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Attorneys for Plaintiffs SUMIT SINGH and LAKHBIR SINGH in a Representative capacity, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

SUMIT SINGH and LAKHBIR SINGH, in a
Representative capacity, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

v.

HARWINDER SINGH RANU, an
individual; H&R GROUP INC., a business
entity form unknown, HKN GROUP INC., a
California corporation; PB19
TRUCKLINES, INC., a California
corporation; and DOES 1-10, inclusive

Defendants

CASE NO. BCV-25-100483

COMPLAINT FOR:

- 1. MEAL AND REST PERIOD VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
- 2. MINIMUM WAGE VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
- 3. OVERTIME VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
- 4. WAGE STATEMENT VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
- 5. FAILURE TO REIMBURSE PURSUANT TO LABOR CODE § 2698 *et seq.***
- 6. FAILURE TO PAY WAGES UPON SEPARATION PURSUANT TO LABOR CODE § 2698 *et seq.***
- 7. FAILURE TO PRODUCE PERSONNEL RECORDS PURSUANT TO LABOR CODE § 2698 *et seq.***

COMES NOW Plaintiffs SUMIT SINGH and LAKHBIR SINGH ("Plaintiffs"), in a Representative capacity, on behalf of all aggrieved employees, and on behalf of other members of the general public similarly situated, and alleges for their complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Wage and Hour protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, Civil Code, and IWC Wage Order(s). Also, the Ninth Circuit has recently held that, for purposes of establishing federal diversity jurisdiction, penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") may **not** be aggregated. *Urbino v. Orkin Servs. of California, Inc.*, 726 F.3d 1118, 1122 (9th Cir. 2013).
2. Venue before this Court is proper in that certain wrongful acts which gave rise to Plaintiffs' injuries occurred in the County of Kern, State of California.
3. Plaintiffs are informed and believe and thereon allege that at all relevant times mentioned herein, Defendant HARWINDER SINGH RANU (Referred to herein as "Defendant" or "HR"), was and is an individual doing business throughout the state, including the County of Kern, State of California. Plaintiffs are informed and believe and thereon allege that at all relevant times mentioned herein, Defendant H&R GROUP INC., (Referred to herein as "Defendant" or "HR"), was and is an entity form unknown doing business throughout the state, including the County of Kern, State of California. Plaintiffs are informed and believe and thereon allege that at all relevant times mentioned herein, Defendant HKN GROUP INC., (Referred to herein as "Defendant" or "HR"), was and is a California corporation doing business throughout the state, including the County of Kern, State of California. Plaintiffs are informed and believe and thereon allege that at all relevant times mentioned herein, Defendant PB19 TRUCKLINES, INC., (Referred to herein as "Defendant" or "HR"), was and is a California corporation doing

business throughout the state, including the County of Kern, State of California.

4. Plaintiffs are presently unaware of the true names, capacities and liability of Defendants named herein as DOES 1 through 10, inclusive. Accordingly, Plaintiffs will seek leave of court to amend this complaint to allege their true names and capacities after the same have been ascertained.

5. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Defendants is responsible in some manner for the wrongs and damages as herein alleged, and in so acting was functioning as the agent, servant, partner, and employee of the co-defendants, and in doing the actions mentioned below, was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the co-defendants. Plaintiffs' injuries as herein alleged were proximately caused by said defendants. Wherever it is alleged herein that any act or omission was done or committed by any specially named Defendant or Defendants, Plaintiffs intend thereby to allege and does allege that the same act or omission was also done and committed by each and every defendant named as a DOE, both separately and in concert with the named Defendant or Defendants.

6. Plaintiffs are informed and believe and thereon allege that Defendants, and each of them, including DOES 1 through 10, are and at all times herein mentioned were either individuals, sole proprietorships, partnerships, registered professionals, corporations, alter egos or other legal entities which were licensed to do and/or were doing business in the County of Kern, State of California at all times relevant to the subject matter of this action.

FACTUAL BACKGROUND

7. Plaintiffs were employed by Defendants from approximately November 2022 through January 2024. Throughout their employment with Defendants, Plaintiffs performed their job in a capable, and competent manner.

8. Throughout the term of their employment, Plaintiffs and all other aggrieved employees were, and currently are, denied the benefits and protections of the Labor Code due to Defendants' institutionalized pay practices, standard as to all of Defendants' California-based employees.

9. On December November 18, 2024, counsel for Plaintiffs prepared and submitted via online

1 filing a letter to the California Labor & Workforce Development Agency ("LWDA"). A copy
2 of the letter was mailed to Defendants, via USPS Certified Mail. The letter contained the
3 specific provisions of the California Labor Code and Business and Professions Code violated
4 by Defendants, as well as the facts and theories in support of Plaintiffs' claims. (Please see
5 **Exhibit 1**, a true and correct copy of this letter.)

- 6 10. The statutory time period for the LWDA to investigate and/or respond, and for the employer
7 to respond, has concluded.

8 **REPRESENTATIVE ALLEGATIONS**

- 9 11. As more specifically set forth below, Plaintiffs bring this action in a representative capacity on
10 behalf of all current and former aggrieved employees of Defendants. Code Civ. Proc. § 2699;
11 *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 980-981. Plaintiffs are proceeding in a
12 representative capacity under PAGA only. Throughout the operative limitations period,
13 Plaintiffs and all other aggrieved employees were denied the protections and benefits of the
14 Labor Code due to Defendants' standard practices. Throughout their employment, Plaintiffs
15 and all other aggrieved employees were and are denied full and accurate compensation,
16 including overtime compensation, in violation of, *inter alia*, Labor Code sections 510, 1194,
17 and 1197. Plaintiffs and the other aggrieved employees were and are denied Meal and Rest
18 Periods and Meal and Rest Period payments, in violation of, *inter alia*, Labor Code sections
19 226.7 and 512. Defendants failed to furnish accurate itemized wage statements in violation
20 of, *inter alia*, Labor Code section 226. Defendants failed to reimburse Plaintiffs and other
21 aggrieved employees for necessary business expenditures in violation of, *inter alia*, Labor
22 Code section 2802. Defendants failed to provide all compensation due at termination of
23 employment in violation of, *inter alia*, Labor Code sections 201 through 203.

- 24 12. Plaintiffs bring this action on the grounds that they and other current and former aggrieved
25 employees of Defendants were and are improperly denied the mandated wages resulting from
26 the above-referenced violations. Code Civ. Proc. § 2699; *Arias*, 46 Cal. 4th at 980-981. The
27 number of current and former aggrieved employees is believed to exceed One Hundred (100)
28 members.

- 1 13. The approximately One Hundred (100) aggrieved employees are comprised of Defendants'
2 current or former California-based employees.
- 3 14. The questions of law and fact common to all aggrieved employees arising from Defendants'
4 actions include, among others, the following:
- 5 a. Whether Defendants failed to pay its employees the proper straight-time, overtime, and
6 double time wages due and owing to them;
 - 7 b. Whether Defendants failed to pay its employees all compensation due and owing at
8 termination of employment;
 - 9 c. Whether Defendants failed to provide its employees with statutorily-compliant Meal
10 and/or Rest Periods, in violation of, *inter alia*, California Labor Code section 512 and
11 226.7, in that Defendants' written policies are not compliant with California law, and
12 Defendants do not allow its employees duty-free Meal and/or Rest Periods on occasion;
 - 13 d. Whether Defendants failed to properly provide Meal and Rest Period Premiums in
14 accordance with law;
 - 15 e. Whether Defendants failed to properly calculate and pay its employees overtime
16 compensation or Meal and Rest Period Premiums in accordance with law by failing to
17 properly calculate, into the Regular Rate of Pay, the value of all employee benefits and
18 other non-discretionary compensation; and
 - 19 f. Whether Defendants failed to properly reimburse its employees for necessary business
20 expenditures for, *inter alia*, cell phone costs and other work supplies, in violation of
21 Labor Code section 2802.
 - 22 g. Whether Defendants failed to provide Plaintiffs with their personnel files within 30
23 days of a written request in violation of Labor Code section 1198.5(a).
- 24 15. At all times mentioned herein, Defendants were subject to the Labor Codes and Industrial
25 Welfare Commission Wage Orders of the State of California, including, but not limited to,
26 California Labor Code section 2698 *et seq.*
- 27 16. At all times mentioned herein, Defendants are and were "employers" as that term is used
28 within the relevant sections of the California Labor Code.

17. Plaintiffs have exhausted their administrative remedies and pre-filing requirements pursuant to California Labor Code section 2699.3, and have also fulfilled all notice requirements under the statute.

18. Throughout the operative limitations period, Plaintiffs and all other aggrieved employees were denied the protections and benefits of the Labor Code and IWC Wage Order(s) due to Defendants' standard practices. Said violations are set forth below.

FIRST CAUSE OF ACTION
Meal and Rest Period Violations Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiffs against Defendants and DOES 1 through 10)

19. Plaintiffs hereby incorporate by reference paragraphs 1 through 18 as though fully set forth herein.

20. Labor Code section 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Defendants violated this section by establishing working conditions below the standard of the applicable Wage Order.

21. Under applicable California law, "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a Meal Period of not less than 30 minutes [...] An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second Meal Period of not less than 30 minutes" Lab. Code § 512(a); see also 8 Cal. Code Regs. § 11090 (11)(A).

22. Unless the employee is relieved of all duty during a thirty (30) minute Meal Period, the Meal Period shall be considered an "on duty" Meal Period and counted as time worked. 8 Cal. Code Regs. § 11090 (11).

23. California law requires employers to provide nonexempt employees with a 10-minute Rest Period for every four hours worked, or "major fraction thereof." 8 Cal. Code Regs. § 11090

- 1 (11).
- 2 24. An employer who fails to provide Meal or Rest Periods as required by an applicable Wage
- 3 Order must pay the employee one additional hour of pay at the employee's regular rate of pay
- 4 for each workday that the Meal or Rest Period was not provided. Lab. Code § 226.7(b); 8 Cal.
- 5 Code Regs. § 11090 (11), (12).
- 6 25. Within the operative time period, Defendants failed to possess compliant Meal and Rest Period
- 7 policies.
- 8 26. For example, Defendants do not possess a legal Meal Period policy or legal Rest Period policy,
- 9 and makes no attempt to ensure that its employees are either timely or wholly provided Meal
- 10 Periods or Rest Periods.
- 11 27. Defendants would also pressure employees to either skip, or cut short, Meal Periods and Rest
- 12 Periods, based on customer volume and coverage issues.
- 13 28. In addition, Defendants had notice of Plaintiffs working outside of their scheduled and/or
- 14 reported hours, as well as within Meal and Rest Periods, but failed to provide any
- 15 compensation for this work-time.
- 16 29. Defendants willfully failed and refused to pay Plaintiffs and all other aggrieved employees one
- 17 additional hour of pay at their regular rate of pay for all workdays that a Meal or Rest Period
- 18 was not provided, as required by Labor Code section 226.7 and IWC Wage Order 9 § (11),
- 19 (12).
- 20 30. Any payments made by Defendants for non-compliant Meal Periods were not paid at the
- 21 employee's regular rate in violation of Labor Code section 226.7 and the operative IWC Wage
- 22 Orders. Instead, these payments were made at an employee's base rate and did not include the
- 23 value of, *inter alia*, all actual compensation owed, and/or all employee benefits such as, for
- 24 example, non-discretionary compensation and other employee benefits.
- 25 31. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
- 26 Code, Plaintiffs and all other aggrieved employees have been damaged in an amount to be
- 27 proven at trial.
- 28 32. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiffs

on behalf of themselves and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiffs have complied with all pre-filing requirements, Plaintiffs may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

33. Plaintiffs seek an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

34. Plaintiffs also seek an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

SECOND CAUSE OF ACTION
Minimum Wage Violations Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiffs against Defendants and DOES 1 through 10)

35. Plaintiffs hereby incorporate by reference paragraphs 1 through 34 as though fully set forth herein.

36. Defendants failed to pay its employees all compensation due in violation of, among other statutes, Labor Code section 1197. California law holds that the failure to pay for any work time constitutes a violation of minimum wage laws. *Armenta v. Osmose, Inc.*, (2005) 135 Cal. App.4th 314, 323. These violations were caused by and through Defendants' failure to maintain accurate Time Records (as required by California law), to the detriment of the employees. Specifically, although Defendants would receive "to-the-minute" start and end times (from their employees' mandated timekeeping practices), Defendants would thereafter alter - and deduct time from - the Time Records, prior to payment of compensation to the employees. Additionally, the right to receive the proper minimum wage compensation was impacted by Defendants knowingly failing to consider other work performed by the employees, including all time employees were under Defendants' control. These actions, and instructions, caused the employees to lose compensation, including proper minimum wage compensation and overtime compensation. Moreover, Defendants instructed its employees to "self-round" their actual work-times, with a lack of specific instruction as to how to accurately - and neutrally - perform such a function.

1 37. As a result of Defendants' failure to comply with the provisions of the Labor Code, Plaintiffs
2 and all other aggrieved employees have been damaged in an amount to be proven at trial.

3 38. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiffs
4 on behalf of themselves and all other aggrieved employees by and through Labor Code section
5 2699.3, and as Plaintiffs have complied with all pre-filing requirements, Plaintiffs may recover
6 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
7 Prayer For Relief.

8 39. Plaintiffs seek an award of statutory civil penalties for each underpaid employee of Defendants
9 pursuant to Labor Code sections 2699(a) for each of these employees.

10 40. Plaintiffs also seek an award of reasonable attorneys' fees and costs pursuant to Labor Code
11 section 2699(g)(1).

12 **THIRD CAUSE OF ACTION**
13 **Overtime Violations Pursuant to Labor Code § 2698 et seq.**
14 **Representative Action**
(By Plaintiffs against Defendants and DOES 1 through 10)

15 41. Plaintiffs hereby incorporate by reference paragraphs 1 through 40 as though fully set forth
16 herein.

17 42. Defendants failed to pay Plaintiffs and all other aggrieved employees all compensation,
18 including overtime compensation, due in violation of, among other statutes, Labor Code
19 section 510. These violations occurred due to Defendants' illegal policies, referenced above,
20 whereby employees experienced monetary under-compensation. The systematic failure to
21 provide proper overtime compensation is a violation of California law.

22 43. Additionally, Defendants also failed to provide the actual Overtime Rate of Pay by ignoring
23 certain compensation when calculating the Regular Rate of Pay including, but not limited to,
24 commissions, shift differentials, various forms of bonus and/or incentive pay, and the value
25 of employee benefits and employee discounts, in violation of Labor Code section 510.

26 44. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor
27 Code, Plaintiffs and all other aggrieved employees have been damaged in an amount to be
28 proved at trial.

1 45. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiffs
2 on behalf of themselves and all other aggrieved employees by and through Labor Code section
3 2699.3, and as Plaintiffs have complied with all pre-filing requirements, Plaintiffs may recover
4 these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
5 Prayer For Relief.

6 46. Plaintiffs seek an award of statutory civil penalties for each underpaid employee of Defendants
7 pursuant to Labor Code sections 2699(a) for each of these employees.

8 47. Plaintiffs also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
9 section 2699(g)(1).

10 **FOURTH CAUSE OF ACTION**
11 **Wage Statement Violations Pursuant to Labor Code § 2698 et seq.**
12 **Representative Action**
13 **(By Plaintiffs against Defendants and DOES 1 through 10)**

14 48. Plaintiffs hereby incorporate by reference paragraphs 1 through 47 as though fully set forth
15 herein.

16 49. Defendants failed to provide Plaintiffs and all other aggrieved employees with accurate
17 itemized wage statements in violation of, among other statutes, Labor Code section 226. These
18 violations include, but are not limited to, Defendants' failure to accurately identify all
19 applicable regular and overtime (including double-time) rates of pay in violation of section
20 226(a)(9), and providing inaccurate representations of both "gross" and "net wages."
21 Defendants also failed to accurately list "all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate," in violation of
23 226(a)(9). Defendants also failed to provide an accurate showing of the "total hours worked,"
24 in violation of Labor Code section 226(a)(2). For example, Defendants had notice of
25 employees working outside of their scheduled and/or reported hours, as well as within Meal
26 and Rest Periods, but did not provide compensation.

27 50. Further, the Defendants' wage statement listings are confusing and employees cannot readily
28 ascertain their total hours worked, applicable rates, and all gross and net wages. As one
example, Defendants are apparently using a time calculating system other than "minutes", but

without explanation to the employees within the wage statement.

51. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiffs and all other aggrieved employees have been damaged in an amount to be proven at trial.

52. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiffs on behalf of themselves all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiffs have complied with all pre-filing requirements, Plaintiffs may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

53. Plaintiffs seek an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

54. Plaintiffs also seek an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

FIFTH CAUSE OF ACTION
Failure to Reimburse Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiffs against Defendants and DOES 1 through 10)

55. Plaintiffs hereby incorporate by reference paragraphs 1 through 54 as though fully set forth herein.

56. Defendants failed to reimburse their employees for all necessary business expenditures incurred in direct consequence of the discharge of their duties in violation of, among other statutes, Labor Code section 2802. These expenditures are the result of, *inter alia*, Defendants' standard policies which require its employees to incur mileage and to use their own cell phones for work-related purposes, without reimbursement.

57. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiffs and all other aggrieved employees have been damaged in an amount to be proven at trial.

58. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiffs on behalf of themselves and all other aggrieved employees by and through Labor Code section

2699.3, and as Plaintiffs have complied with all pre-filing requirements, Plaintiffs may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

59. Plaintiffs seek an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

60. Plaintiffs also seek an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

SIXTH CAUSE OF ACTION
Failure to Pay Wages Upon Separation Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiffs against Defendants and DOES 1 through 10)

61. Plaintiffs hereby incorporate by reference paragraphs 1 through 60 as though fully set forth herein.

62. Defendants failed to provide Plaintiffs and other aggrieved employees with all wages earned and unpaid at termination in violation of, among other statutes, Labor Code sections 201 through 203. These violations resulted from, among other unlawful actions, Defendants' willful failure to provide accurate and complete compensation to aggrieved employees under Labor Code sections 226.7, 510, 512, 1197, and 2802, as set forth above.

63. As a direct result of Defendants' failure to comply with the foregoing provisions of the Labor Code, Plaintiffs and all other aggrieved employees have been damaged in an amount to be proven at trial.

64. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiffs on behalf of themselves and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiffs have complied with all pre-filing requirements, Plaintiffs may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

65. Plaintiffs seek an award of statutory civil penalties for each underpaid employee of Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

66. Plaintiffs also seek an award of reasonable attorneys' fees and costs pursuant to Labor Code

section 2699(g)(1), and interest, pursuant to Labor Code section 218.6.

SEVENTH CAUSE OF ACTION

Failure to Produce Personnel Records Pursuant to Labor Code § 2698 et seq.

Representative Action

(By Plaintiffs Representative against Defendant and DOES 1 through 10)

67. Plaintiffs hereby incorporate by reference paragraphs 1 through 66 as though fully set forth herein.
68. Labor Code section 1198.5(a) provides that every current and former employee has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.
69. The employer has the duty to make these records available within 30 days of receipt of a written request. Labor Code § 1198.5(b).
70. If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified the current or former employee or the Labor Commissioner may recover a penalty. Labor Code § 1198.5(k).
71. Pursuant to the PAGA statute "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee." Labor Code § 2699.
72. Plaintiffs made a written request to inspect their personnel file, by certified mail, to Defendants on April 23, 2024. (See **Exhibit 1:Ex. B and C attached thereto**). No acknowledgment or response was ever received from Defendants.
73. As a direct result of Defendants failure to comply with the foregoing provisions of the Labor Code, Plaintiffs and all other aggrieved employees have been damaged in an amount to be proven at trial.
74. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiffs on behalf of all aggrieved employees by and through Labor Code section 2699.3, and as Plaintiffs have complied with all pre-filing requirements, Plaintiffs may recover these penalties

pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

75. Plaintiffs also seek an award of reasonable attorney's fees and costs pursuant to Labor Code section 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of all aggrieved employees, pray for judgment as follows:

1. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code section 2699(g)(1);
2. For an award of statutory civil penalties pursuant to Labor Code section 2699(f)(2); and
3. For such other relief as the Court deems just and proper.

Dated: February 10, 2025

SULLIVAN & YAECKEL LAW GROUP, APC


Eric K. Yaeckel

Ryan T. Kuhn

Attorneys for Plaintiff SUMIT SINGH and LAKHBIR SINGH in a Representative capacity only, and on behalf of other members of the general public similarly situated

Exhibit 1

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

November 18, 2024

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: **Sumit Singh and Lakhbir Singh v. Harwinder Singh Ranu
d.b.a. H&R Group, Inc.; HKN Group Inc.; PB19 Trucklines,
Inc.**
Our File No.: 7414

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Harwinder Singh Ranu d.b.a., H&R Group, Inc.; HKN Group Inc.; PB19 Trucklines, Inc. (hereinafter collectively referred to as “HR”), in the above referenced matter. This “written notice” is filed on behalf of Sumit Singh and Lakhbir Singh (hereinafter “Plaintiffs”) and all current and former non-exempt employees employed by HR. Thank you for your assistance and instruction on this issue.

Please Note: In providing said notice, Plaintiffs intend to proceed in a “representative capacity only.” Plaintiffs are not seeking individual relief. Moreover, Plaintiffs personally experienced all the violations set forth below.

The specific provisions alleged to have been violated by HR are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 226, 226(a), 226.7, 510, 512, 1194, 1197.1, 1198.5 and 2802, as well as IWC Wage Order 9, codified as Title 8, California Code of Regulations, section 11090 *et seq.*, or any other applicable wage orders.

Facts and theories supporting the allegations: Mr. Sumit Singh was employed as a non-exempt employee for HR from approximately November 2022 through January 2024. Mr. Lakhbir Singh was employed as a non-exempt employee for HR from approximately November 2022 through January 2024.

PLEASE NOTE: The California Court of Appeal recently confirmed in *Atempa v. Pedrazzani* and *Usher v. White*, that under CA Labor Code section 558, PAGA penalties can be levied on individual owners, officers, and agents of the business for violations of California minimum wage and overtime laws. Pursuant to section 558, this includes violations of sections: 203, 226, 226.7, 1193.6, 1194, and 2802. Individual Harwinder Singh Ranu is listed as Secretary, Chief Executive Officer, Chief Financial Officer, and Director on PB19 Trucklines, Inc., Statement of Information filed with the California Secretary of State's office. (Please See **Exhibit A**).

Throughout the term of Plaintiffs' employment, HR required Plaintiffs and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- HR failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 1194, 204, 510, IWC Wage Order 9, and/or any other applicable wage orders. This illegal action is due, in part, to HR's policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, HR would instruct Plaintiffs to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, HR would often require Plaintiffs to work extended hours (beyond scheduled hours), without compensation.
- Additionally, among other issues, HR has notice of Plaintiffs, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Plaintiffs were frequently scheduled to be "On Call" outside of when their work shifts ended, but were never compensated for this time. Further, HR failed to properly calculate and pay overtime at the actual overtime rate of pay, as HR ignores certain compensation when calculating the Regular Rate of Pay.

Failure to Provide Compliant Meal Periods

- HR failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 9, and/or any other applicable wage orders. For example, HR does not possess

a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon how busy the employees were on a given day. Plaintiffs often did not receive a Meal Period due to traveling to and from work sites throughout the State of California.

- HR would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or work related matters at all times. HR has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added. Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, HR failed to pay Meal Period Premiums at the proper rate, as HR fails to either (1) pay a full hours worth of pay, or (2) properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.
- HR required its employees to constantly monitor their cell phones/radios and be “on-call” at all times, specifically during Meal Periods. On occasion, HR would interrupt, or cut short, its employees’ Meal Periods and require them to return to work.
- HR illegally retained control over its employees during Meal Periods. For example, HR required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones and radios) at all times, including during Meal Periods.

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Failure to Provide Compliant Rest Periods

- HR failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 9, and/or any other applicable wage orders. For example, HR does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. HR makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. HR would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to supervisors and work related matters at all times. HR has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which HR would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.
- HR required its employees to constantly monitor their cell phones/radios and be “on-call” at all times, specifically during Rest Periods. On occasion, HR would interrupt, or cut short, its employees’ Rest Periods and require them to return to work. Plaintiffs were required to respond to supervisors and work related matters during their Rest Periods.
- Finally, HR illegally retained control over its employees during Rest Periods. For example, HR required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their telephones and radios) at all times, including during Rest Periods.

Wage Statement Violations

- HR violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Plaintiffs and other employees were not compensated for all hours worked (due in part to HR’s requirement that employees list only *scheduled* work-times, not actual work-times.)
- HR violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, HR (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which HR would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.

- HR violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. HR does not explain how its system describes “time worked” on the Wage Statement itself. As such, Plaintiffs cannot “readily ascertain” what these figures mean. This is because HR is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* “.75”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, HR failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- HR failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Plaintiffs, and other non-exempt employees, including expenses for cell-phone costs and mileage.

Willful Failure to Provide All Compensation to Ex-Employees

- HR failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that HR failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

Failure to Comply with Personnel File Request

- HR failed to provide a copy of Plaintiffs’ personnel files. On April 23, 2024 and our office on behalf of Mr. Sumit Singh and Mr. Lakhbir made requests for their personnel files. (Please see **Exhibit B and C**). As of the current date it has been **206 days** since Plaintiffs have requested a copy of their personnel files. Accordingly, HR is liable to Plaintiffs under Cal. Civ. Code section 1198.5.

To confirm, HR is a "person" as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Eric K. Yaeckel, Esq.

Via Certified U.S. Mail

Harwinder Singh Ranu d.b.a. H&R Group, Inc.
7305 Crystalline Creek Ct.
Bakersfield, CA 93313

KULWINDER SINGH
Agent for service of process for
PB19 TRUCKLINES INC.
7305 Crystalline Creek Ct.
Bakersfield, CA 93313

CITY REGISTRATION SERVICE INC.
Agent for service of process for
HKN Group Inc.
5701 Young St, Bldg D Ste100
Bakersfield, CA 93311

Exhibit A

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Business Search

▼ The California Business Search provides access to available information for **corporations**, **limited liability companies** and **limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, a **basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign

PB19 TRUCKLINES INC (4609434)



Request Certificate

Initial Filing Date	07/03/2020
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313
Mailing Address	7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313
Statement of Info Due Date	07/31/2024
Agent	Individual KULWINDER SINGH 7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313



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basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request

PB19 TRUCKLINES INC (4609434)



Request Certificate

Initial Filing Date	07/03/2020
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
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Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313
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Statement of Info Due Date	07/31/2024
Agent	Individual KULWINDER SINGH 7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313

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PB19 TRUCKLINES INC (4609434)



Request
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Results: 1

Entity
Information

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Filing
Date

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Initial Filing Date

07/03/2020

Status

Active

Standing - SOS

Good

Standing - FTB

Good

Standing - Agent

Good

Standing - VCFCF

Good

Formed In

CALIFORNIA

Entity Type

Stock Corporation - CA -
General

Principal Address

7305 CRYSTALLINE CREEK CT
BAKERSFIELD, CA 93313

Mailing Address

7305 CRYSTALLINE CREEK CT
BAKERSFIELD, CA 93313

Statement of
Info Due Date

07/31/2024

Agent

Individual
KULWINDER SINGH
7305 CRYSTALLINE CREEK CT
BAKERSFIELD, CA 93313



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BA20230234825



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20230234825

Date Filed: 2/9/2023

B1489-7937 02/09/2023 9:44 AM Received by California Secretary of State

Entity Details			
Corporation Name	PB19 TRUCKLINES INC		
Entity No.	4609434		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313		
Mailing Address of Corporation			
Mailing Address	7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313		
Officers			
Officer Name	Officer Address	Position(s)	
HARWINDER SINGH RANU	7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313	Chief Executive Officer, Secretary	
HARWINDER SINGG RANU	7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313	Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
HARWINDER SINGH RANU	7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	KULWINDER SINGH		
Agent Address	7305 CRYSTALLINE CREEK CT BAKERSFIELD, CA 93313		
Type of Business			
Type of Business	TRANSPORTATION		
Email Notifications			
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.		
Labor Judgment			

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

HARWINDER SINGH RANU

Signature

02/09/2023

Date



California Secretary of State Electronic Filing

FILEDSecretary of State
State of California

General Stock Corporation - Articles of Incorporation

Entity Name: PB19 TRUCKLINES INC
Entity (File) Number: C4609434
File Date: 07/03/2020
Entity Type: General Stock Corporation
Jurisdiction: California

Detailed Filing Information

1. Corporate Name: PB19 TRUCKLINES INC
2. Business Addresses:
 - a. Initial Street Address of Corporation: 7305 CRYSTALLINE CREEK CT
BAKERSFIELD, California, 93313
United States of America
 - b. Initial Mailing Address of Corporation: 3150 PANAMA LANE STE C
BAKERSFIELD, California, 93313
United States of America
3. Agent for Service of Process:
California Registered Corporate Agent (1505): CITY REGISTRATION SERVICE INC. (C3546030)
4. Shares: 1000
5. Purpose Statement: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

The incorporator affirms the information contained herein is true and correct.

Incorporator: HARWINDER SINGH RANU

Exhibit B

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

April 23, 2024

SUKHBIR SINGH

Agent for service of process for

HR41 TRUCKING INC

400 White Ln Apt. 89

Bakersfield, CA 93307

Via Certified Mail

H&R Group, Inc.

10608 Villa Hermosa Dr.

Bakersfield, CA 93311

Via Certified Mail

HR41 TRUCKING INC

400 White Ln Apt. 89

Bakersfield, CA 93307

Via Certified Mail

Re: **Sumit Singh**

Our File No.: 7414

Dear Human Resources Director:

Please allow this correspondence to serve as a request for personnel records in possession of HR41 Trucking Inc and H&R Group, Inc (hereinafter collectively referred to as "HR"). Our client, Sumit Singh ("Mr. Singh"), requests (a) to inspect his personnel files and records, (b) to copy payroll records pertaining to his employment, and (c) that HR produce copies of all instruments Mr. Singh signed relating to his employment. Thank you for your assistance in this matter.

Please find attached a copy of an Authorization to Disclose Information, signed by Mr. Singh.

The instant request is made pursuant to, among others, California Labor Code section 1198.5:

(a) Every employee has **the right to inspect the personnel records** that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records **available to the employee at reasonable intervals and at reasonable times**. Except as provided in paragraph (3) of subdivision (c), the employer shall not be required to make those personnel records available at a time when the employee is actually required to render service to the employer.

(c) The employer **shall** do one of the following:

(1) Keep a copy of each employee's personnel records at the place where the employee reports to work.

(2) Make the employee's personnel records available at the place where the employee reports to work within a reasonable period of time following an employee's request.

(3) Permit the employee to inspect the personnel records at the location where the employer stores the personnel records, with no loss of compensation to the employee.

Additionally, Mr. Singh requests that HR make his payroll records available for copying, pursuant to California Labor Code sections 226(a)-(b):

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number

of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

(b) **An employer that is required** by this code or any regulation adopted pursuant to this code to **keep the information required by subdivision (a) shall afford** current and **former employees the right to inspect or copy the records pertaining to that current or former employee**, upon reasonable request to the employer. The employer may take reasonable steps to assure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.

Further, Mr. Singh requests that HR make his time records available for copying, pursuant to California Code of Regulations, title 8, section 11090(7)(A)-(C):

(A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) **Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.** Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) **Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.**

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the

employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. **An employee's records shall be available for inspection by the employee upon reasonable request.**

Mr. Singh also requests that HR produce copies of any instrument he signed relating to his employment with HR pursuant to California Labor Code section 432:

If an employee or applicant signs any instrument relating to the obtaining or holding of employment, **he shall be given a copy of the instrument upon request.**

Finally, please be aware of Labor Code sections 226, 432, and 1198.5. Section 226(c) states:

An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but **no later than 21 calendar days** from the date of the request. A violation of this subdivision is an infraction.

Given the above, we respectfully request that you provide Mr. Singh's personnel file and Time Records for his inspection, and produce copies of all instruments signed by him relating to his employment with HR. Please understand that unless we receive a formal reply by **Tuesday, May 14, 2024** we will have no option but to proceed formally, seeking all available remedies.

Again, thank you for your assistance throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,


Karoline D. Kitlowksi

AUTHORIZATION TO DISCLOSE INFORMATION

This will authorize all employers, attorneys, government agencies, including the California Department of Motor Vehicles and the City of San Diego, credit bureaus, credit grantors, debt collection agencies and any and all persons to whom it may be presented to disclose to my attorneys Sullivan & Yaeckel Law Group, APC or to any authorized representative; any and all information records and reports concerning me, or any matter in which I am interested, including any and all debts, collections, employment, credit, debts, or any other matters, all as fully and as freely as you would disclose the same to me personally, it being my intent that this authorization is to serve as my consent to a full disclosure in any circumstances where my consent may be requested or required.

A copy of this authorization shall be accepted as the original. This authorization shall expire one year from the date of signature.

DATED: 29/03/24


Sumit Singh (Mar 29, 2024 15:27 PDT)

Sumit Singh

Exhibit C

SULLIVAN & YAECKEL
LAW GROUP
A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

April 23, 2024

SUKHBIR SINGH
Agent for service of process for
HR41 TRUCKING INC
400 White Ln Apt. 89
Bakersfield, CA 93307

Via Certified Mail

H&R Group, Inc.
10608 Villa Hermosa Dr.
Bakersfield, CA 93311

Via Certified Mail

HR41 TRUCKING INC
400 White Ln Apt. 89
Bakersfield, CA 93307

Via Certified Mail

Re: **Lakhbir Singh**
Our File No.: 7414

Dear Human Resources Director:

Please allow this correspondence to serve as a request for personnel records in possession of HR41 Trucking Inc and H&R Group, Inc (hereinafter collectively referred to as "HR"). Our client, Lakhbir Singh ("Mr. Singh"), requests (a) to inspect his personnel files and records, (b) to copy payroll records pertaining to his employment, and (c) that HR produce copies of all instruments Mr. Singh signed relating to his employment. Thank you for your assistance in this matter.

Please find attached a copy of an Authorization to Disclose Information, signed by Mr. Singh.

The instant request is made pursuant to, among others, California Labor Code section 1198.5:

(a) Every employee has **the right to inspect the personnel records** that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records **available to the employee at reasonable intervals and at reasonable times**. Except as provided in paragraph (3) of subdivision (c), the employer shall not be required to make those personnel records available at a time when the employee is actually required to render service to the employer.

(c) The employer **shall** do one of the following:

(1) Keep a copy of each employee's personnel records at the place where the employee reports to work.

(2) Make the employee's personnel records available at the place where the employee reports to work within a reasonable period of time following an employee's request.

(3) Permit the employee to inspect the personnel records at the location where the employer stores the personnel records, with no loss of compensation to the employee.

Additionally, Mr. Singh requests that HR make his payroll records available for copying, pursuant to California Labor Code sections 226(a)-(b):

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or his social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number

of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

(b) **An employer that is required** by this code or any regulation adopted pursuant to this code to **keep the information required by subdivision (a) shall afford** current and **former employees the right to inspect or copy the records pertaining to that current or former employee**, upon reasonable request to the employer. The employer may take reasonable steps to assure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.

Further, Mr. Singh requests that HR make his time records available for copying, pursuant to California Code of Regulations, title 8, section 11090(7)(A)-(C):

(A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) **Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.** Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) **Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.**

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the

employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. **An employee's records shall be available for inspection by the employee upon reasonable request.**

Mr. Singh also requests that HR produce copies of any instrument he signed relating to his employment with HR pursuant to California Labor Code section 432:

If an employee or applicant signs any instrument relating to the obtaining or holding of employment, **he shall be given a copy of the instrument upon request.**

Finally, please be aware of Labor Code sections 226, 432, and 1198.5. Section 226(c) states:

An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but **no later than 21 calendar days** from the date of the request. A violation of this subdivision is an infraction.

Given the above, we respectfully request that you provide Mr. Singh's personnel file and Time Records for his inspection, and produce copies of all instruments signed by him relating to his employment with HR. Please understand that unless we receive a formal reply by **Tuesday, May 14, 2024** we will have no option but to proceed formally, seeking all available remedies.

Again, thank you for your assistance throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,



Karoline D. Kitlowksi

AUTHORIZATION TO DISCLOSE INFORMATION

This will authorize all employers, attorneys, government agencies, including the California Department of Motor Vehicles and the City of San Diego, credit bureaus, credit grantors, debt collection agencies and any and all persons to whom it may be presented to disclose to my attorneys Sullivan & Yaeckel Law Group, APC or to any authorized representative; any and all information records and reports concerning me, or any matter in which I am interested, including any and all debts, collections, employment, credit, debts, or any other matters, all as fully and as freely as you would disclose the same to me personally, it being my intent that this authorization is to serve as my consent to a full disclosure in any circumstances where my consent may be requested or required.

A copy of this authorization shall be accepted as the original. This authorization shall expire one year from the date of signature.

DATED: 29/03/24

Lakhbir Singh
Lakhbir Singh (Mar 29, 2024 18:39 EDT)

Lakhbir Singh