

**WORKERS' COMPENSATION APPEALS BOARD  
STATE OF CALIFORNIA**

**HARMINDER SINGH, *Applicant***

**vs.**

**SUNVIEW LOGISTICS, INC.; SPEED INTERMODAL, a California General Stock Corporation; MANPREET SINGH, personally and as sole shareholder of SUNVIEW LOGISTICS, INC., and SPEED INTERMODAL;  
CLEAR SPRING INSURANCE, administered by CCMSI, *Defendants***

**Adjudication Number: ADJ15834374  
Riverside District Office**

**OPINION AND ORDER DENYING  
PETITION FOR RECONSIDERATION**

Defendant Speed Intermodal and its sole shareholder Manpreet Singh (Speed Intermodal) seeks reconsideration of the Findings and Order (F&O) issued by a workers' compensation administrative law judge (WCJ) on January 10, 2025, wherein the WCJ found in pertinent part that applicant was employed by both Sunview Logistics, Inc. (Sunview) and Manpreet Singh/dba Speed Intermodal; that Sunview and Speed Intermodal are jointly and severally liable for applicant's alleged injury; and that Sunview was insured for workers' compensation by Clear Spring Property Casualty Company administered by Cannon Cochran Claims Management (Clear Spring). The WCJ issued an order that Sunview and Speed Intermodal are jointly and severally liable, and that applicant may proceed against Sunview and its workers' compensation insurer and Speed Intermodal.

Speed Intermodal contends that there is no substantial evidence of joint employment and therefore, joint and several liability between Sunview and Speed Intermodal, and that Sunview is the only and admitted employer of applicant on the date of his December 11, 2021 specific injury.

Defendant Sunview did not file an Answer. Applicant did not file an Answer. The WCJ filed a Report and Recommendation on Reconsideration (Report), recommending that the petition be denied.

We have reviewed the record in this matter, the allegations of the Petition for Reconsideration, and the contents of the Report. For the reasons set forth in the Report and in the

Opinion on Decision as adopted and incorporated herein, and for the additional reasons set forth below, we deny reconsideration.

## I.

Former Labor Code section 5909 provided that a petition for reconsideration was deemed denied unless the Appeals Board acted on the petition within 60 days from the date of filing. (Lab. Code, § 5909.) Effective July 2, 2024, Labor Code section 5909 was amended to state in relevant part that:

- (a) A petition for reconsideration is deemed to have been denied by the appeals board unless it is acted upon within 60 days from the date a trial judge transmits a case to the appeals board.
- (b)
  - (1) When a trial judge transmits a case to the appeals board, the trial judge shall provide notice to the parties of the case and the appeals board.
  - (2) For purposes of paragraph (1), service of the accompanying report, pursuant to subdivision (b) of Section 5900, shall constitute providing notice.

Under Labor Code section 5909(a), the Appeals Board must act on a petition for reconsideration within 60 days of transmission of the case to the Appeals Board. Transmission is reflected in Events in the Electronic Adjudication Management System (EAMS). Specifically, in Case Events, under Event Description is the phrase “Sent to Recon” and under Additional Information is the phrase “The case is sent to the Recon board.”

Here, according to Events, the case was transmitted to the Appeals Board on February 14, 2025, and 60 days from the date of transmission is April 15, 2025. This decision is issued by or on April 15, 2025, so that we have timely acted on the petition as required by Labor Code section 5909(a).

Labor Code section 5909(b)(1) requires that the parties and the Appeals Board be provided with notice of transmission of the case. Transmission of the case to the Appeals Board in EAMS provides notice to the Appeals Board. Thus, the requirement in subdivision (1) ensures that the parties are notified of the accurate date for the commencement of the 60-day period for the Appeals Board to act on a petition. Labor Code section 5909(b)(2) provides that service of the Report and Recommendation shall be notice of transmission.

Here, according to the proof of service for the Report and Recommendation by the workers' compensation administrative law judge, the Report was served on February 14, 2025, and the case was transmitted to the Appeals Board on February 14, 2025. Service of the Report and transmission of the case to the Appeals Board occurred on the same day. Thus, we conclude that the parties were provided with the notice of transmission required by Labor Code section 5909(b)(1) because service of the Report in compliance with Labor Code section 5909(b)(2) provided them with actual notice as to the commencement of the 60-day period on February 14, 2025.

## II.

We concur with the findings of fact issued by the WCJ that applicant was employed by the joint venture of Sunview and Speed Intermodal, and that there is substantial evidence to support those findings of fact. (Report, pp. 4-5; Opinion on Decision, pp. 3-5.) Rather than establish an error in the WCJ's reasoning, petitioner's citation to California Civil Jury Instructions confirms our affirmation of the WCJ's decision.

(1) Two or more persons or business entities combine their property, skill, or knowledge with the intent to carry out a single business undertaking; (2) Each has an ownership interest in the business; (3) They have joint control over the business, even if they agree to delegate control; and (4) They agree to share the profits and losses of the business. (2 CACI 3712 (2024)).

(Petition for Reconsideration, p. 8.)

The record contains substantial documentary and testimonial evidence of a joint enterprise (or venture) between the two companies that defendant Manpreet Singh wholly owned, and which he testified he managed hands-on. (Report, pp. 4-5; Opinion on Decision, pp. 3-5; see Minutes of Hearing and Summary of Evidence (MOH), May 8, 2024, pp. 7-11, 13, 17-19, 33-35; MOH, November 18, 2024, pp. 3-4.) Speed Intermodal bought the trucks with its superior relationship with the banks and carried out all safety and regulatory compliance for their drivers required by the Federal Motor Carrier Safety Administration; Sunview administered the payroll for their drivers and contracted with customers for the shared business undertaking of door to door delivery of goods. (*Ibid.*) Manpreet Singh owned both companies, and therefore no evidence of an agreement between several owners should be necessary. In addition, we note that while Speed Intermodal contends on reconsideration that there is no joint enterprise, defendant Sunview did not seek reconsideration of the WCJ's findings.

In addition, Speed Intermodal contends that Clear Spring intended to establish that Manpreet Singh had committed workers' compensation insurance fraud by retroactively altering employment documents from Speed Intermodal to Sunview. (Petition for Reconsideration, p. 4.) We find no mention of this contention in any of the various pre-trial conference statements, or in the various transcripts from the dates of trial in this matter. Petitioner alleges that counsel for Clear Spring did not "admit" this until the last date of trial, November 18, 2024, and that counsel's "admission" did not make it into the WCJ's MOH. (*Ibid.*) However, even if we assumed *arguendo* that this were true, fraud is a much different issue than the *only* issue raised at trial in this matter, i.e., who was applicant's employer. (MOH, September 13, 2023, p. 3.) We defer to the existing record of issues and the WCJ's decision in this matter.

Accordingly, for the reasons stated in the Report and the Opinion on Decision, and for those additional reasons stated herein, we deny reconsideration.

For the foregoing reasons,

**IT IS ORDERED** that applicant's Petition for Reconsideration of the Findings and Order issued by a workers' compensation administrative law judge on January 10, 2025 is **DENIED**.

**WORKERS' COMPENSATION APPEALS BOARD**

**/s/ CRAIG SNELLINGS, COMMISSIONER**

**I CONCUR,**

**s/ JOSÉ H. RAZO, COMMISSIONER**

**/s/ KATHERINE A. ZALEWSKI, CHAIR**



**DATED AND FILED AT SAN FRANCISCO, CALIFORNIA**

**April 14, 2025**

**SERVICE MADE ON THE ABOVE DATE ON THE PERSONS LISTED BELOW AT THEIR ADDRESSES SHOWN ON THE CURRENT OFFICIAL ADDRESS RECORD.**

**HARMINDER SINGH  
RP LAW GROUP  
VALLEY LAW GROUP  
MICHAEL SULLIVAN & ASSOCIATES, LLP  
OFFICE OF THE DIRECTOR – LEGAL UNIT (LOS ANGELES)**

**AF/mc**

I certify that I affixed the official seal of the Workers' Compensation Appeals Board to this original decision on this date. *MC*

STATE OF CALIFORNIA  
**Division of Workers' Compensation**  
**Workers' Compensation Appeals Board**

**CASE NO.: ADJ15834374**

**HARMINDER SINGH,**                      **vs.**      **SUNVIEW LOGISTICS INC, SPEED  
INTERMODAL, A STOCK CORP AND  
MANPREET SINGH, PERSONALLY, AND AS  
SHAREHOLDER FOR SUNVIEW LOGISTICS  
INC AND SPEED INTERMODAL; CLEAR  
SPRING INSURANCE**

**WORKERS' COMPENSATION JUDGE:              JEFFREY WILSON**

**DATE: 2/14/2025**

**REPORT AND RECOMMENDATION**  
**ON PETITION FOR RECONSIDERATION**

**I.**

**INTRODUCTION**

Identity of Petitioner: Speed Intermodal and its substantial shareholder, Manpreet Singh

Timeliness: Petition was timely filed on February 3, 2025.

Verification: The petition was verified.

Date of Order: January 10, 2025

Transmitted to Appeals Board: February 14, 2025

Petitioner's Contentions: Petitioner is contending that the Appeals Board acted without or in excess of its powers, that the findings of fact do not support the order, decision or award, and that the evidence does not justify the findings of fact by the court issuing

Findings of Fact and Determination that at the time of injury Harminder Singh was jointly employed by Sunview Logistics Inc. and Manpreet Singh/dba Speed Intermodal, and with both employers being jointly and severally liable for applicant's alleged injury.

## II.

### FACTS

Applicant, a 61-year-old truck driver, claims injury arising out of and in the course of his employment on December 11, 2021 while employed by Sunview Logistics, Inc., and/or Manpreet Singh, dba Speed Intermodal. At the time of alleged injury Sunview Logistics was insured for workers' compensation by Clear Spring Property Casualty Company administered by Cannon Cochran Claims Management and with Manpreet Singh, dba, Speed Intermodal, uninsured. Manpreet Singh is the sole shareholder for both Sunview Logistics and Speed Intermodal. The limited issue before the Board is whether applicant was employed by Sunview Logistics or by Manpreet Singh, Speed Intermodal. The matter proceeded to hearings before Administrative Law Judge (WCJ) Jeffrey Wilson, on September 13, 2023, January 24, 2024, March 11 and 12, 2024, May 8, 2024, and November 13, 2024. Testimony was provided by Applicant, Harminder Singh, owner of both companies, Manpreet Singh, and insurance broker Jagdeep Singh.

In addressing the pending issue certain facts are undisputed. Sunview Logistics, Inc. and Speed Intermodal are two separate companies, both owned by a single owner, Manpreet Singh. At the time of applicant's injury, Clear Spring Insurance provided Workers' Compensation Insurance for Sunview Logistics, Inc. Speed Intermodal apparently was uninsured for this purpose. As to the question of who employed applicant Harminder Singh on December 11, 2021, Clear Springs Insurance argues that evidence presented at hearing establishes applicant to be employed by Speed Intermodal and with Speed Intermodal arguing that applicant was employed by Sunview Logistics, and therefore with injuries covered under its workers' compensation policy. Evidence offered at hearing does reference that Speed Intermodal was established in June of 2013 with Sunview Logistics formed in 2018. The overall business appears to be pickup and delivery provided by trucks and trailers. In the past, and prior to formation of Sunview Logistics, drivers were treated as independent contractors and subject to IRS 1099 forms and working under Speed Intermodal. During the passage of time, and giving due consideration to anticipated California legislation of independent contractors becoming employees (AB5 signed by CA Governor in September, 2019), Sunview Logistics was created to purportedly employ its drivers. Truck Lease Agreement was established on July 1, 2018 with Owner listed as Speed Intermodal and Lessee listed as Sunview Logistics, and Manpreet Singh signing on behalf of both entities (Manpreet Singh's Exhibit A).

As to who employed Harminder Singh in December of 2021, documentary evidence offered at hearings includes, but not limited to the following:

- 1) Checks paid to Harminder Singh post July 2021 reflect payment through US Bank and are captioned or titled Sunview Logistics (Manpreet Singh's Exhibits B, D, F; Applicant's Exhibit 19);
- 2) W-2 for year 2021 names Harminder Singh as employee and Sunview Logistics as employer (Manpreet Singh's Exhibit B)
- 3) Federal Withholding Document pertaining to Harminder Singh for period 10/8/2021-12/24/2021 (covering period 1/1/2021-12/31/2021) captioned Sunview Logistics (Manpreet Singh's Exhibit C);
- 4) Product dispatch logs pertaining to Harminder Singh and captioned Sunview Logistics (Manpreet Singh's Exhibit E);
- 5) W-4 signed electronically by Harminder Singh on 7/31/2021 reflecting employer as Speed Intermodal with first date of employment to be 12/18/2021 (Applicant's Exhibit 9 and Sunview/Clear Spring Exhibit F1);
- 6) Subpoenaed records of Speed Intermodal (Sunview/Clear Spring F1) reflecting series of documents electronically signed by applicant referencing Speed Intermodal and in anticipation of Harminder Singh's hiring including Safety Performance History Record Request, Driver Employment Application and Background, Alcohol and Controlled Substance Consent and Release, and with "Prospective Employer-Speed Intermodal" (electronically signed by Harminder Singh 7/31/2021 and 10/9/2021) Further documents include 9/9/2021 Driver Record Information from DMV directed to Speed Intermodal, Department of Homeland Security Document Form I-9 signed by applicant on 12/18/2021 with the employer listed as Speed Intermodal, 2020 W4 signed by applicant electronically with employer listed as Speed Intermodal, and also 7/31/2021 sign offs by applicant regarding policies addressing employment with Speed Intermodal (drivers safety, seat belt policy, mobile phone policy, consumer and investigative reporting);
- 7) 7/31/2021 Quest Diagnostics pre-employment reporting referring to Harminder Singh and Speed Intermodal (Applicant's Exhibit 15);
- 8) Department of Homeland Security Form I-9 noting employer business name as Speed Intermodal with applicant's first date of employment 7/31/2021 and signed electronically by applicant 12/18/2021 (Applicant's Exhibit 16 and Sunview/Clear Spring Exhibit F1);

Based on testimony provided by the parties and exhibits offered into evidence this WCJ issued a factual determination that Harminder Singh was jointly employed by both Sunview Logistics Inc. and Manpreet Singh/dba Speed Intermodal, and with both employers being jointly and severally liable.



### **III.** **DISCUSSION**

Petitioner, Speed Intermodal and its shareholder Manpreet Singh, raises argument in its Petition for Reconsideration that applicant was employed only by Sunview Logistics with Sunview Logistics exerting all control over Manpreet Singh during employment. This WCJ does not dispute procedural history or testimony raised by petitioner in his petition. Such testimony of the witnesses clearly support a finding that Harminder Singh was employed by Sunview Logistics at the time of injury. This is further supported by payroll information noted above including pay checks captioned or titled Sunview Logistics (Manpreet Singh's Exhibits B, D, F; Applicant's Exhibit 19), W-2 for year 2021 (Manpreet Singh Exhibit B), Federal Withholding Document captioned Sunview (Manpreet Singh's Exhibit C). Further, dispatch logs pertaining to applicant are captioned Sunview Logistics (Manpreet Singh's Exhibit E).

While accepting that Harminder Singh was employed by Sunview, this WCJ takes note of evidence and exhibits noted above also supporting concurrent employment or dual employment with Speed Intermodal. This WCJ takes exception to argument raised by petitioner that there is no evidence of joint venture or joint enterprise engaged by Sunview Logistics and Speed Intermodal, or that there was no joint control. The record, considered in its entirety, creates a factual basis suggesting otherwise.

Firstly, Speed Intermodal and Sunview Logistics are owned by a single shareholder, Manpreet Singh. Speed Intermodal owned trucks which were leased to Sunview Logistics, and for the purpose of door to door delivery (MOH 5/8/2024, page 4, line 13). This suggests an outcome resulting from joint enterprise of both businesses. Notwithstanding applicant's testimony supporting employment and control at Sunview Logistics, subpoenaed records of Speed Intermodal (Sunview/Clear Spring Exhibit F1) add information supporting argument of joint or dual employment and based on following:

- 1) Safety Performance History Records Request referencing "My Prospective Employer" as Speed Intermodal and electronically signed by applicant 10/9/2021 (page 00002);
- 2) Section 4 of document "to be completed by Prospective Employer Speed Intermodal" 7/31/2021 (page 00003);
- 3) Driver Employment Application 7/31/2021 captioned Speed Internodal (page 00004);
- 4) 7/31/2021 authorization for Speed Intermodal to investigate personal, financial and medical history electronically signed by applicant on 7/31/2021 (page 00007);
- 5) Alcohol and Controlled Substance Consent Release referencing Speed Intermodal policy regarding rule violation and potential hiring, and electronically signed by applicant on 7/31/2021 (page 00008);
- 6) Safety Performance History Record Request listing prospective employer – Speed Intermodal, and executed electronically 7/31/2021 (page 000010);

- 7) DOT Drug and Alcohol Policy of Speed Intermodal (page 000012);
- 8) “Employee Write Up”: captioned Speed Intermodal referencing driver as Harminder Singh and manager as Manpreet Singh and referencing unsafe driving and violation occurring on 10/16/2021 (page 00043)

Contrary to argument raised in Speed Intermodal’s Petition for Reconsideration, Speed Intermodal was certainly involved in the hiring process of Harminder Singh and as noted above. Following applicant’s hire, Speed Intermodal was involved in maintaining a continuing safety policy as referenced in 10/16/2021 “Employee Write Up” pertaining to applicant, Harminder Singh, and captioned Speed Intermodal. Notwithstanding petitioner’s argument that applicant only consented to employment with Sunview Logistics and was subjected to Sunview control, the above documents suggest otherwise. Further, it appears that applicant’s relationship with Speed Intermodal meets the employee definition as addressed in Labor Code section 3351. As noted in the above applicant employee write up, the document references Speed Intermodal and with violation of employer policy, and with reference to Manpreet Singh acting as applicant’s manager. At very least applicant was subject to control of both Sunview Logistics and Speed Intermodal, and worked under the management of owner Manpreet Singh. Such dual control of both Speed Intermodal and Sunview Logistics is further evidence of joint or dual employment (see *National Auto. and Casualty Ins. Co. v. I.A.C.* (1947) 80 Cal. App.2d 769, 12 Cal. Comp. Cases 150; *Campos v. DTL Logistics Inc.*, 2022 Cal. Wrk. Comp. P.D. LEXIS 360; *Nova Casualty Co. v. WCAB (Canales)* (2023) 89 Cal. Comp. Cases 83 (writ denied)).

Notwithstanding argument raised by petitioner that there was no evidence supporting that each company had combined or common business undertaking, the record considered in its entirety suggests otherwise and as noted above. Whereas petitioner argues that the companies were run separately, independently, with separate finances and purposes, the exhibits noted above suggest overall interest, influence, and even some control by Speed Intermodal beyond the date of hire. Notwithstanding petitioner’s effort to separate each company, this WCJ also takes further note of testimony of owner Manpreet Singh that trucks owned by Speed Intermodal maintained both names and signs of Speed Intermodal and Sunview Logistics on truck fronts (MOH 5/8/2024, page 7, lines 20-21). Such advertisement further supports argument and evidence that services performed were for the mutual benefit of two entities, and again evidence of dual or joint employment (*Vasquez De Avila v. Holy Care Group*, 2014 Cal. Wrk. Comp. P.D. LEXIS 277). Giving consideration to the record presented including factual determination that both entities are owned by the same employer, that Speed Intermodal participated in the hiring procedure and employment requirements and policy, and exerted some control evidenced by employment write up for policy violation, this WCJ found applicant to be jointly employed by both Speed Intermodal and Sunview Logistics, and consistent with case law.

**IV**  
**RECOMMENDATION**

It is recommended that the Petition for Reconsideration be denied.

Respectfully submitted,

Date: 2/14/2025

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**JEFFREY WILSON**  
Workers' Compensation  
Administrative Law Judge

## **OPINION ON DECISION**

Applicant, a 61-year-old truck driver, claims injury arising out of and in the course of his employment on December 11, 2021 while employed by Sunview Logistics, Inc., and/or Manpreet Singh, dba Speed Intermodal. At the time of alleged injury Sunview Logistics was insured for workers' compensation by Clear Spring Property Casualty Company administered by Cannon Cochran Claims Management and with Manpreet Singh, dba, Speed Intermodal, uninsured. Manpreet Singh is the sole shareholder for both Sunview Logistics and Speed Intermodal. The limited issue before the Board is whether applicant was employed by Sunview Logistics or by Manpreet Singh, Speed Intermodal. The matter proceeded to hearings before Administrative Law Judge (WCJ) Jeffrey Wilson, on September 13, 2023, January 24, 2024, March 11 and 12, 2024, May 8, 2024, and November 13, 2024.

In addressing the pending issue this WCJ takes note of various undisputed facts. Sunview Logistics, Inc. and Speed Intermodal are two separate companies, both owned by a single owner, Manpreet Singh. At the time of applicant's injury, Clear Spring Insurance provided Workers' Compensation Insurance for Sunview Logistics, Inc. Speed Intermodal apparently was uninsured for this purpose. As to the question of who employed applicant Harminder Singh on December 11, 2021, Clear Springs Insurance argues that evidence presented at hearing establishes applicant to be employed by Speed Intermodal and with Speed Intermodal arguing that applicant was employed by Sunview Logistics, and therefore with injuries covered under its workers' compensation policy. Evidence offered at hearing does reference that Speed Intermodal was established in June of 2013 with Sunview Logistics formed in 2018. The overall business appears to be pickup and delivery provided by trucks and trailers. In the past, and prior to formation of Sunview Logistics, drivers were treated as independent contractors and subject to IRS 1099 forms and working under Speed Intermodal. During the passage of time, and giving due consideration to anticipated California legislation of independent contractors becoming employees (AB5 signed by CA Governor in September, 2019), Sunview Logistics was created to purportedly employ its drivers. Truck Lease Agreement was established on July 1, 2018 with Owner listed as Speed Intermodal and Lessee listed as Sunview Logistics, and Manpreet Singh signing on behalf of both entities (Manpreet Singh's Exhibit A).

As to who employed Harminder Singh in December of 2021, documentary evidence offered at hearings includes, but not limited to the following:

- 1) Checks paid to Harminder Singh post July 2021 reflect payment through US Bank and are captioned or titled Sunview Logistics (Manpreet Singh's Exhibits B, D, F; Applicant's Exhibit 19);
- 2) W-2 for year 2021 names Harminder Singh as employee and Sunview Logistics as employer (Manpreet Singh's Exhibit B);

- 3) Federal Withholding Document pertaining to Harminder Singh for period 10/8/2021-12/24/2021 (covering period 1/1/2021-12/31/2021) captioned Sunview Logistics (Manpreet Singh's Exhibit C);
- 4) Product dispatch logs pertaining to Harminder Singh and captioned Sunview Logistics (Manpreet Singh's Exhibit E);
- 5) W-4 signed electronically by Harminder Singh on 7/31/2021 reflecting employer as Speed Intermodal with first date of employment to be 12/18/2021 (Applicant's Exhibit 9 and Sunview/Clear Spring Exhibit F1);
- 6) Subpoenaed records of Speed Intermodal (Sunview/Clear Spring F1) reflecting series of documents electronically signed by applicant referencing Speed Intermodal and in anticipation of Harminder Singh's hiring including Safety Performance History Record Request, Driver Employment Application and Background, Alcohol and Controlled Substance Consent and Release, and with "Prospective Employer-Speed Intermodal" (electronically signed by Harminder Singh 7/31/2021 and 10/9/2021) Further documents include 9/9/2021 Driver Record Information from DMV directed to Speed Intermodal, Department of Homeland Security Document Form I-9 signed by applicant on 12/18/2021 with the employer listed as Speed Intermodal, 2020 W4 signed by applicant electronically with employer listed as Speed Intermodal, and also 7/31/2021 sign offs by applicant regarding policies addressing employment with Speed Intermodal (drivers safety, seat belt policy, mobile phone policy, consumer and investigative reporting);
- 7) 7/31/2021 Quest Diagnostics pre-employment reporting referring to Harminder Singh and Speed Intermodal (Applicant's Exhibit 15);
- 8) Department of Homeland Security Form I-9 noting employer business name as Speed Intermodal with applicant's first date of employment 7/31/2021 and signed electronically by applicant 12/18/2021 (Applicant's Exhibit 16 and Sunview/Clear Spring Exhibit F1);

In review of the exhibits noted above, it is clear that representation has been made by owner Manpreet Singh that Harminder Singh was to be employed or was employed by Speed Intermodal and/or Sunview Logistics. At hearing testimony was provided by applicant and witnesses supporting applicant's understanding, and notwithstanding his electronic signature appearing on documents pertaining to Speed Intermodal, that he was employed by Sunview Logistics. His understanding was based on contact with others who represented that they were employed by Sunview, load documents subject to pickup and delivery containing Sunview logo, office contact with Sunview logo, payroll checks received in applicant's name bearing Sunview caption, driving trucks with trailers bearing caption of Sunview (but also Speed Intermodal). Testimony at hearing of witnesses including owner Manpreet Singh and Manpreet Singh's insurance agent, Jagdeep Singh, further support the owner's intention to establish Sunview Logistics in 2018 to lease trucks which were to be owned by Speed

Intermodal, and with drivers to now be listed as employees of Sunview Logistics, and with workers' compensation coverage to be provided for drivers through Sunview.

Notwithstanding testimony of applicant and witnesses provided at hearings, this WCJ cannot ignore the exhibits referred to above, and which also refer to applicant as either an employee or intended employee of Speed Intermodal. While an effort had been made to separate responsibilities of each entity, there appears to be an overlap as it applies to the employee. As noted above, driver employment application and background, safety performance history record, alcohol and substance consent releases, safety and mobile phone policies, and laboratory diagnostic testing all refer to employer as Speed Intermodal. These documents all lend to argument that Speed Intermodal maintains some control over drivers. Moreover, these same principles carry over to Sunview drivers including procedure and safety. When considering that both Speed Intermodal and Sunview Logistics entities are principally owned and controlled by the same individual, Manpreet Singh, it would appear that applicant, Harminder Singh, was working for the benefit of both entities. Both entities mutually benefit from applicant's employment. Under such circumstances, this WCJ determines that applicant is an employee of both entities, Speed Intermodal and Sunview Logistics. Further, both entities are subject to joint and several liability.

Date: 1/10/2025

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**JEFFREY WILSON**  
Workers' Compensation  
Administrative Law Judge