6 of a written request.

7 96. California Labor Code section 226(b) further provides that an employer must
8 permit a current or former employee, or their representative, to inspect or copy records pertaining
9 to the employee's employment, including itemized wage statements, within twenty-one (21)
10 calendar days of a written request.

11 97. In addition, California Labor Code section 432 requires employers to provide
12 employees with any document they are required to sign in relation to obtaining or holding
13 employment.

14 98. Plaintiffs, through their counsel, made written requests to Defendants for copies of
15 their personnel and payroll records pursuant to Labor Code sections 1198.5, 226, and 432. Despite
16 receiving these written requests, Defendants willfully failed and refused to produce the requested
17 records within the time required by law, and in some instances failed to produce them at all.

18 99. As a direct and proximate result of Defendants' violations of Labor Code sections
19 1198.5, 226, and 432, Plaintiffs have suffered damages, including the inability to verify the
20 accuracy of wages paid and the need to file this action to compel compliance.

21 100. Pursuant to California Labor Code sections 1198.5(k) and 226(f), each Plaintiff is
22 entitled to recover a statutory penalty of seven hundred fifty dollars (\$750.00) for each violation,
23

as well as costs and reasonable attorneys' fees incurred in seeking enforcement of their rights.

101. Plaintiffs are further entitled to injunctive relief requiring Defendants to produce all requested personnel and payroll records, together with pre-judgment interest pursuant to Civil Code section 3287 on all amounts unlawfully withheld.

EIGHTH CAUSE OF ACTION
(BUSINESS & PROFESSIONS CODE §§ 17200 ET SEQ.)
(Against All Defendants and DOES 1 through 50 Inclusive)

102. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

103. California Business and Professions Code section 17200 et seq. (the "Unfair Competition Law" or "UCL") prohibits any unlawful, unfair, or fraudulent business act or practice. The statute is written in the disjunctive, so a practice is prohibited if it is unlawful, unfair, or fraudulent.

104. The acts and practices of Defendants described herein—including but not limited to their failure to pay minimum and overtime wages, failure to provide meal and rest periods, failure to provide accurate itemized wage statements, failure to pay all wages upon separation, and failure to provide personnel and payroll records—constitute unlawful, unfair, and fraudulent business practices within the meaning of Business and Professions Code section 17200.

105. Defendants' conduct as alleged herein is "unlawful" under the UCL because it violates multiple provisions of the California Labor Code, including but not limited to sections 201, 202, 203, 204, 210, 226, 226.7, 432, 510, 512, 558, 1194, 1194.2, 1197, 1198.5, and 1198, as well as the applicable Industrial Welfare Commission Wage Orders.

106. Defendants' conduct is also "unfair" because it offends established public policy, is

1 immoral, unethical, oppressive, and substantially injurious to employees, and provides Defendants
2 with an unfair advantage over competitors who comply with California's wage-and-hour laws.

3 107. As a direct and proximate result of Defendants' unlawful and unfair business
4 practices, Plaintiffs have suffered injury in fact and have lost money and property in the form of
5 unpaid wages, unpaid premiums, and related damages.

6 108. Pursuant to Business and Professions Code section 17203, Plaintiffs seek
7 restitution of all wages and other compensation unlawfully withheld from them, and disgorgement
8 of all ill-gotten gains obtained through Defendants' unlawful and unfair business practices.

9 109. Plaintiffs further seek injunctive relief prohibiting Defendants from engaging in the
10 unlawful and unfair business practices described herein and requiring Defendants to comply with
11 all applicable Labor Code provisions and Wage Orders.

12 110. Plaintiffs also seek recovery of attorneys' fees and costs to the extent authorized by
13 Code of Civil Procedure section 1021.5, as well as pre- and post-judgment interest pursuant to
14 Civil Code section 3287.

15 **NINTH CAUSE OF ACTION**
16 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
17 **(Against All Defendants and DOES 1 through 50 Inclusive)**

18 111. Plaintiffs reallege and incorporate by reference all of the allegations contained in
19 the preceding paragraphs as though fully set forth herein.

20 112. At all relevant times, California law embodied a fundamental public policy
21 protecting employees from termination or adverse employment action in retaliation for exercising
22 their legal rights or complaining about violations of law, including but not limited to violations of
23 the California Labor Code and the Industrial Welfare Commission Wage Orders.

113. Defendants' obligations under the Labor Code—including the duties to pay all wages earned, pay overtime and minimum wages, provide meal and rest periods, and maintain accurate payroll records—reflect fundamental public policies of the State of California designed to protect the health, safety, and welfare of employees.

114. Plaintiffs engaged in protected activity by complaining to Defendants and/or their supervisors and managers about Defendants' failure to comply with California wage-and-hour laws and other unlawful employment practices.

115. After Plaintiffs made such complaints, Defendants retaliated against them by terminating their employment.

116. Plaintiffs' terminations were substantially motivated by their protected complaints regarding Defendants' violations of law. Defendants' conduct was retaliatory and in violation of California's fundamental public policy prohibiting termination of employees for opposing or reporting unlawful activity.

117. As a direct and proximate result of Defendants' wrongful conduct, Plaintiffs have suffered and continue to suffer loss of earnings and employment benefits, emotional distress, humiliation, mental anguish, and other general and special damages in an amount to be proven at trial

118. Defendants' conduct was carried out with oppression, fraud, and malice, thereby entitling Plaintiffs to an award of punitive damages pursuant to California Civil Code section 3294.

119. Plaintiffs further seek recovery of attorneys' fees and costs as permitted by law, together with pre- and post-judgment interest pursuant to Civil Code section 3287.

TENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF LABOR CODE § 1102.5
(Against All Defendants and DOES 1 through 50 Inclusive)

120. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

121. California Labor Code section 1102.5 prohibits an employer, or any person acting on behalf of the employer, from retaliating against an employee for disclosing information, or for refusing to participate in activity, that the employee reasonably believes violates any state or federal statute, rule, or regulation.

122. At all relevant times, Plaintiffs were employees within the meaning of Labor Code section 1102.5, and Defendants were employers subject to the provisions of that statute.

123. During their employment, Plaintiffs reasonably believed that Defendants were engaging in violations of California labor laws, including but not limited to failing to pay minimum and overtime wages, failing to provide meal and rest periods, failing to issue accurate wage statements, and failing to maintain proper payroll and personnel records.

124. Plaintiffs disclosed and complained to Defendants and/or their supervisors and managers about these unlawful practices and requested that Defendants comply with California labor laws.

125. In retaliation for Plaintiffs' protected disclosures and complaints, Defendants terminated Plaintiffs' employment.

126. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiffs have suffered and continue to suffer substantial losses, including lost wages, lost employment benefits, emotional distress, humiliation, and other general and special damages in an amount to be proven

1 at trial.

2 127. Pursuant to California Labor Code section 1105, Plaintiffs are entitled to all
3 remedies available under that provision, including reinstatement, reimbursement for lost wages
4 and work benefits, and other compensatory damages.

5 128. Pursuant to California Labor Code section 1102.5(f), each Plaintiff is entitled to
6 recover a civil penalty of up to ten thousand dollars (\$10,000) for each violation of the statute, to
7 be awarded directly to the aggrieved employee.

8 129. Defendants' conduct was carried out with oppression, fraud, and malice, thereby
9 entitling Plaintiffs to an award of punitive damages pursuant to California Civil Code section 3294.

10 130. Plaintiffs further seek recovery of attorneys' fees and costs pursuant to California
11 Code of Civil Procedure section 1021.5 and other applicable law, as well as pre- and post-judgment
12 interest under Civil Code section 3287.

13 **ELEVENTH CAUSE OF ACTION**
14 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
15 **(Against All Defendants and DOES 1 through 50 Inclusive)**

16 131. Plaintiffs reallege and incorporate by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth herein.

18 132. Plaintiffs bring this cause of action on behalf of themselves and other current and
19 former aggrieved employees pursuant to the California Labor Code Private Attorneys General Act
20 of 2004 ("PAGA"), Labor Code sections 2698 et seq.

21 133. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
22 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
23 Agency ("LWDA") or any of its divisions, or which does not specifically provide a private right

1 of action, may be enforced through a civil action brought by an aggrieved employee on behalf of
2 themselves and other current or former employees.

3 134. Plaintiffs are “aggrieved employees” within the meaning of Labor Code section
4 2699(c) because they were employed by Defendants and personally suffered the Labor Code
5 violations alleged herein.

6 135. On or about September 10, 2025, Plaintiffs, through counsel, submitted a written
7 notice to the Labor and Workforce Development Agency and to Defendants pursuant to Labor
8 Code section 2699.3(a), identifying the specific provisions of the Labor Code alleged to have been
9 violated, including but not limited to Labor Code sections 201–203, 204, 210, 226, 226.7, 432,
10 510, 512, 558, 1194, 1194.2, 1197, 1198, 1198.5, and 1102.5, as well as the applicable Industrial
11 Welfare Commission Wage Orders.

12 136. Plaintiff will amend the Complaint if more than sixty-five (65) days have passed
13 since the PAGA notice was submitted to the LWDA, and the Agency has not notified Plaintiffs or
14 their counsel that it intends to investigate the alleged violations.

15 137. As a direct and proximate result of Defendants’ Labor Code violations described
16 herein, civil penalties are due and owing under Labor Code section 2699(f), including one hundred
17 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
18 dollars (\$200) for each subsequent violation, or such other amounts as the statutes specify.

19 138. In addition, pursuant to Labor Code section 1102.5(f), each Plaintiff seeks the civil
20 penalty of up to ten thousand dollars (\$10,000) per violation, which is payable directly to the
21 aggrieved employee.

22 139. Except as otherwise provided by statute, including Labor Code section 1102.5(f),
23

1 all civil penalties recovered under this cause of action shall be distributed seventy-five percent
2 (75%) to the LWDA and twenty-five percent (25%) to the aggrieved employees, pursuant to Labor
3 Code section 2699(i).

4 140. Pursuant to Labor Code section 2699(g)(1), Plaintiffs are entitled to recover
5 reasonable attorneys' fees and costs incurred in connection with this representative action.

6 141. Plaintiffs further seek pre- and post-judgment interest pursuant to Civil Code
7 section 3287 and any other equitable or injunctive relief the Court deems just and proper.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs, individually and on behalf of all aggrieved employees, pray for
10 judgment against Defendants, and each of them, as follows:

11 **AS TO PLAINTIFF KALWANT SINGH**

12 **As to All Causes of Action:**

- 13 **1. For compensatory damages** in an amount to be proven at trial, including all unpaid
14 minimum, regular, overtime, and double-time wages;
- 15 **2. For meal and rest period premium pay** pursuant to Labor Code section 226.7;
- 16 **3. For liquidated damages** pursuant to Labor Code section 1194.2;
- 17 **4. For statutory penalties** under all applicable Labor Code provisions, including but not
18 limited to sections 203, 210, 226(e), 226.3, 226(f), 1198.5(k), and 1102.5(f);
- 19 **5. For waiting time penalties** under Labor Code section 203 for failure to timely pay all
20 wages upon separation;
- 21 **6. For the civil penalty of up to ten thousand dollars (\$10,000) per violation payable**
22 **directly to Plaintiff** under Labor Code section 1102.5(f);

- 1 7. **For civil penalties under the Private Attorneys General Act (“PAGA”)**, Labor Code
2 sections 2698 et seq., including penalties of one hundred dollars (\$100) per aggrieved
3 employee per pay period for the initial violation and two hundred dollars (\$200) for each
4 subsequent violation, with seventy-five percent (75%) payable to the Labor and
5 Workforce Development Agency and twenty-five percent (25%) payable to the aggrieved
6 employees;
- 7 8. **For restitution and disgorgement** of all wages, earnings, benefits, and other
8 compensation wrongfully withheld, pursuant to Business and Professions Code section
9 17203;
- 10 9. **For injunctive relief** requiring Defendants to comply with all applicable provisions of
11 the California Labor Code, the Industrial Welfare Commission Wage Orders, and
12 Business and Professions Code section 17200 et seq.;
- 13 10. **For reinstatement** and/or front pay, where applicable, pursuant to Labor Code sections
14 1102.5 and 1105;
- 15 11. **For punitive and exemplary damages** pursuant to Civil Code section 3294 for
16 Defendants’ willful, malicious, and oppressive conduct;
- 17 12. **For pre-judgment and post-judgment interest** on all amounts due pursuant to Civil
18 Code section 3287 and all other applicable law;
- 19 13. **For reasonable attorneys’ fees and costs of suit** pursuant to Labor Code sections 218.5,
20 226(e), 1194, 1198.5(k), 1102.5, 2699(g)(1), and Code of Civil Procedure section 1021.5;
21 and
- 22 14. **For such other and further legal and equitable relief** as the Court may deem just and
23 proper.

1 **AS TO PLAINTIFF GURWEL SINGH**

- 2 **1. For compensatory damages** in an amount to be proven at trial, including all unpaid
3 minimum, regular, overtime, and double-time wages;
- 4 **2. For meal and rest period premium pay** pursuant to Labor Code section 226.7;
- 5 **3. For liquidated damages** pursuant to Labor Code section 1194.2;
- 6 **4. For statutory penalties** under all applicable Labor Code provisions, including but not
7 limited to sections 203, 210, 226(e), 226.3, 226(f), 1198.5(k), and 1102.5(f);
- 8 **5. For waiting time penalties** under Labor Code section 203 for failure to timely pay all
9 wages upon separation;
- 10 **6. For the civil penalty of up to ten thousand dollars (\$10,000)** per violation payable
11 **directly to Plaintiff** under Labor Code section 1102.5(f);
- 12 **7. For civil penalties under the Private Attorneys General Act (“PAGA”)**, Labor Code
13 sections 2698 et seq., including penalties of one hundred dollars (\$100) per aggrieved
14 employee per pay period for the initial violation and two hundred dollars (\$200) for each
15 subsequent violation, with seventy-five percent (75%) payable to the Labor and
16 Workforce Development Agency and twenty-five percent (25%) payable to the aggrieved
17 employees;
- 18 **8. For restitution and disgorgement** of all wages, earnings, benefits, and other
19 compensation wrongfully withheld, pursuant to Business and Professions Code section
20 17203;
- 21 **9. For injunctive relief** requiring Defendants to comply with all applicable provisions of
22 the California Labor Code, the Industrial Welfare Commission Wage Orders, and
23 Business and Professions Code section 17200 et seq.;

10. **For reinstatement** and/or front pay, where applicable, pursuant to Labor Code sections 1102.5 and 1105;

11. **For punitive and exemplary damages** pursuant to Civil Code section 3294 for Defendants' willful, malicious, and oppressive conduct;

12. **For pre-judgment and post-judgment interest** on all amounts due pursuant to Civil Code section 3287 and all other applicable law;

13. **For reasonable attorneys' fees and costs of suit** pursuant to Labor Code sections 218.5, 226(e), 1194, 1198.5(k), 1102.5, 2699(g)(1), and Code of Civil Procedure section 1021.5; and

14. **For such other and further legal and equitable relief** as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial as provided by § 631 of the California Code of Civil Procedure.

Dated: November 6, 2025

LAW OFFICES OF MORRIS NAZARIAN, APC

Morris Nazarian

Morris Nazarian, Esq.
Attorney for Plaintiff,

KALWANT SINGH AND GURWEL SINGH