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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CHARDEA DAVIS, KENTRICE KIZZEE, and
LEFENNUS LINDQUIST individually, and on
behalf of other members of the general public
similarly situated,

Plaintiffs,

v.

4 GEN LOGISTICS, L.L.C., an Arizona limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
7/15/2025 1:13 PM
By: Iridian Cuen Rubio, DEPUTY

Case No.: CIVSB2501833

Assigned for All Purposes to:
The Honorable Christian Towns
Department S26

FIRST AMENDED COMPLAINT

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Indemnify Employees for Expenditures (Lab. Code § 2802);
3. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
4. Failure to Timely Pay Wages upon Separation of Employment (Lab. Code §§ 201-203);
5. Failure to Timely Pay Wages During Employment (Lab. Code §§2010);
6. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).
7. Civil Penalties Under the Private Attorneys General Act, §§2698, et seq.

Complaint Filed: January 16, 2025
Trial Date: None Set

1 Plaintiffs CHARDEA DAVIS, KENTRICE KIZZEE and LEFENNUS LINDQUIST
2 (“Plaintiffs”), based upon facts that either have evidentiary support or are likely to have evidentiary
3 support after a reasonable opportunity for further investigation and discovery, individually and on
4 behalf of all other members of the public similarly situated, alleges as follows:

5 **I. INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants 4 Gen Logistics, LLC (“4 Gen”), and
7 DOES 1 through 10 (collectively, “Defendants”) for California Labor Code violations and unfair
8 business practices stemming from Defendants’ failure to pay for all hours worked (minimum, and
9 straight time wages), failure to provide accurate itemized wage statements, failure to timely pay
10 final wages, failure to indemnify employees for expenditures, and unfair business practices.

11 2. Plaintiffs bring the First through Sixth Causes of Action individually and as a class
12 action on behalf of Plaintiff and certain current and former employees of Defendants (collectively,
13 the “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiffs
14 and all other persons who have been employed by any Defendant in California as an hourly-paid
15 or non-exempt employee during the statute of limitations period applicable to the claims pleaded
16 here.

17 3. Plaintiffs bring the Seventh Cause of Action individually and on behalf of all
18 persons who worked for Defendants in California as an hourly paid or non-exempt employee
19 during the statute of limitations period applicable to the claims pleaded herein (hereinafter, the
20 “Aggrieved Employees”).

21 4. Defendants own/owned and operate/operated an industry, business, and
22 establishment within the State of California, including Los Angeles County. As such and based
23 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
24 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
25 (IWC), and the California Business and Professions Code.

26 5. Despite these requirements, throughout the statutory period, Defendants have, at
27 times:
28

(a) Failed to pay employees for all hours worked, including all minimum and straight time wages in compliance with the California Labor Code and IWC Wage Orders;

(b) Willfully failed to pay employees all minimum wage and straight time wages, due within the time period specified by California law when employment terminates;

(c) Failed to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and

(d) Failed to indemnify employees for expenditures incurred in direct discharge of duties of employment.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiffs and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of respondeat superior.

II. THE PARTIES

A. Plaintiffs

8. Plaintiffs are California residents who worked for Defendants 4 Gen Logistics, L.L.C. and DOES 1 through 10 ("Defendants") in California as a nonexempt employees paid hourly from approximately.

9. Plaintiff Chardea Davis worked for Defendants as a truck driver from approximately October 26, 2024 to December 19, 2024.

10. Plaintiff Kentrice Kizzee has worked for Defendants as a truck driver from approximately August 2024 to present.

11. LeFennus Lindquist has worked for Defendants as a truck driver from approximately March 01, 2024 to present.

12. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as well as to add additional claims.

B. Defendants

13. Plaintiffs allege, on information and belief, that Defendants are, and at all times herein mentioned, were:

- (a) Business entities qualified to do business and actually conducting business in numerous counties throughout the State of California, including in San Bernardino County; and,
- (b) The current and former employers of Plaintiffs and the current and/or former employer of the Class Members because Defendants engaged Plaintiffs and the Class to work; and/or suffered and permitted Plaintiffs and the Class to work, and/or controlled or had the power and authority to control their wages, hours, or working conditions;

14. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and of the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

15. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants were in some manner legally responsible for the damages suffered by Plaintiffs and the Class as alleged herein. Plaintiffs will amend their complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

16. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or

1 injured a significant number of the Plaintiffs and the Class in the State of California.

2 17. Plaintiffs are informed and believes and thereon alleges that at all relevant times
3 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and
4 the other employees described in the class definitions below, and exercised control over their
5 wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that,
6 at all relevant times, each Defendants were the principal, agent, partner, joint venturer, officer,
7 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
8 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
9 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
10 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
11 alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted
12 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
13 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
14 abetted the conduct of all other Defendants.

15 **III. JURISDICTION AND VENUE**

16 18. This Court has jurisdiction over this matter because Plaintiffs bring this Complaint
17 for various violations of the Labor Code and California Industrial Welfare Commission (“IWC”)
18 orders, Defendants are business entities operating in California, and Plaintiffs are California
19 residents.

20 19. This class action is brought pursuant to California Code of Civil Procedure section
21 382. The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal
22 jurisdiction limits of the Superior Court and will be established according to proof at trial. This
23 Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section
24 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.
25 Plaintiffs’ share of damages, penalties, and other relief sought in this action does not exceed
26 \$75,000.

27 20. Venue is proper in this judicial district because Defendants maintain offices, have
28 agents, and/or transact business in, and many of the acts and omissions that give rise to the claims

1 for relief alleged herein took place in the County of San Bernardino, California.

2 **IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 21. Plaintiffs work or worked for Defendants in California as non-exempt employees
4 and were paid hourly. Defendants typically scheduled Plaintiffs to work at least five days in a
5 workweek and at least ten hours per day, but Plaintiffs often worked more than ten hours per day
6 and forty (40) hours in a workweek.

7 22. Plaintiffs bring this action against Defendants for Labor Code violations and unfair
8 business practices stemming from Defendants' failure to pay for all hours worked (including
9 minimum and straight time wages), failure to reimburse business expenses, failure to furnish
10 accurate wage statements, failure to pay final wages at termination, failure to timely pay wages
11 during employment. Defendants' managers also engaged in systematic and widespread altering of
12 time records to hide Labor Code violations. As discussed below, Plaintiffs' experience working
13 for Defendants was typical and illustrative of the class.

14 23. Plaintiffs bring these causes of action individually and as a class action on behalf of
15 certain current and former employees of Defendants (hereinafter collectively referred to as the
16 "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiffs and
17 all other persons who have been employed by Defendant in California as an hourly-paid or non-
18 exempt employee during the statute of limitations period applicable to the claims pleaded here.

19 24. Defendants own/owned and operate/operated an industry, business, and
20 establishment within the State of California, including San Bernardino County. As such and based
21 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
22 subject to the Labor Code, Wage Orders issued by the IWC, and the California Business &
23 Professions Code.

24 25. Despite these requirements, throughout the statutory period, Defendants willfully
25 failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiffs and the
26 Class and instead maintained a systematic, company-wide policy and practice of including, but not
27 limited to, the following violations on a regular basis:

28 (a) Failing to pay employees for all hours worked, including minimum and straight time

wages. For example, Defendants:

- (1) required employees to perform work off-the-clock, without compensation, including, but not limited to, requiring Plaintiffs to clock in no earlier than 10 minutes before leaving the yard. Furthermore, the time for pre-trip truck inspections was not recorded, including the time spent charging the trucks. Plaintiffs were also required to complete online training during their own time, off the clock, and to carry a work phone during meal/rest breaks. Additionally, the work phone, which tracked time, stopped recording when Plaintiffs were driving slower than 5 mph or when no movement was detected. As a result, even though Plaintiffs were working, their time was not recorded.; and/or
 - (2) failed to pay for all hours worked, as required; and/or
 - (3) required them to continue working during unpaid meal and rest periods; and/or
 - (4) failed to maintain accurate records of the hours worked; and/or
- (b) Failing to indemnify employees for work-related expenses, such as having to use their personal cell phone for work-related communications and purchased gloves, Windex glass cleaner, paper towels, portable heaters, and Urine bags to perform job duties, all without reimbursement.
 - (c) Failing to provide employees with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the correct legal entity's address, the rest and meal break premiums, and the total wages for all hours worked, among other things.
 - (d) Failing to timely pay employees their final wages due upon separation of employment, including, but not limited to, all expenditures, minimum wages, and straight time wages.

(e) Falsifying and/or altering time records to avoid paying all hours worked, as required Lab. Code §§1174(d), 1198. For example, the work phone, which tracked time, stopped recording when Plaintiffs were driving slower than 5 mph or when no movement was detected. As a result, the timekeeping system did not accurately reflect meal/rest breaks, and the actual time worked.

(f) Failing to provide safe and healthy workplace, including sanitation facilities under Lab. Code §6400, 6401.

(g) Failing to timely pay wages during employment in violation of §204 of Lab. Code.

26. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

27. As a result of these violations of Labor Code § 226(a), Plaintiffs and the Class suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum and straight time wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum and straight time wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum and straight time wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum and straight time wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum and straight time wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to

1 them, computations they would not have to make if the wage statements contained
2 the required accurate information;

3 (g) by understating the wages truly due to them, the violations caused them to lose
4 entitlement and/or accrual of the full amount of Social Security, disability,
5 unemployment, and other governmental benefits; and,

6 (h) the wage statements inaccurately understated the wages, hours, and wage rates to
7 which Plaintiffs and the Class were entitled, and Plaintiffs and the Class were paid
8 less than the wages and wage rates to which they were entitled.

9 28. Thus, Plaintiffs and the Class are owed the amounts provided for in Labor Code §
10 226(e) and injunctive relief under Labor Code § 226(h).

11 **V. CLASS ACTION ALLEGATIONS**

12 29. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
13 persons similarly situated, and thus, seek class certification under California Code of Civil
14 Procedure section 382.

15 30. All claims alleged herein arise under California law for which Plaintiffs seek relief
16 authorized by California law.

17 31. The proposed Class consists of and is defined as:

18 All persons who worked for any Defendant in California as an hourly-paid or
19 non-exempt employee at any time during the period beginning four years before
20 the filing of the initial complaint in this action and ending on the first day of trial
 in this matter.

21 32. At all material times, Plaintiffs were members of the Class.

22 33. Plaintiffs undertook this concerted activity to improve the wages and working
23 conditions of all Class Members.

24 34. There is a well-defined community of interest in the litigation and the Class is
25 readily ascertainable:

26 (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous
27 that joinder of all members would be unfeasible and impractical. The membership
28 of the entire Class is unknown to Plaintiffs at this time; however, the Class is

estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly, and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- (1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- (2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- (3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- (4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or

indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class Members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

35. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum and straight time wages;
- (b) Failed to indemnify Class Members for expenditures
- (c) Failed to provide Class Members with accurate wage statements;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to timely pay wages during employment in violation of §204 of Lab. Code; and
- (f) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

36. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief

for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

(1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

(2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

37. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

1 **VI. CAUSES OF ACTION**¹

2 **FIRST CAUSE OF ACTION**

3 **(Failure to Pay Minimum and Straight Time Wages for All Hours Worked)**

4 38. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
5 paragraphs.

6 39. “Hours worked” is the time during which an employee is subject to the control of
7 an employer and includes all the time the employee is suffered or permitted to work, whether or
8 not required to do so.

9 40. At all relevant times herein mentioned, Defendants knowingly failed to pay
10 Plaintiffs and the Class compensation for all hours they worked. For instance, Defendants’
11 management required Plaintiffs to clock in no earlier than 10 minutes before leaving the yard.
12 Furthermore, the time for pre-trip truck inspections was not recorded, including the time spent
13 charging the trucks. Plaintiffs were also required to complete online training during their own time,
14 off the clock, and to carry a work phone during meal/rest breaks. Additionally, the work phone,
15 which tracked time, stopped recording when Plaintiffs were driving slower than 5 mph or when no
16 movement was detected. As a result, even though Plaintiffs were working, their time was not
17 recorded. By their failure to pay compensation for each hour worked as alleged above, Defendants
18 willfully violated the provisions of Labor Code § 1194, and any additional applicable Wage Orders
19 that require such compensation to non-exempt employees.

20 41. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight
21 time wages for all non-overtime hours worked for Defendants.

22 42. By and through the conduct described above, Plaintiffs and the Class have been
23 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

24 43. By virtue of the Defendants’ unlawful failure to pay additional compensation to
25 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class
26
27

28 ¹ Unless otherwise stated, Plaintiff asserts all causes of action against all Defendants.

suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

44. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs and the Class.

45. Pursuant to Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

46. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Failure to Indemnify Employees for Expenditures)

47. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

48. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

49. Defendants violated Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants, including, but not limited to the use of their personal cell phone for work-related communications and purchase of gloves, Windex glass cleaner, paper towels, portable heaters, and Urine bags to perform job duties, all without reimbursement. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

50. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

THIRD CAUSE OF ACTION

(Failure to Provide and Maintain Accurate and Compliant Wage Records)

51. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

52. At all material times set forth herein, Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (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 the last four digits of his or her social security number or an employee identification number other than a social security number, (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.

53. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements compliant with these Labor Code sections. For example, Plaintiffs' paystubs do not list the correct legal entity's address, the rest and meal break premiums, and the total wages for all hours worked, among other things.

54. As a result of Defendants' violation of Labor Code §§ 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

55. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' intentional violations of California §§ 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under Labor Code § 226(a).

56. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following

Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

57. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

58. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to Labor Code § 226(h).

FOURTH CAUSE OF ACTION

(Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

59. Plaintiff Kentrice Kizzee incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

60. At all times herein set forth, Labor Code §§ 201 and 202 provide that, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

61. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e., was terminated by quitting or discharge, and the employment of other member will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

62. Defendants' failure to pay those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code §§ 201 and 202.

63. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty

1 wage from the due date, and at the same rate until paid or until an action is commenced; but the
2 wages shall not continue for more than thirty (30) days.

3 64. The Class is entitled to recover from Defendants their additionally accruing wages
4 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
5 pursuant to Labor Code § 203.

6 65. Pursuant to Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an
7 award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

8 **FIFTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Timely Pay Wages During Employment)**

10 66. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above
11 paragraphs.

12 67. This cause of action is dependent upon, and wholly derivative of, the minimum and
13 straight time wages that were not timely paid to Plaintiffs and Class Members during their
14 employment.

15 68. At all times relevant herein set forth, Labor Code section 204 provides that all wages
16 earned by any person in any employment between the first (1st) and the fifteenth (15th) days,
17 inclusive, of any calendar month, other than those wages due upon termination of an employee,
18 are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month
19 during which the labor was performed.

20 69. At all times relevant herein, Labor Code section 204 provides that all wages earned by
21 any person in any employment between the sixteenth (16th) and the last day, inclusive, of any
22 calendar month, other than those wages due upon termination of an employee, are due and payable
23 between the first (1st) and the tenth (10th) day of the following month.

24 70. At all times relevant herein, Labor Code section 204 provides that all wages earned for
25 labor in excess of the normal work period shall be paid no later than the payday for the next regular
26 payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that
27 the requirements of this section are deemed satisfied by the payment of wages for weekly,
28

biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

71. During the relevant time period, Defendants willfully failed to pay Plaintiffs and Class Members all wages due including, but not limited to, minimum and/or straight time wages within the time periods specified by California Labor Code section 204.

72. Defendants' failure to pay Plaintiffs and Class Members all wages due violates Labor Code section 204. Plaintiffs and Class Members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

SIXTH CAUSE OF ACTION

(Violations of California Business & Professions Code §§ 17200, et seq.)

73. Plaintiffs incorporate by reference and reallege, as if fully stated herein, the above paragraphs.

74. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

75. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class Members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

76. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, et seq.

77. A violation of California Business & Professions Code §§ 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described above in the foregoing causes of action are unlawful and in violation of public policy; and are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, et seq.

78. By and through their unfair, unlawful, and/or fraudulent business practices

described herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and has deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

79. Plaintiffs and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

80. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

81. Plaintiffs, individually, and on behalf of members of the putative class, are further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

82. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

83. Plaintiffs also allege that, if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings.

84. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by

Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

SEVENTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys General Act of 2004,

Cal. Lab. Code, §§ 2698, *et seq.*)

85. Plaintiffs incorporate by reference and re-allege, as if fully stated herein, the above paragraphs.

86. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

87. California Labor Code section 2699, subdivision (a) specifically provides for a private right of action to recover penalties for violations of the California Labor Code: "Notwithstanding any other provision of law, 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 on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3."

88. Plaintiffs have exhausted their administrative remedies pursuant to California Labor Code section 2699.3. On or about January 16, 2025 Plaintiffs Kizzee and Davis gave written notice by online filing to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants have violated against Plaintiffs and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee on or about January 16, 2025. Plaintiff Kizzee and Davis' PAGA case number is LWDA-CM-1073751-25.

89. Plaintiff Lindquist separately gave written notice to the LWDA and Defendants by certified mail on March 26, 2025. Plaintiff also paid the filing fee on or about that date. Plaintiff

1 Lindquist's PAGA case number is LWDA-CM-1088456-25.

2 90. More than 65 days has elapsed since all Plaintiffs provided notice, but the Labor and
3 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor
4 Code violations discussed in the notices. Accordingly, Plaintiffs may commence a civil action to
5 recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the
6 violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code
7 section 2699, subdivision (a), Plaintiffs on behalf of themselves and all current and former
8 Aggrieved Employees, seek recovery of any and all applicable civil penalties for Defendants'
9 violation of California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

10 91. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor Code
11 section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,
12 including any entity, employing labor who willfully fails to maintain accurate and complete records
13 required by California Labor Code section 1174 is subject to a penalty under section 1174.5.
14 Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep
15 time records showing when the employee begins and ends each work period. Meal periods, and
16 total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order
17 section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period
18 and applicable rates of pay.

19 92. During the time period of employment for Plaintiffs and the Aggrieved Employees,
20 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
21 failing to maintain accurate records showing meal periods, and accurate records showing when
22 employees begin and end each work period. Defendants' failure to provide and maintain records
23 required by the California Labor Code and IWC Wage Orders deprived Plaintiffs and the
24 Aggrieved Employees the ability to know, understand and question the accuracy and frequency of
25 meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore,
26 Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages,
27 all of which resulted in an unjustified economic enrichment to Defendants. As a direct result,
28 Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses

1 related to the use and enjoyment of such wages, lost interest on such wages and expenses and
2 attorney's fees in seeking to compel Defendants to fully perform their obligation under state law,
3 all to their respective damage in amounts according to proof at trial. Because of Defendants'
4 knowing failure to comply with the California Labor Code and applicable IWC Wage Orders,
5 Plaintiffs and the Aggrieved Employees have also suffered an injury in that they were prevented
6 from knowing, understanding, and disputing the wage payments paid to them.

7 93. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of
8 civil penalties on behalf of the State of California and similarly Aggrieved Employees of
9 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
10 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

11 94. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to
12 California Labor Code section 2699, subdivision (g)(1) which states, "Any employee who prevails
13 in any action shall be entitled to an award of reasonable attorney's fees and costs."

14 **VII. PRAYER FOR RELIEF**

15 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
16 the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

17 **CLASS CERTIFICATION**

- 18 1. That this action be certified as a class action with respect to all of its causes of
19 action;
20 2. That Plaintiffs be appointed as the representative of the Class; and,
21 3. That counsel for Plaintiffs be appointed as Class Counsel.

22 **AS TO THE FIRST CAUSE OF ACTION**

- 23 1. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order
25 by willfully failing to pay minimum wages and/or straight time wages to Plaintiffs and Class
26 Members;

- 27 2. For general unpaid wages and such general and special damages as may be
28 appropriate;

3. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

5. For liquidated damages pursuant to California Labor Code section 1194.2; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SECOND CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and Class Members;

2. For unpaid business-related expenses and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

4. For all actual, consequential, and incidental losses and damages, according to proof;

5. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE THIRD CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiffs and Subclass Members, and willfully failed to provide accurate itemized wage statements thereto;

2. For all actual, consequential, and incidental losses and damages, according to proof;

3. For injunctive relief pursuant to California Labor Code section 226(h);

4. For statutory penalties pursuant to California Labor Code section 226(e);

5. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1);

and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FOURTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay minimum wages, straight time wages, and/or sick leave pay owed at the time of termination of the employment of Plaintiffs and other terminated Class Members;

2. For all actual, consequential and incidental losses and damages, according to proof;

3. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

4. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

5. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FIFTH CAUSE OF ACTION

7. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiffs and Class minimum wages, straight time wages, and/or sick leave pay during their employment;

8. For all actual, consequential and incidental losses and damages, according to proof;

9. For statutory penalties according to proof pursuant to California Labor Code section 210;

10. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

11. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

12. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SIXTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, et seq. by failing to provide Plaintiffs and Class Members Plaintiffs and Class Members all minimum and straight time wages due to them, failing to provide Plaintiffs and Class Members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and Class Members, failing to timely pay all earned wages during employment, and failing to reimburse Plaintiffs and Class Members for business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, et seq.;

2. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

3. For the appointment of a receiver to receive, manage and distribute all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 et seq.; and

4. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, et seq.

AS TO THE SEVENTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hour worked (including minimum and straight time wages), failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

2. For all civil penalties pursuant to California Labor Code sections 2699, *et seq.*, and all other applicable Labor Code provisions;

3. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699; and;

4. For such other and further relief as the Court may deem equitable and appropriate.

AS TO ALL CAUSES OF ACTION

1. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due or as provided by law;

2. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5 and/or Labor Code § 1194(a) and/or Labor Code § 2699(g) or as otherwise provided by law as to all causes of action that allow recovery of attorney's fees;

3. For a trial by jury as to all causes of action triable by jury; and

4. For such other and further relief as the Court may deem equitable and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: July 15, 2025

Respectfully submitted,



Thiago M. Coelho
Jesenia A. Martinez
Lauren Lenzion
Jesse S. Chen

WILSHIRE LAW FIRM, PLC
Attorneys for Plaintiff and the Putative Class

PROOF OF SERVICE

Davis, et. al. v. 4 Gen Logistics, LLC
Case No.: CIVSB2501833

I, Brigitte Molina, state that I am employed in Los Angeles County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is *brigitte.molina@wilshirelawfirm.com*.

On **July 15, 2025**, I served the foregoing document(s) described as:

FIRST AMENDED COMPLAINT

on interested parties in this action as follows:

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Attorneys for Defendant, 4 Gen Logistics, LLC

(X) **BY E-MAIL:** Based on a court order or an agreement of the parties to accept service by electronic transmission per Code of Civil Procedure, section 1010.6, I caused the document(s) to be sent to the persons at the electronic notification addresses listed on the service list above, which shows the addressees' most recently known email address or e-mail of record in this action. My electronic service address is *brigitte.molina@wilshirelawfirm.com*.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **July 15, 2025**, at Los Angeles, California.

/s/ Brigitte Molina

Brigitte Molina