

1 DANIELLE J. MOSS, *PRO HAC VICE PENDING*
dmoss@gibsondunn.com
2 GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
3 New York, NY 10166-0193
Telephone: 212.351.4000
4 Facsimile: 212.351.4035

5 MEGAN COONEY, SBN 295174
mcooney@gibsondunn.com
6 LAUREN M. FISCHER, SBN 318625
lfischer@gibsondunn.com
7 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
8 Irvine, CA 92612-4412
Telephone: 949.451.3800
9 Facsimile: 949.451.4220

10 Attorneys for Defendant
PELTON INTERACTIVE, INC.

11
12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 MARK COHEN, as an individual and
on behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 PELOTON INTERACTIVE, INC., a
18 Delaware corporation; and Does 1
through 50, inclusive,

19 Defendants.
20

CASE NO. 2:22-cv-01425

**DEFENDANT PELOTON
INTERACTIVE, INC.'S NOTICE OF
REMOVAL OF CLASS ACTION**

(Los Angeles County Superior Court Case
No. 22STCV00201)

Action Filed: January 3, 2022

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. TIMELINESS OF REMOVAL 1

II. SUMMARY OF ALLEGATIONS AND GROUNDS FOR REMOVAL..... 2

 A. The Proposed Class Consists of More than 100 Members 5

 B. Peloton and Plaintiff Are Not Citizens of the Same State 6

 C. The Amount in Controversy Exceeds \$5 Million 7

 1. Plaintiff’s Allegations Regarding Waiting Time Penalties
 Place More than \$2.9 Million in Controversy 9

 2. Plaintiff’s Claim for Alleged Violation of Labor Code
 Section 226 Places Another \$1.4 Million in Controversy 11

 3. Plaintiff’s Allegations Regarding Meal and Rest Periods
 Places Another \$694,411.20 in Controversy 13

 4. Plaintiff’s Request for Attorneys’ Fees Places an Additional
 \$1.2 Million in Controversy..... 16

 5. Just Four of Plaintiff’s Nine Causes of Action, Including
 Attorneys’ Fees, Places More than \$6.3 Million in
 Controversy..... 17

III. THIS COURT HAS JURISDICTION AND REMOVAL IS PROPER 18

TABLE OF AUTHORITIES

Page(s)

CASES

1

2

3

4

5 *Arias v. Residence Inn by Marriott,*
936 F.3d 920 (9th Cir. 2019) 7, 8, 16

6

7 *Avila v. Kiewit Corp.,*
789 F. App’x 32 (9th Cir. 2019) 15

8

9 *Ayala v. Cox Auto., Inc.,*
2016 WL 6561284 (C.D. Cal. Nov. 4, 2016) 6

10 *Barcia v. Contain-A-Way, Inc.,*
2009 WL 587844 (S.D. Cal. Mar. 6, 2009) 16

11

12 *Branch v. PM Realty Grp., L.P.,*
647 F. App’x 743 (9th Cir. 2016) 15

13

14 *Campbell v. Vitran Exp., Inc.,*
471 F. App’x 646 (9th Cir. 2012) 7

15

16 *Crummie v. CertifiedSafety, Inc.,*
2017 WL 4544747 (N.D. Cal. Oct. 11, 2017) 10

17

18 *Danielsson v. Blood Ctrs. of Pac.,*
2019 WL 7290476 (N.D. Cal. Dec. 30, 2019) 15

19

20 *Dart Cherokee Basin Op. Co. v. Owens,*
574 U.S. 81 (2014) 7, 8

21

22 *De Bedoy v. ATN Window & Door Corp.,*
2016 WL 7647203 (Cal. Super.) 16

23

24 *Ferra v. Loews Hollywood Hotel, LLC,*
11 Cal. 5th 858 (2021) 13

25

26 *Garza v. Brinderson Constructors, Inc.,*
178 F. Supp. 3d 906 (N.D. Cal. 2016) 14

27

28 *Hanlon v. Chrysler Corp.,*
150 F.3d 1011 (9th Cir. 1998) 16

TABLE OF AUTHORITIES
(continued)

Page(s)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Hertz Corp. v. Friend,
559 U.S. 77 (2010)..... 6

Johnson v. Columbia Props. Anchorage, LP,
437 F.3d 894 (9th Cir. 2006) 7

Kantor v. Wellesley Galleries, Ltd.,
704 F.2d 1088 (9th Cir. 1983) 6

Kenneth Rothschild Tr. v. Morgan Stanley Dean Witter,
199 F. Supp. 2d 993 (C.D. Cal. 2002) 7

Korn v. Polo Ralph Lauren Corp.,
536 F. Supp. 2d 1199 (E.D. Cal. 2008) 7

LaCross v. Knight Transp. Inc.,
775 F.3d 1200 (9th Cir. 2015) 7

Lewis v. Verizon Commc’ns, Inc.,
627 F.3d 395 (9th Cir. 2010) 8

Mackall v. Healthsource Glob. Staffing, Inc.,
2016 WL 4579099 (N.D. Cal. Sept. 2, 2016)..... 14

Mamika v. Barca,
68 Cal. App. 4th 487 (1998) 9

Marentes v. Key Energy Servs. Cal., Inc.,
2015 WL 756516 (E.D. Cal. Feb. 23, 2015) 10

Mays v. Wal-Mart Stores, Inc.,
804 F. App’x 641 (9th Cir. 2020)..... 12

Mejia v. DHL Express (USA), Inc.,
2015 WL 2452755 (C.D. Cal. May 21, 2015)..... 12

Murphy v. Kenneth Cole Prods., Inc.,
40 Cal. 4th 1094 (2007) 14

Pineda v. Bank of Am., N.A.,
50 Cal. 4th 1389 (2010) 9

TABLE OF AUTHORITIES
(continued)

Page(s)

1
2
3 *Rippee v. Boston Mkt. Corp.*,
4 408 F. Supp. 2d 982 (S.D. Cal. 2005) 7
5 *Salter v. Quality Carriers, Inc.*,
6 974 F.3d 959 (9th Cir. 2020) 7, 8
7 *Soto v. Tech Packaging, Inc.*,
8 2019 WL 6492245 (C.D. Cal. Dec. 3, 2019)..... 12
9 *Standard Fire Ins. Co. v. Knowles*,
10 568 U.S. 588 (2013)..... 8
11 *State Farm Mut. Auto Ins. Co. v. Dyer*,
12 19 F.3d 514 (10th Cir. 1994) 6
13 *Tajonar v. Echosphere, L.L.C.*,
14 2015 WL 4064642 (S.D. Cal. July 2, 2015)..... 10
15 *Vasquez v. Randstad US, L.P.*,
16 2018 WL 327451 (N.D. Cal. Jan. 9, 2018)..... 15
17 **STATUTES**
18 28 U.S.C. § 84(c) 18
19 28 U.S.C. § 1332(c)(1)..... 6, 7
20 28 U.S.C. § 1332(d) *passim*
21 28 U.S.C. § 1441 2, 5, 18
22 28 U.S.C. § 1446 1, 18, 19
23 28 U.S.C. § 1453 1, 2, 18
24 28 U.S.C. § 1711 1
25 Cal. Civ. Proc. Code § 340(a) 12
26 Cal. Civ. Proc. Code § 338(a) 9, 14
27 Cal. Civ. Proc. Code § 382 2
28

TABLE OF AUTHORITIES
(continued)

Page(s)

1

2

3 Cal. Lab. Code § 201 9, 10

4 Cal. Lab. Code § 202 9, 10

5 Cal. Lab. Code § 203 9, 10

6 Cal. Lab. Code § 226 11, 12, 13

7

8 Cal. Lab. Code § 226.7 13

9 Class Action Fairness Act of 2005 *passim*

REGULATIONS

10

11 Cal. Code Regs. tit. 8, § 13520 9

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **TO THE CLERK FOR THE UNITED STATES DISTRICT COURT, CENTRAL**
2 **DISTRICT OF CALIFORNIA, PLAINTIFF MARK COHEN, AND HIS**
3 **COUNSEL OF RECORD:**

4 **PLEASE TAKE NOTICE THAT**, pursuant to the Class Action Fairness Act of
5 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711, Defendant Peloton Interactive, Inc.
6 (“Peloton” or “Defendant”) hereby removes to the United States District Court for the
7 Central District of California the above-captioned state court action, originally filed as
8 Case No. 22STCV00201 in Los Angeles County Superior Court, State of California.
9 Removal is proper on the following grounds:

10 **I. TIMELINESS OF REMOVAL**

11 1. Plaintiff Mark Cohen (“Plaintiff”) filed a putative Class Action Complaint
12 against Peloton in Los Angeles County Superior Court, State of California, Case No.
13 22STCV00201, on January 3, 2022. Pursuant to 28 U.S.C. § 1446(a), true and correct
14 copies of the (a) Summons, (b) Class Action Complaint, (c) Civil Case Cover Sheet, (d)
15 Civil Case Cover Sheet Addendum, (e) Notice of Posting Jury Fees, (f) First Amended
16 Class Action Complaint, (g) Alternative Dispute Resolution (ADR) Information
17 Package, (h) Notice of Service of Process Transmittal, (i) Proof of Service of Summons,
18 (j) Initial Status Conference Order (Complex Litigation Program), (k) Minute Court
19 Order Re: Complex Designation and Initial Status Conference, (l) Certificate of Mailing
20 for Minute Order Re: Complex Designation and Initial Status Conference, (m) Peloton’s
21 Answer to Plaintiff’s First Amended Class Action Complaint, and (n) Filing
22 Confirmation of Peloton’s Answer to Plaintiff’s First Amended Class Action Complaint
23 are attached as Exhibits A–N to the Declaration of Megan Cooney (“Cooney Decl.”)
24 filed concurrently herewith.

25 2. According to the Notice of Service of Process Transmittal, Plaintiff served
26 Peloton through its registered agent for service of process on February 1, 2022. *See*
27 *Cooney Decl.* ¶ 9, Ex. H. This notice of removal is timely because it is filed within 30
28 days after service was completed. 28 U.S.C. § 1446(b).

1 **II. SUMMARY OF ALLEGATIONS AND GROUNDS FOR REMOVAL**

2 3. Removal is proper pursuant to 28 U.S.C. §§ 1441 and 1453 because this
3 Court has subject-matter jurisdiction over this action and all claims asserted against
4 Peloton pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C.
5 § 1332(d).

6 4. CAFA applies “to any class action before or after the entry of a class
7 certification order by the court with respect to that action.” 28 U.S.C. § 1332(d)(8). This
8 case is a putative “class action” under CAFA because it was brought under California
9 Code of Civil Procedure section 382, California’s state statute or rule authorizing an
10 action to be brought by one or more representative persons as a class action. *See id.* §
11 1332(d)(1)(B); *see also* Cooney Decl., Ex. F, First Amended Class Action Complaint
12 (“Compl.”) ¶ 19.

13 5. In his First Amended Class Action Complaint, Plaintiff alleges nine causes
14 of action against Peloton: (1) Failure to Authorize or Permit Meal Periods or Timely
15 Meal Periods in Violation of Labor Code sections 226.7 and 512; (2) Failure to
16 Authorize or Permit Rest Periods in Violation of Labor Code section 226.7; (3) Failure
17 to Provide Complete and Accurate Wage Statements in Violation of Labor Code section
18 226; (4) Failure to Pay All Overtime and Minimum Wages in Violation of Labor Code
19 sections 510, 558, and 1194; (5) Failure to Pay All Wages for All Time Worked,
20 Including Minimum Wage, in Violation of Labor Code sections 204, 218, 1194, 1197,
21 and 1198; (6) Failure to Pay All Accrued and Vested Vacation/PTO Wages in Violation
22 of Labor Code section 227.3; (7) Failure to Adequately Indemnify Employees for
23 Employment-Related Losses/Expenditures in Violation of Labor Code section 2802; (8)
24 Failure to Timely Pay All Earned Wages and Final Paychecks Due at the Time of
25 Separation of Employment in Violation of Labor Code sections 201, 202, and 203; and
26 (9) Unfair Business Practices in Violation of Business & Professions Code
27 section 17200, *et seq.* *See* Cooney Decl., Ex. F, Compl. ¶¶ 31–93.

28

1 6. Plaintiff asks the Court for “an order certifying the proposed Class” and “an
2 order appointing Plaintiff as the representative of the Class[.]” *Id.*, Compl., Prayer for
3 Relief. He seeks to represent nine classes of individuals. Each of the putative classes
4 are defined as follows:

5 (1) **Wage Statement Class:** “All current and former California hourly,
6 non-exempt employees of Peloton who received one or more itemized
7 wage statements at any time between four years prior to filing this
8 action and through the present.”

9 (2) **Rest Break Class:** “All current and former California hourly, non-
10 exempt employees of Peloton who worked 3.5 hours or more in one
11 shift at any time between four years prior to filing this action and
12 through the present.”

13 (3) **Meal Break Class:** “All current and former California hourly, non-
14 exempt employees of Peloton who worked more than 5 hours in one
15 shift at any time between four years prior to filing this action and
16 through the present.”

17 (4) **Overtime Class:** “All current and former California hourly, non-
18 exempt employees of Peloton who worked more than 8 hours a day in
19 a workday or 40 hours in a workweek at any time four years prior to
20 filing this action and through the present.”

21 (5) **Unpaid Wage Class:** “All current and former hourly, non-exempt
22 employees employed by Peloton in California at any time between four
23 years prior to filing this action and through the present and who were
24 not paid an hourly wage at their regular rate of pay, including minimum
25 wages, for all time they were subject to Peloton’s control.”

26 (6) **Regular Rate Class:** “All current and former hourly non-exempt
27 employees employed by Peloton in California at any time between four
28 years prior to filing this action and through the present and who earned

1 additional remuneration during pay periods the employees worked in
2 excess of eight hours in a workday or 40 hours in a workweek.”

3 (7) **Indemnification Class:** “All current and former hourly, non-exempt
4 employees employed by Peloton in California at any time between four
5 years prior to filing this action and through the present and who did not
6 receive indemnification to reimburse them for the necessary
7 expenditures incurred in the discharge of their duty, including their
8 driving costs, such as mileage reimbursement for distance traveled and
9 any tolls paid for driving their personal vehicle, and their monthly cell
10 phone expenses.”

11 (8) **Vacation Wages Class:** “All current and former hourly, non-exempt
12 employees employed by Peloton in California at any time between four
13 years prior to filing this action and through the present and who did not
14 properly accrue vacation/personal time off and/or accrued vacation
15 time/personal time off and were not paid by Peloton for all wages due
16 for vested vacation time/personal time off upon separation of
17 employment.”

18 (9) **Waiting Time Class:** “All current and former hourly, non-exempt
19 employees employed by Peloton in California at any time between four
20 years prior to filing this action and through the present and who were
21 not timely paid all earned wages and final paychecks due at time of
22 separation of employment from Peloton.”

23 *Id.*, Compl. ¶¶ 19 (A–I).

24 7. Among other things, Plaintiff alleges that putative class members are
25 entitled to statutory penalties for allegedly non-compliant rest periods, late payment of
26 wages and inaccurate wage statements, restitution, interest, and attorneys’ fees and costs.
27 *See id.*, Compl., Prayer for Relief.

28 8. Removal of a class action under CAFA is proper if: (1) there are at least

1 100 members in the putative class; (2) there is minimal diversity between the parties,
2 such that at least one class member is a citizen of a state different from any defendant;
3 and (3) the aggregate amount in controversy exceeds \$5 million, exclusive of interest
4 and costs. *See* 28 U.S.C. §§ 1332(d), 1441.

5 9. Peloton denies any liability in this case, both as to Plaintiff’s individual
6 claims and as to the claims he seeks to pursue on behalf of the putative class. Peloton
7 also intends to oppose class certification on multiple grounds, including that class
8 treatment is inappropriate under these circumstances in part because there are many
9 material differences between the experiences of Plaintiff and the putative class members
10 he seeks to represent, as well as amongst the putative class members. Peloton expressly
11 reserves all rights to oppose class certification and contest the merits of all claims
12 asserted in the First Amended Class Action Complaint. However, for purposes of the
13 jurisdictional requirements for removal *only*, the allegations in Plaintiff’s First Amended
14 Class Action Complaint identify a putative class of more than 100 members and put in
15 controversy, in the aggregate, an amount that exceeds \$5 million, as demonstrated
16 below. *See* 28 U.S.C. § 1332(d)(6).

17 **A. The Proposed Class Consists of More than 100 Members**

18 10. Based on Plaintiff’s allegations, this action satisfies CAFA’s requirement
19 that the putative class contains at least 100 members. *See id.* § 1332(d)(5)(B).

20 11. Each of Plaintiff’s proposed classes consists of “[a]ll current and former
21 California hourly, non-exempt employees of Peloton” or “current and former hourly
22 non-exempt employees employed by Peloton in California” “at any time between four
23 years prior to filing this action and through the present[.]” Cooney Decl., Ex. F, Compl.
24 ¶¶ 19 (A–I). According to Peloton’s records, there were approximately 1,065 full-time,
25 non-exempt individuals employed by Peloton in California between January 3, 2019 and
26 January 3, 2022. Declaration of Christine Pinkston (“Pinkston Decl.”) ¶ 4(b). This
27 number represents only a portion of Plaintiff’s proposed putative class. This putative
28 class size estimate is conservative because (a) it excludes all part-time employees; and

1 (b) it does not include non-exempt employees who only worked for Peloton in California
2 between January 3, 2018 and January 3, 2019, or after January 3, 2022.

3 12. Accordingly, while Peloton denies that class treatment is permissible or
4 appropriate, the proposed class consists of over 100 members.

5 **B. Peloton and Plaintiff Are Not Citizens of the Same State**

6 13. Under CAFA’s minimum diversity of citizenship requirement, the plaintiff
7 or any member of the putative class must be a citizen of a different state from any
8 defendant. *See* 28 U.S.C. § 1332(d)(2)(A).

9 14. A person is a citizen of the state in which he or she is domiciled. *Kantor v.*
10 *Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). A party’s residence is
11 prima facie evidence of his or her domicile. *Ayala v. Cox Auto., Inc.*, 2016 WL 6561284,
12 at *4 (C.D. Cal. Nov. 4, 2016) (citing *State Farm Mut. Auto Ins. Co. v. Dyer*, 19 F.3d
13 514, 520 (10th Cir. 1994)). Plaintiff alleges that he “is a resident of Los Angeles,
14 California” who was employed by Peloton “as a sales associate in Los Angeles,
15 California.” Cooney Decl., Ex. F, Compl. ¶ 11. Plaintiff is therefore considered a citizen
16 of California for purposes of removal under CAFA. *See Ayala*, 2016 WL 6561284, at
17 *4.

18 15. A corporation is a citizen of its state of incorporation and the state of its
19 principal place of business. 28 U.S.C. § 1332(c)(1). Peloton is a Delaware corporation
20 with its principal place of business in New York. Pinkston Decl. ¶ 3.

21 16. The Supreme Court has interpreted the phrase “principal place of business”
22 in 28 U.S.C. § 1332(c)(1) and (d)(2)(A) to mean “the place where a corporation’s
23 officers direct, control, and coordinate the corporation’s activities,” i.e., its “nerve
24 center,” which “should normally be the place where the corporation maintains its
25 headquarters—provided that the headquarters is the actual center of direction, control,
26 and coordination[.]” *Hertz Corp. v. Friend*, 559 U.S. 77, 92–93 (2010). Peloton’s
27 headquarters, which are located in New York, constitute its “nerve center” under the test
28 adopted in *Hertz* because Peloton’s high-level officers oversee the corporation’s

1 activities from that state. *See* Pinkston Decl. ¶ 3. As such, Peloton is a citizen of New
2 York, in addition to Delaware, the place where it is incorporated. *See* 28 U.S.C.
3 § 1332(c)(1); *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir.
4 2006).

5 17. Accordingly, Plaintiff and Peloton are citizens of different states and
6 CAFA’s minimal diversity requirement is met. 28 U.S.C. § 1332(d)(2)(A).

7 **C. The Amount in Controversy Exceeds \$5 Million**

8 18. CAFA requires that the amount in controversy in a class action exceed
9 \$5 million, exclusive of interests and costs. *Id.* § 1332(d)(2). In calculating the amount
10 in controversy, a court must aggregate the claims of all individual class members. *Id.*
11 § 1332(d)(6).

12 19. In assessing whether the amount-in-controversy requirement has been
13 satisfied, “a court must ‘assume that the allegations of the complaint are true and assume
14 that a jury will return a verdict for the plaintiff on all claims made in the complaint.’”
15 *Campbell v. Vitran Exp., Inc.*, 471 F. App’x 646, 648 (9th Cir. 2012) (quoting *Kenneth*
16 *Rothschild Tr. v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal.
17 2002)). In other words, the focus of the Court’s inquiry must be on “what amount is put
18 ‘in controversy’ by the plaintiff’s complaint, not what a defendant will *actually* owe.”
19 *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008) (citing
20 *Rippee v. Boston Mkt. Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005)). Further, “when
21 a statute or contract provides for the recovery of attorneys’ fees, prospective attorneys’
22 fees *must* be included in the assessment of the amount in controversy” for CAFA
23 purposes. *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 922 (9th Cir. 2019).

24 20. “[A] defendant’s notice of removal need include only a plausible allegation
25 that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee*
26 *Basin Op. Co. v. Owens*, 574 U.S. 81, 89 (2014). To satisfy this burden, a defendant
27 may rely on a “reasonable” “chain of reasoning” that is based on “reasonable”
28 “assumptions.” *LaCross v. Knight Transp. Inc.*, 775 F.3d 1200, 1201–02 (9th Cir. 2015).

1 “An assumption may be reasonable if it is founded on the allegations of the complaint.”
2 *Arias*, 936 F.3d at 925; *see also Salter v. Quality Carriers, Inc.*, 974 F.3d 959, 964 (9th
3 Cir. 2020) (“[I]n *Arias* we held that a removing defendant’s notice of removal need not
4 contain evidentiary submissions but only plausible allegations of jurisdictional
5 elements.” (internal quotation marks and citations omitted)). That is because “[t]he
6 amount in controversy is simply an estimate of the total amount in dispute, not a
7 prospective assessment of defendant’s liability.” *Lewis v. Verizon Commc’ns, Inc.*, 627
8 F.3d 395, 400 (9th Cir. 2010).

9 21. Accordingly, “when a defendant seeks federal-court adjudication, the
10 defendant’s amount-in-controversy allegation should be accepted when not contested by
11 the plaintiff or questioned by the court.” *Dart Cherokee*, 574 U.S. at 87. Importantly,
12 plaintiffs seeking to represent a putative class cannot “bind the absent class” through
13 statements aimed to limit their recovery in an effort to “avoid removal to federal court.”
14 *Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588, 595–96 (2013).

15 22. Peloton reserves the right to present evidence establishing the amount
16 placed in controversy by each of Plaintiff’s claims should Plaintiff challenge whether
17 the jurisdictional amount-in-controversy threshold is satisfied. *See Dart Cherokee*, 574
18 U.S. at 87–89; *see also Salter*, 974 F.3d at 964 (holding that only a “factual attack” that
19 “contests the truth of the plaintiff’s factual allegations, usually by introducing evidence
20 outside the pleadings,” requires the removing defendant to “support her jurisdictional
21 allegations with competent proof” (internal quotation marks omitted)). “[W]hen a notice
22 of removal plausibly alleges a basis for federal court jurisdiction, a district court may
23 not remand the case back to state court without first giving the defendant an opportunity
24 to show by a preponderance of the evidence that the jurisdictional requirements are
25 satisfied.” *Arias*, 936 F.3d at 924.

26 23. Although Peloton denies that Plaintiff’s claims have any merit, for the
27 purposes of meeting the jurisdictional requirements for removal *only*, if Plaintiff were
28 to prevail on every claim and allegation in his First Amended Class Action Complaint

1 on behalf of the putative class, the requested monetary recovery would exceed \$5
2 million.

3 **1. Plaintiff’s Allegations Regarding Waiting Time Penalties Place More**
4 **than \$2.9 Million in Controversy**

5 24. Plaintiff’s claim for waiting time penalties pursuant to Labor Code section
6 203 puts at least \$2.9 million in controversy.

7 25. Plaintiff alleges that he and other putative class members who ended their
8 employment with Peloton during the three-year period prior to filing this action—
9 January 3, 2019 to January 3, 2022—are entitled to recovery of “waiting time penalties”
10 pursuant to Labor Code section 203.¹ See Cooney Decl., Ex. F, Compl. ¶¶ 19 (I), 88.

11 26. If an employer fails to pay all wages due to an employee at the time of
12 termination, as required by Labor Code section 201, or within 72 hours after resignation,
13 as required by Labor Code section 202, then the wages “shall continue as a penalty from
14 the due date thereof at the same rate until paid or until an action therefor is commenced,”
15 for up to a maximum of 30 calendar days. Cal. Lab. Code § 203. An employer may not
16 be liable for these penalties if a good faith dispute exists as to whether the wages are
17 owed. Cal. Code Regs. tit. 8, § 13520. Further, to be liable for waiting time penalties,
18 an employer’s failure to pay wages within the statutory time frame must be willful. See
19 Cal. Lab. Code § 203. “A willful failure to pay wages within the meaning of Labor Code
20 Section 203 occurs when an employer intentionally fails to pay wages to an employee
21 when those wages are due.” Cal. Code Regs., tit. 8, § 13520.

22 27. To calculate waiting time penalties, the employee’s daily rate of pay is
23 multiplied by a maximum of 30 days, depending on the length of delay in receipt of
24 wages. See *Mamika v. Barca*, 68 Cal. App. 4th 487, 489, 493 (1998) (holding that the
25 waiting time penalty is “equivalent to the employee’s daily wages for each day he or she
26

27
28 ¹ The statute of limitations for an action under Labor Code section 203 is three years.
Cal. Civ. Proc. Code § 338(a); Cal. Lab. Code § 203(b); *Pineda v. Bank of Am., N.A.*,
50 Cal. 4th 1389, 1399 (2010).

1 remained unpaid up to a total of 30 days” and noting that the “critical computation” is
2 “the calculation of a daily wage rate, which can then be multiplied by the number of
3 days of nonpayment, up to 30 days”); *Tajonar v. Echosphere, L.L.C.*, 2015 WL 4064642,
4 at *4 (S.D. Cal. July 2, 2015). Where final “wages [due] are alleged to have not been
5 paid, the full thirty-days may be used for each of the putative class members.” *Marentes*
6 *v. Key Energy Servs. Cal., Inc.*, 2015 WL 756516, at *9 (E.D. Cal. Feb. 23, 2015).

7 28. Peloton denies that any such penalties are owed to Plaintiff or any putative
8 class members. However, for purposes of this jurisdictional analysis only, Peloton relies
9 on Plaintiff’s allegations that the penalties are owed. Plaintiff alleges that Peloton’s
10 “failure to pay Plaintiff and members of the Waiting Time Class all wages earned prior
11 to separation of employment timely” was “willful,” and that Peloton “intentionally
12 adopted policies or practices incompatible with the requirements of California Labor
13 Code §§ 201 and 202,” therefore entitling them to penalties under Labor Code section
14 203. Cooney Decl., Ex. F, Compl. ¶¶ 83, 85. Plaintiff claims that “[a]ll current and
15 former California hourly, non-exempt employees of Peloton” were allegedly denied
16 timely final wages, including wages for “all time worked,” “overtime at the proper
17 overtime rate of pay,” “premium wages for workdays,” “vacation/PTO wages,”
18 “reimburse[ments of] employment-related expenditures,” or pay for denied meal and
19 rest breaks, “between four (4) years prior to the filing this action through the present.”
20 *Id.*, Compl. ¶¶ 19, 83. Plaintiff’s waiting time claim is therefore derivative of his other
21 unpaid wage and meal and rest period claims. Based on these allegations, it is reasonable
22 to assume that Plaintiff will seek thirty days’ wages for every putative class member that
23 resigned or was terminated during the statutory period. *See Crummie v. CertifiedSafety,*
24 *Inc.*, 2017 WL 4544747, at *3 (N.D. Cal. Oct. 11, 2017) (where a plaintiff alleges
25 “putative class members were owed (and are still owed)” wages, it is “completely
26 reasonable to assume waiting time penalties accrued to the thirty-day limit”).

27 29. According to Peloton records, approximately 586 full-time, non-exempt
28 employees resigned or were terminated in California between January 3, 2019 and

1 January 3, 2022. Pinkston Decl. ¶ 4(e). (Again, this represents a fraction of Plaintiff’s
 2 putative class, which ostensibly includes other types of employees. *See supra* Section
 3 II.A ¶ 11.) The average hourly pay rate for those 586 employees was \$21. Pinkston
 4 Decl. ¶ 4(f).

5 30. If, as Plaintiff alleges, non-exempt, hourly individuals who worked for
 6 Peloton during the three years preceding the filing of the action were owed wages and
 7 did not receive them, the amount in controversy with respect to the waiting time
 8 penalties claim for just full-time, non-exempt employees at Peloton who resigned or
 9 were terminated before January 3, 2022, would be approximately **\$2,953,440**, calculated
 10 as follows:

\$21 average hourly rate x 8 hours per day:	\$168 daily rate
\$168 x 30 days maximum penalty:	\$5,040 per employee
Amount in controversy for waiting time penalties, based on Plaintiff’s allegations (\$5,040 x 586 employees):	\$2,953,440

15 31. The amount in controversy alleged by Plaintiff on this claim alone thus
 16 exceeds \$2.9 million and does not even include penalties Plaintiff may seek on behalf
 17 of temporary, seasonal, or part-time employees, which would further increase the
 18 amount put in controversy by this claim.

19 **2. Plaintiff’s Claim for Alleged Violation of Labor Code Section 226**
 20 **Places Another \$1.4 Million in Controversy**

21 32. Plaintiff alleges in his Third Cause of Action that Peloton did not “provide
 22 accurate itemized wage statements,” in compliance with Labor Code section 226.
 23 Cooney Decl., Ex. F, Compl. ¶ 44. Plaintiff alleges that, among other things, the wage
 24 statements did not “reflect[] the correct number of hours worked and the applicable
 25 hourly rates,” including “non-discretionary pay and worked overtime,” as well as the
 26 “total hours worked for each pay period whenever overtime wages” were earned. *Id.*,
 27 Compl. ¶ 45. On this ground, Plaintiff seeks, among other things, “penalties” pursuant
 28 to Labor Code section 226. *Id.*, Compl., Prayer for Relief.

1 33. Under section 226(e)(1), an employee suffering injury as a result of an
2 intentional failure to comply with section 226(a) is entitled to “recover the greater of all
3 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
4 and one hundred dollars (\$100) per employee for each violation in a subsequent pay
5 period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
6 entitled to an award of costs and reasonable attorney’s fees.” Cal. Lab. Code
7 § 226(e)(1).

8 34. Peloton denies that any such penalties are owed to Plaintiff or putative class
9 members. However, for purposes of this jurisdictional analysis *only*, Peloton relies on
10 Plaintiff’s allegations that the penalties are owed. Plaintiff alleges that Peloton failed to
11 provide accurate wage statements because of its alleged underlying failures to, among
12 other things, include “non-discretionary pay” and “overtime” “into the regular rate of
13 pay for purposes of paying overtime[.]” Cooney Decl., Ex. F, Compl. ¶ 45. Plaintiff’s
14 wage statement claim is therefore derivative of his other claims for unpaid wages,
15 including overtime wages. Based on those allegations, it is reasonable to assume for the
16 purposes of this jurisdictional analysis only, that all class members received inaccurate
17 wage statements each pay period. *See Mejia v. DHL Express (USA), Inc.*, 2015 WL
18 2452755, at *5 (C.D. Cal. May 21, 2015) (concluding it is appropriate to use 100%
19 violation rate for wage statement claim where the claim is derivative); *Soto v. Tech*
20 *Packaging, Inc.*, 2019 WL 6492245, at *7 (C.D. Cal. Dec. 3, 2019) (same).²

21 35. Peloton’s practice during the one-year period prior to the filing of the
22 action³ has been to issue paychecks to full-time, non-exempt employees on a bi-weekly
23 basis (every second week). As such, a pay period includes two weeks. Pinkston Decl.
24 ¶ 4(i).

25
26
27 ² Peloton does not concede that penalties under section 226 are recoverable for a
28 derivative theory like the one Plaintiff advances here. *See Mays v. Wal-Mart Stores,*
Inc., 804 F. App’x 641, 644 (9th Cir. 2020).

³ The statute of limitations for this claim is one year. Cal. Civ. Proc. Code § 340(a).

1 36. During the one-year period prior to the filing of the action, Peloton
 2 employed approximately 778 full-time, non-exempt employees in California. *Id.* ¶ 4(g).
 3 These employees worked an aggregate total of 14,511 pay periods from January 3, 2021
 4 and January 3, 2022. *Id.* ¶ 4(h). Based on Plaintiff’s allegations, the amount in
 5 controversy with respect to Plaintiff’s Third Cause of Action is approximately
 6 **\$1,412,200**, calculated as follows:

7 Penalty for initial pay period for each employee 8 (778 initial pay periods x \$50):	\$38,900
9 Penalty for each subsequent pay period for each employee 10 (13,733 subsequent pay periods (14,511-778) x \$100):	\$1,373,300
11 Amount in controversy for section 226 claim, based on 12 Plaintiff’s allegations:	\$1,412,200

13 37. The amount in controversy alleged by Plaintiff on this claim thus
 14 conservatively places at least \$1.4 million in controversy and this calculation does not
 15 even include any penalties allegedly owed to (1) part-time employees or (2) full-time,
 16 non-exempt employees who worked after January 3, 2022.

17 **3. Plaintiff’s Allegations Regarding Meal and Rest Periods Places
 18 Another \$694,411.20 in Controversy**

19 38. Plaintiff alleges that Peloton failed to ensure that employees “had the
 20 opportunity to take and were provided with off-duty meal periods” and “rest periods,”
 21 and instead had a “policy and procedure” of “regularly” “fail[ing] to pay the meal period
 22 premium” and “premium compensation for missed rest periods” in violation of
 23 California Labor Code sections 226.7 and 512. Cooney Decl., Ex. F, Compl. ¶¶ 32, 33,
 24 37. Accordingly, Plaintiff alleges that he and other putative class members are
 25 “entitl[ed] to recovery . . . for the unpaid balance of the unpaid premium compensation”
 26 for allegedly missed meal and rest periods. *Id.*, Compl. ¶¶ 35, 42.

27 39. Under Labor Code section 226.7, “if an employer fails to provide an
 28 employee a meal or rest or recovery period in accordance with a state law . . . the
 employer shall pay the employee one additional hour of pay at the employee’s regular

1 rate of compensation for each workday that the meal or rest or recovery period is not
2 provided.” Cal. Lab. Code § 226.7(c); *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.
3 5th 858, 864–65 (2021).

4 40. During the three-year period prior to the filing of the action,⁴ Peloton
5 employed approximately 1,065 full-time, non-exempt employees in California.
6 Pinkston Decl. ¶ 4(b). These employees worked an aggregate total of 27,556 pay periods
7 from January 3, 2019 and January 3, 2022, and were paid at an average hourly rate of
8 \$21.00. *Id.* ¶¶ 4(c)–(d).

9 41. Plaintiff failed to specify in his First Amended Class Action Complaint how
10 many meal periods or rest breaks he claims he and other putative class members actually
11 missed and for which he claims they were not properly compensated. However, Plaintiff
12 alleges the existence of a systemic failure on the part of Peloton to schedule employees
13 in a way that would permit him and others to take their meal periods and rest breaks
14 uninterrupted. Based on these allegations alone, Peloton assumes a conservative
15 violation rate of just *one* non-compliant meal period and *one* non-compliant rest period
16 per two-week pay period, at the average hourly rate of \$21. *See, e.g., Garza v.*
17 *Brinderson Constructors, Inc.*, 178 F. Supp. 3d 906, 912 (N.D. Cal. 2016) (finding a
18 once-per-week violation rate reasonable where the complaint alleged that the defendant
19 “regularly and consistently” provided non-compliant meal periods); *Mackall v.*
20 *Healthsource Glob. Staffing, Inc.*, 2016 WL 4579099, at *5 (N.D. Cal. Sept. 2, 2016)
21 (noting that a one-day-per-week violation rate is reasonable where plaintiffs had alleged
22 a policy or practice).

23 42. Peloton’s assessment is even more conservative, however, because Peloton
24 bases its calculation on an assumption that a combined premium of \$42 per pay period
25 (\$21 for one non-compliant meal period and \$21 for one non-compliant rest period)
26

27
28 ⁴ The statute of limitations for an action under Labor Code section 226.7 is three years.
Cal. Civ. Proc. Code § 338(a); *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th
1094, 1099 (2007).

1 would be owed for only 60% of the more than 27,000 pay periods in the alleged class
2 period.

3 43. Therefore, while denying liability altogether and for jurisdictional purposes
4 only, Plaintiff's meal and rest period claims place at least **\$694,411.20** in controversy,
5 calculated as follows:

6 Conservative estimate of meal period and rest break 7 penalties for each employee in each pay period (2 x \$21 8 average hourly rate):	\$42
9 Aggregate number of pay periods worked:	27,556
10 Conservative estimate of pay periods in which an alleged 11 violation occurred (27,556 x 60%):	16,533.6
12 Amount in controversy for meal period and rest break 13 claims (\$42 x 16,533.6):	\$694,411.20

14 44. This assumption is conservative, especially in comparison to assumptions
15 frequently found reasonable in meal and rest break cases where plaintiffs allege
16 "routine" or "regular" violations, because it assumes that each member of the putative
17 class suffered a meal period violation just once per pay period (out of a possible ten meal
18 periods owed) and suffered a rest period violation just once per pay period (out of a
19 possible twenty rest breaks owed), and *then* assumes that a violation only occurred in
20 60% of pay periods. *See Branch v. PM Realty Grp., L.P.*, 647 F. App'x 743, 745–46
21 (9th Cir. 2016) (holding "extrapolated violation rate" of two meal period violations per
22 week was reasonable where plaintiff stated in a declaration that he and the putative class
23 "frequently" had breaks interrupted); *Danielsson v. Blood Ctrs. of Pac.*, 2019 WL
24 7290476, at *6 (N.D. Cal. Dec. 30, 2019) (finding assumption of "a 20% violation rate
25 for meal and rest breaks during the putative class period" to be "reasonable given the
26 allegations of a 'pattern and practice' of such violations"); *Vasquez v. Randstad US,*
27 *L.P.*, 2018 WL 327451, at *5 (N.D. Cal. Jan. 9, 2018) (upholding a 100% violation rate
28 for a meal period claim where, like here, the plaintiff alleged that the defendant
"consistently" and "regularly" committed the alleged violations); *Avila v. Kiewit Corp.*,

1 789 F. App'x 32, 33–34 (9th Cir. 2019) (reversing remand order after finding that
2 allegations of “frequent” and “regular” missed meal periods and rest breaks allowed the
3 defendant to “reasonably . . . assume[] that each of the class members suffered the
4 violations alleged”).

5 45. Accordingly, Plaintiff’s claims for alleged meal and rest period violations
6 place at least an additional \$694,411.20 in controversy.

7 **4. Plaintiff’s Request for Attorneys’ Fees Places an Additional \$1.2**
8 **Million in Controversy**

9 46. Plaintiff also explicitly seeks attorneys’ fees should he recover for any of
10 the claims in this action. *See* Cooney Decl., Ex. F, Compl. ¶ 28 & Prayer for Relief.
11 “[W]hen a statute or contract provides for the recovery of attorneys’ fees, prospective
12 attorneys’ fees *must* be included in the assessment of the amount in controversy” for
13 CAFA purposes. *Arias*, 936 F.3d at 922. While Peloton reserves its right to contest any
14 award of attorneys’ fees at the appropriate time, 25% of the common fund is generally
15 used as a benchmark for an award of attorneys’ fees in the Ninth Circuit. *See Hanlon v.*
16 *Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998); *Barcia v. Contain-A-Way, Inc.*,
17 2009 WL 587844, at *5 (S.D. Cal. Mar. 6, 2009) (“In wage and hour cases, ‘[t]wenty-
18 five percent is considered a benchmark for attorneys’ fees in common fund cases.”).
19 Plaintiff Cohen’s counsel has previously settled similar class actions in California in
20 which he received in *excess* of 25% in attorneys’ fees as a part of a settlement. *See De*
21 *Bedoy v. ATN Window & Door Corp.*, 2016 WL 7647203 (Cal. Super.) (order approving
22 wage and hour settlement that included attorneys’ fees of approximately 35% of the total
23 settlement account). Peloton denies that any such attorneys’ fees are owed to Plaintiff
24 or putative class members. However, for purposes of this jurisdictional analysis *only*,
25 Peloton relies on Plaintiff’s allegations that the attorneys’ fees are owed.

26 47. Here, Peloton has established that the amount in controversy is *at least*
27 **\$5,060,051.20** for Plaintiff’s waiting time penalties, wage statement, and meal and rest
28 period claims alone, and Plaintiff has not indicated that he will seek less than 25% of a

1 common fund in attorneys' fees. *See* Cooney Decl., Ex. F, Compl. ¶¶ 28, 46, 51, 60 &
 2 Prayer for Relief (seeking attorneys' fees).

3 48. Using a 25% benchmark figure for potential attorneys' fees for Plaintiff's
 4 allegations regarding waiting time penalties, wage statements, and meal and rest periods
 5 results in estimated attorneys' fees of approximately **\$1,265,012.80**, calculated as
 6 follows:

7 Conservative estimate of amount in controversy from waiting time penalties claim:	\$2,953,440
8 Conservative estimate of amount in controversy from wage statement claim:	\$1,412,200
9 Conservative estimate of amount in controversy from denied meal and rest break claims:	\$694,411.20
10 Attorneys' fees benchmark:	25%
11 Attorneys' fees:	\$1,265,012.80

12
 13 **5. Just Four of Plaintiff's Nine Causes of Action, Including Attorneys'**
 14 **Fees, Places More than \$6.3 Million in Controversy**

15 49. In summary, Plaintiff's allegations regarding a purported failure to pay
 16 timely wages upon separation of employment, failure to provide accurate wage
 17 statements, and denial of meal and rest breaks place more than \$6.3 million in
 18 controversy, inclusive of attorneys' fees. This amount-in-controversy calculation
 19 underestimates the total amount placed in controversy by Plaintiff's First Amended
 20 Class Action Complaint because it is based on conservative assumptions about
 21 Plaintiff's putative class allegations and does not account for, among other things, any
 22 waiting time penalties owed to former employees who worked part time or any recovery
 23 for Plaintiff's other claims, including failure to pay overtime (Fourth Cause of Action),
 24 failure to pay minimum wage (Fifth Cause of Action), failure to pay accrued vacation
 25 pay (Sixth Cause of Action), failure to reimburse business expenses (Seventh Cause of
 26 Action), or violation of the Unfair Competition Law (Ninth Cause of Action).

27 50. Plaintiff's allegations therefore place more than the requisite \$5 million in
 28 controversy. The jurisdictional amount-in-controversy requirement is met, and removal

1 to this Court is proper under CAFA.

2 **III. THIS COURT HAS JURISDICTION AND REMOVAL IS PROPER**

3 51. Based on the foregoing facts and allegations, this Court has original
4 jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because:

- 5 a) This is a civil action which is a class action within the meaning of
6 § 1332(d)(1)(B);
7 b) The action involves a putative class of at least 100 persons as
8 required by § 1332(d)(5)(B);
9 c) The amount in controversy exceeds \$5 million, exclusive of interest
10 and costs, as required by § 1332(d)(2); and
11 d) At least one member of the putative class is a citizen of a state
12 different from that of any defendant as required by § 1332(d)(2)(A).

13 Accordingly, this action is properly removable under 28 U.S.C. §§ 1441, 1446,
14 and 1453.

15 52. The United States District Court for the Central District of California is the
16 federal judicial district in which the Los Angeles County Superior Court sits. This action
17 was originally filed in the Los Angeles County Superior Court, rendering venue in this
18 federal judicial district proper. 28 U.S.C. § 84(c); *see also id.* § 1441(a).

19 53. True and correct copies of the (a) Summons, (b) Class Action Complaint,
20 (c) Civil Case Cover Sheet, (d) Civil Case Cover Sheet Addendum, (e) Notice of Posting
21 Jury Fees, (f) First Amended Class Action Complaint, (g) Alternative Dispute
22 Resolution (ADR) Information Package, (h) Notice of Service of Process Transmittal,
23 (i) Proof of Service of Summons, (j) Initial Status Conference Order (Complex
24 Litigation Program), (k) Minute Court Order Re: Complex Designation and Initial Status
25 Conference, (l) Certificate of Mailing for Minute Order Re: Complex Designation and
26 Initial Status Conference, (m) Peloton's Answer to Plaintiff's First Amended Class
27 Action Complaint, and (n) Filing Confirmation of Peloton's Answer to Plaintiff's First
28 Amended Class Action Complaint are attached as Exhibits A–N to the Declaration of

1 Megan Cooney filed concurrently herewith. These filings constitute the complete record
2 of all records and proceedings in the state court.

3 54. Upon filing the Notice of Removal, Peloton will furnish written notice to
4 Plaintiff's counsel, and will file and serve a copy of this Notice with the Clerk of the Los
5 Angeles County Superior Court, pursuant to 28 U.S.C. § 1446(d).

6
7 Dated: March 2, 2022

8 DANIELLE J. MOSS
9 MEGAN COONEY
10 LAUREN M. FISCHER
11 GIBSON, DUNN & CRUTCHER LLP

12 By: /s/ Megan Cooney
13 Megan Cooney

14 Attorneys for Defendant
15 PELOTON INTERACTIVE, INC.
16
17
18
19
20
21
22
23
24
25
26
27
28

1 DANIELLE J. MOSS, *PRO HAC VICE PENDING*
dmoos@gibsondunn.com
2 GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
3 New York, NY 10166-0193
Telephone: 212.351.4000
4 Facsimile: 212.351.4035

5 MEGAN COONEY, SBN 295174
mcooney@gibsondunn.com
6 LAUREN M. FISCHER, SBN 318625
lfischer@gibsondunn.com
7 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
8 Irvine, CA 92612-4412
Telephone: 949.451.3800
9 Facsimile: 949.451.4220

10 Attorneys for Defendant
PELTON INTERACTIVE, INC.

11
12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 WESTERN DIVISION

15 MARK COHEN, as an individual and
on behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 PELOTON INTERACTIVE, INC., a
19 Delaware corporation; and Does 1
20 through 50, inclusive,

21 Defendants.

CASE NO. 2:22-cv-01425

**DECLARATION OF MEGAN
COONEY IN SUPPORT OF
DEFENDANT PELOTON
INTERACTIVE, INC.'S NOTICE OF
REMOVAL OF CLASS ACTION**

(Los Angeles County Superior Court Case
No. 22STCV00201)

Action Filed: January 3, 2022

1 I, Megan Cooney, hereby declare and state:

2 1. I am an attorney duly licensed to practice law before all the courts of the
3 State of California as well as the United States District Court for the Central District of
4 California. I am a partner in the law firm of Gibson, Dunn & Crutcher LLP, and am one
5 of the attorneys representing Defendant Peloton Interactive, Inc. (“Peloton”) in the
6 above-entitled action. Unless otherwise stated, I have personal knowledge of the matters
7 stated herein, and if asked to testify thereto, I would do so competently.

8 2. Attached hereto as **Exhibit A** is a true and correct copy of the Summons
9 issued on January 3, 2022 in *Cohen v. Peloton Interactive, Inc.*, Case No.
10 22STCV00201, in the Superior Court of California, County of Los Angeles.

11 3. Attached hereto as **Exhibit B** is a true and correct copy of the Class Action
12 Complaint filed on January 3, 2022 in *Cohen v. Peloton Interactive, Inc.*, Case No.
13 22STCV00201, in the Superior Court of California, County of Los Angeles.

14 4. Attached hereto as **Exhibit C** is a true and correct copy of the Civil Case
15 Cover Sheet filed on January 3, 2022 in *Cohen v. Peloton Interactive, Inc.*, Case No.
16 22STCV00201, in the Superior Court of California, County of Los Angeles.

17 5. Attached hereto as **Exhibit D** is a true and correct copy of the Civil Case
18 Cover Sheet Addendum filed on January 3, 2022 in *Cohen v. Peloton Interactive, Inc.*,
19 Case No. 22STCV00201, in the Superior Court of California, County of Los Angeles.

20 6. Attached hereto as **Exhibit E** is a true and correct copy of the Notice of
21 Posting Jury Fees filed on January 4, 2022 in *Cohen v. Peloton Interactive, Inc.*, Case
22 No. 22STCV00201, in the Superior Court of California, County of Los Angeles.

23 7. Attached hereto as **Exhibit F** is a true and correct copy of the First
24 Amended Class Action Complaint filed on January 28, 2022 in *Cohen v. Peloton*
25 *Interactive, Inc.*, Case No. 22STCV00201, in the Superior Court of California, County
26 of Los Angeles.

27 8. Attached hereto as **Exhibit G** is a true and correct copy of the Alternative
28 Dispute Resolution (ADR) Information Package served on February 1, 2022 in *Cohen*

1 *v. Peloton Interactive, Inc.*, Case No. 22STCV00201, in the Superior Court of
2 California, County of Los Angeles.

3 9. Attached hereto as **Exhibit H** is a true and correct copy of the Notice of
4 Service of Process Transmittal, reflecting that Plaintiff effected service of the Summons
5 and First Amended Class Action Complaint on Peloton on February 1, 2022.

6 10. Attached hereto as **Exhibit I** is a true and correct copy of the Proof of
7 Service of Summons, reflecting that Plaintiff effected service of the Summons, First
8 Amended Class Action Complaint, Civil Case Cover Sheet, Civil Case Cover Sheet
9 Addendum, and Alternative Dispute Resolution (ADR) Information Package on Peloton
10 on February 1, 2022 in *Cohen v. Peloton Interactive, Inc.*, Case No. 22STCV00201, in
11 the Superior Court of California, County of Los Angeles, filed on February 7, 2022.

12 11. Attached hereto as **Exhibit J** is a true and correct copy of the Initial Status
13 Conference Order (Complex Litigation Program) issued on February 15, 2022 in *Cohen*
14 *v. Peloton Interactive, Inc.*, Case No. 22STCV00201, in the Superior Court of
15 California, County of Los Angeles.

16 12. Attached hereto as **Exhibit K** is a true and correct copy of the Minute Court
17 Order Re: Complex Determination and Initial Status Conference issued on February 15,
18 2022 in *Cohen v. Peloton Interactive, Inc.*, Case No. 22STCV00201, in the Superior
19 Court of California, County of Los Angeles.

20 13. Attached hereto as **Exhibit L** is a true and correct copy of the Certificate
21 of Mailing for Minute Order Re: Complex Determination and Initial Status Conference
22 issued on February 15, 2022 in *Cohen v. Peloton Interactive, Inc.*, Case No.
23 22STCV00201, in the Superior Court of California, County of Los Angeles.

24 14. Attached hereto as **Exhibit M** is a true and correct as-filed copy of
25 Peloton's Answer to Plaintiff's First Amended Class Action Complaint filed and served
26 on March 1, 2022 in *Cohen v. Peloton Interactive, Inc.*, Case No. 22STCV00201, in the
27 Superior Court of California, County of Los Angeles. Peloton will supplement the
28 record with a file-stamped copy when received.

EXHIBIT A

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Peloton Interactive, Inc., a Delaware corporation; and Does 1 through 50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Mark Cohen, as an individual and on behalf of all others similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles County Superior Court
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso): 22STCV00201

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Chris L. Carnakis, Esq.; 19800 MacArthur Blvd., Suite 300, Newport Beach, CA 92612; (949) 224-3881
Sherri R. Carter Executive Officer / Clerk of Court

DATE: January 3, 2022
(Fecha) Clerk, by R. Lozano, Deputy (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

EXHIBIT B

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer:

Electronically FILED by Superior Court of California, County of Los Angeles on 01/03/2022 07:31 PM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Lozano, Deputy Clerk

1 Chris L. Carnakis, Esq. (SBN 219769)
ccarnakis@bbclawyers.net
2 Leah M. Beligan, Esq. (SBN 250834)
lmbeligan@bbclawyers.net
3 BELIGAN & CARNAKIS
19800 MacArthur Blvd., Suite 300
4 Newport Beach, CA 92612
Telephone: (949) 224-3881
5 Facsimile: (949) 724-4566

6 Attorneys for Plaintiff and the Putative Class
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
10

11 Mark Cohen, as an individual and on
behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 Peloton Interactive, Inc., a Delaware
15 corporation; and Does 1 through 50,
inclusive,

16 Defendants.
17
18
19
20
21
22
23
24
25
26
27
28

CASE NO.: 22STCV00201

COMPLAINT FOR:

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS, OR TIMELY MEAL PERIODS, IN VIOLATION OF CAL. Labor CODE §§ 226.7 AND 512;**
- (2) **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS, IN VIOLATION OF CAL. Labor CODE § 226.7;**
- (3) **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF CAL. Labor CODE § 226;**
- (4) **FAILURE TO PAY ALL OVERTIME AND MINIMUM WAGES IN VIOLATION OF CAL. Labor CODE §§ 510, 558, AND 1194;**
- (5) **FAILURE TO PAY ALL WAGES FOR ALL TIME WORKED, INCLUDING MINIMUM WAGE IN VIOLATION OF Labor CODE §§ 204, 218, 1194, 1197 AND 1198;**
- (6) **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN VIOLATION OF Labor CODE § 227.3;**
- (7) **FAILURE TO ADEQUATELY INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- LOSSES/EXPENDITURES IN VIOLATION OF Labor CODE § 2802;**
- (8) FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT THE TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF Labor CODE §§ 201, 202, AND 203; AND**
 - (9) UNFAIR BUSINESS PRACTICES, IN VIOLATION OF VIOLATION OF CAL. BUS. & PROF. CODE § 17200, *ET SEQ.***

DEMAND FOR JURY TRIAL

DEMAND OVER \$25,000.00

1 Plaintiff Mark Cohen hereby submits this Class Action Complaint (Complaint) against
2 Defendant Peloton Interactive, Inc. (Peloton) and Does 1 through 50 (hereinafter collectively
3 referred to as Defendants) as an individual and on behalf of a class of all other similarly situated
4 current and former employees of Defendants for penalties and/or damages for violations of the
5 California Labor Code, including without limitation, failure to provide employees with accurate
6 itemized wage statements and premium pay for missed meal-and-rest periods, failure to pay
7 regular, overtime, and double-time wages, failure to pay minimum wages, failure to pay all
8 vested vacation, failure to include all remuneration when calculating the overtime rate of pay,
9 failure to reimburse employees for business expenses, failure to timely pay all earned wages and
10 final paychecks due at time of separation of employment, and for restitution as follows:

11 **INTRODUCTION**

12 1. Plaintiff brings this class action pursuant to Code of Civil Procedure § 382 against
13 Defendants for, among other things: (a) nonpayment of wages for all hours worked (including
14 minimum wages); (b) nonpayment of overtime wages; (c) nonprovision of meal-and-rest breaks;
15 (d) failure to provide accurate wage statements; (e) failure to pay all accrued and vested
16 vacation/PTO wages; (f) failure to include all remuneration when calculating the overtime rate of
17 pay; (g) failure to adequately indemnify employees for employment-related losses/expenditures,
18 and (g) for failure to pay all wages due upon termination of employment.

19 2. This class action is within the Court’s jurisdiction under California Labor Code
20 §§ 201-203, 204, 218, 226, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, *et. seq.*,
21 2802, the applicable Wage Orders of the California Industrial Welfare Commission (“IWC”),
22 California’s Unfair Competition Law (the “UCL”), and Business and Professions Code § 17200,
23 *et seq.*

24 3. This Complaint challenges systemic illegal employment practices resulting in
25 violations of the California Labor Code and the UCL against individuals who worked for
26 Defendants.

27 4. Plaintiffs are informed and believe, and based thereon allege, that for the four
28 years prior to the filing of this Complaint to the present, Defendants, jointly and severally, have

1 acted intentionally and with deliberate indifference and conscious disregard to the rights of all
2 employees by Defendants' failure to pay premium pay for missed meal and rest periods, failure
3 to pay minimum wages, regular wages, overtime and double-time wages, failure to pay all
4 accrued and vested vacation, failure to include all remuneration when calculating the overtime
5 rate of pay, failure to reimburse business expenses, failure to provide accurate itemized wage
6 statements, and failure to timely pay all earned wages and final paychecks due at the time of
7 separation of employment.

8 5. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 have engaged in, among other things a system of willful violations of the California Labor Code,
10 applicable IWC Wage Orders and the UCL by creating and maintaining policies, practices and
11 customs that knowingly deny employees the above-stated rights and benefits.

12 6. The policies, practices and customs of defendants described Above and below
13 have resulted in unjust enrichment of Defendants and an unfair business advantage over
14 businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

15 7. In addition, pursuant to the Private Attorneys General Act (PAGA), Plaintiff has
16 given Notice to the California Labor and Workforce Development Agency (LWDA) of the
17 alleged Labor Code violations contained in the Complaint. At the appropriate time, absent action
18 by the LWDA or the California Division of Labor Standards Enforcement (DLSE), Plaintiff will
19 file an amended Complaint seeking all recoverable penalties for Labor Code violations as
20 permitted and proscribed by the PAGA. An amended Complaint will include allegations and
21 remedies available under Labor Code §§ 2699, 2699.5, and 2933.3, among others. *See* Cal.
22 Labor Code § 2933.3(a)(2)(C) ("Notwithstanding any other provisions of law, a plaintiff may as
23 a matter of right amend an existing complaint to add a cause of action arising under this part
24 within 60 days of the time periods specified in this part."). A true and correct copy of the PAGA
25 Notice and proof of mailing is attached hereto as **Exhibit A** and is incorporated herein by this
26 reference.

27 ///

28 ///

1 **JURISDICTION AND VENUE**

2 8. The Court has jurisdiction over the violations of California Labor Code §§ 201-
3 203, 204, 218, 226, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, *et. seq.*, 2802,
4 and the UCL.

5 9. Venue is proper in this Court because Plaintiff performed work for Defendants in
6 this County.

7 **PARTIES**

8 10. Plaintiff was employed by Defendants as an hourly non-exempt sales associate
9 from in or around November 25, 2016 through on or around December 14, 2021. Plaintiff was
10 subjected to illegal employment practices. Specifically, Plaintiff was not paid minimum and
11 overtime wages for all hours worked. Plaintiff and similarly situated employees were not paid for
12 this time. Therefore, Defendants suffered, permitted, and required its hourly employees to be
13 subject to Defendants' control without paying wages for that time, including overtime wages for
14 any hours worked in excess of 8 hours per day and/or 40 hours per workweek. This resulted in
15 Plaintiff and similarly situated employees working time for which they were not compensated
16 any wages, in violation of California Labor Code §§ 1194, 1197, 1198 and the Wage Orders.
17 Plaintiff and similarly situated employees were also not paid all of their minimum wages based
18 on working through their meal periods and not being counted as hours worked. Plaintiff and
19 similarly situated employees were also not paid overtime based on the correct regular rate of pay
20 because Defendants failed to include all non-discretionary remuneration into the regular rate. In
21 particular, Plaintiff and similarly situated employees received additional remuneration, including
22 non-discretionary commissions and bonuses during pay periods in which they had worked over
23 eight hours in a day or over forty hours in a week. Defendants failed to account for the additional
24 remuneration when calculating Plaintiff's and similarly situated employees' overtime rate of pay.
25 This policy, practice, and/or procedure resulted in Defendants paying its hourly non-exempt
26 employees less overtime than they should have received. Plaintiff and similarly situated
27 employees also were not receiving all of their overtime wages due to them when working
28 through their meal breaks and not being counted as hours worked. Defendants' policies and

1 procedures were applied to all hourly non-exempt employees in California and resulted in hourly
2 non-exempt employees not receiving all overtime wages due to them in violation of Labor Code
3 §§ 510, 1194, and the Wage Orders. Defendant had no written meal-and-rest policy. Plaintiff and
4 similarly situated employees were neither provided with off-duty, 30-minute meal periods for
5 shifts longer than 5 hours and/or 10-minute off-duty rest periods for every 4 hours worked, or
6 major fraction thereof in violation of Labor Code §§ 226.7 and 512. And, Defendants did not pay
7 Plaintiff and similarly situated employees a premium payment for nonprovisional meal-and-rest
8 periods and also failed to include all non-discretionary remuneration in the calculation of the
9 regular rate. Plaintiff and similarly situated employees also were required to incur business
10 expenses as part of their work duties, including without limitation, driving their vehicles and
11 using his personal cellular phones for work-related purposes. Plaintiff and similarly situated
12 employees accumulated mileage and other driving costs on their own personal vehicles, and they
13 also were required to pay their monthly cell phone costs, which Defendants routinely utilized to
14 contact Plaintiff and similarly situated employees to implement their schedules and/or direct their
15 daily work activities in violation of Labor Code § 2802. Defendants also had a policy and/or
16 procedure whereby Plaintiff and similarly situated employees would accrue paid vacation time
17 and/or personal time off (PTO) based on how long they worked for Defendants. However, as
18 Plaintiff and similarity situated employees continued to work for Defendants, Defendants failed
19 to accrue to them the vacation/PTO wages they were due and owing in conformity with
20 Defendants' policies and/or procedures. Plaintiff and similarly situated employees had no
21 indication of how much of their PTO/vacation wages were used or accumulated. PTO/vacation
22 wages are deferred wages that vest once accrued. An employer must pay its employees all
23 unused vested vacation/PTO at the time of termination at the employees' final rate of pay. *See*
24 Cal. Labor Code § 227.3. Moreover, Defendants terminated Plaintiff and other similarly situated
25 employees without paying them the vacation/PTO wages they did accrue, in violation of
26 California law, and employed policies and procedures which ensured Plaintiff and those
27 similarly situated would not receive their accrued and vested vacation/PTO wages upon
28 termination. As a result of the foregoing, Plaintiff is also entitled to penalties for inaccurate wage

1 statements and waiting-time penalties pursuant to Labor Code §§ 201-203 and 226.

2 11. Plaintiff is a resident of Los Angeles California. At all relevant times herein, he
3 was employed by Defendants from approximately November 25, 2021 to approximately
4 December 14, 2021 as a sales associate in Los Angeles, California. Throughout his employment
5 with Peloton and/or Does, Plaintiff was employed in a non-exempt capacity as an hourly sales
6 associate.

7 12. On information and believe, all other members of the proposed Class experienced
8 Defendants' common company policies of failing to pay all straight time and overtime wages
9 owed, providing no rest periods for shifts of at least 3.5 hours, or a second rest period for shifts
10 of more than six hours, or a third rest period for shifts in excess of ten hours, and no meal periods
11 to employees working at least five consecutive hours or any additional meal periods for working
12 in excess of 10 consecutive hours, or compensation in lieu thereof. On information and belief,
13 Defendants and/or Does willfully failed to pay their employees and members of the Class in a
14 timely manner, the rest-and-meal period compensation owing to them upon termination of their
15 employment with Peloton and/or Does. Further, on information and belief, Defendants and/or
16 Does willfully failed to provide accurate wage statements—including statements that reflected
17 all remuneration earned by Plaintiffs and similarly-situated employees; willfully failed to render
18 payment for vested vacation and/or PTO time on termination; willfully failed to properly
19 remunerate Plaintiffs or similarly-situated employees of Defendants for all wages earned at a
20 regular rate; willfully failed to indemnify Plaintiffs and similarly-situated employees for
21 employment-related losses and expenditures; and failed, on termination of Plaintiffs and
22 similarly-situated employees, to timely pay Plaintiffs and similarly-situated employees for all
23 remuneration earned, vested vacation and/or PTO hours, and indemnification for employment-
24 related losses and expenditures.

25 13. Peloton is a national exercise equipment and media company with numerous
26 locations in the State of California. Plaintiffs are further informed and believe, and based thereon
27 allege, that at all times herein mentioned, Peloton and Does 1 through 50, are and were business
28 entities, individuals, and partnerships, licensed to do business and actually doing business in the

1 State of California. As such and based upon all the facts and circumstances incident to
2 Defendants' business, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7,
3 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, *et. seq.*, 2802, and the UCL.

4 14. Plaintiffs do not know the true names or capacities, whether individual, partner or
5 corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said
6 defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this
7 Complaint when the true names and capacities are known. Plaintiffs are informed and believe
8 and based thereon allege that each of said fictitious defendants was responsible in some way for
9 the matters alleged herein and proximately caused Plaintiffs and members of the general public
10 and class to be subject to the illegal employment practices, wrongs and injuries complained of
11 herein.

12 15. At all times herein mentioned, each of said Defendants participated in the doing
13 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
14 Defendants, and each of them, were the agents, servants and employees of each of the other
15 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
16 acting within the course and scope of said agency and employment.

17 16. Plaintiffs are informed and believe, and based thereon allege, that at all times
18 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
19 joint venturer of, or working in concert with each of the other co-Defendants and was acting
20 within the course and scope of such agency, employment, joint venture, or concerted activity. To
21 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
22 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
23 Defendants.

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

27 18. At all times herein mentioned, the acts and omissions of various Defendants, and
28 each of them, concurred and contributed to the various acts and omissions of each and all of the

1 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
2 herein mentioned, Defendants, and each of them, ratified each and every act or omission
3 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
4 Pelotonned the acts and omissions of each and all of the other Defendants in proximately
5 causing the damages as herein alleged.

6 **CLASS ACTION ALLEGATIONS**

7 19. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
8 California Code of Civil Procedure § 382. Plaintiff proposes as the class definition: all current
9 and former non-exempt employees who worked for Defendants in California at any time from at
10 least four years prior to filing this action and through the present (the Class). Plaintiff further
11 proposes the following classes and subclass:

12 a. All current and former California non-exempt employees of Peloton who
13 received one or more itemized wage statements at any time between four years prior to
14 filing this action and through the present (the Wage Statement Class);

15 b. All current and former California non-exempt employees of Peloton who
16 worked 3.5 hours or more in one shift at any time between four years prior to filing this
17 action and through the present (the Rest Break Class);

18 c. All current and former California non-exempt employees of Peloton who
19 worked more than 5 hours in one shift at any time between four years prior to filing this
20 action and through the present (the Meal Break Class);

21 d. All current and former California non-exempt employees of Peloton who
22 worked more than 8 hours a day in a workday or 40 hours in a workweek at any time four
23 years prior to filing this action and through the present (the Overtime Class);

24 e. All current and former hourly non-exempt employees employed by
25 Peloton in California at any time between four years prior to filing this action and
26 through the present and who were not paid an hourly wage at their regular rate of pay,
27 including minimum wages, for all time they were subject to Peloton's control (the Unpaid
28 Wage Class);

1 f. All current and former hourly non-exempt employees employed by
2 Peloton in California at any time between four years prior to filing this action and
3 through the present and who earned additional remuneration during pay periods the
4 employees worked in excess of eight hours in a workday or 40 hours in a workweek (the
5 Regular Rate Class);

6 g. All current and former hourly, non-exempt employees employed by
7 Peloton in California at any time between four years prior to filing this action and
8 through the present and who did not receive indemnification to reimburse them for the
9 necessary expenditures incurred in the discharge of their duty, including their driving
10 costs, such as mileage reimbursement for distance traveled and any tolls paid for driving
11 their personal vehicle, and their monthly cell phone expenses (the Indemnification Class);

12 h. All current and former hourly, non-exempt employees employed by
13 Peloton in California at any time between four years prior to filing this action and
14 through the present and who did not properly accrue vacation/personal time off and/or
15 accrued vacation time/personal time off and were not paid by Peloton for all wages due
16 for vested vacation time/personal time off upon separation of employment (the Vacation
17 Wages Class); and

18 i. All current and former hourly, non-exempt employees employed by
19 Peloton in California at any time between four years prior to filing this action and
20 through the present and who were not timely paid all earned wages and final paychecks
21 due at time of separation of employment from Peloton (the Waiting Time Class).

22 20. **Numerosity:** The members of the Class are so numerous that joinder of all
23 members would be impractical, if not impossible. The identity of the members of the Class is
24 readily ascertain Peloton by review of Defendants' records, including payroll records. Plaintiff is
25 informed and believes, and based thereon alleges, that Defendants: (a) failed to provide accurate
26 itemized wage statements in violation of Labor Code § 226; (b) failed to provide off-duty meal
27 periods in violation of Labor Code §§ 226.7 and 512; (c) failed to provide off-duty rest periods in
28 violation of Labor Code § 226.7; (d) failed to pay all applicable overtime and double-time wages

1 for all hours worked, including based on the correct, higher regular rate of pay when taking into
2 account all non-discretionary remuneration in violation of Labor Code §§ 204, 218, 510, 558,
3 1194, 1197, 1197.1, and 1198; (e) failed to pay all wages, including minimum wages for all
4 hours worked in violation of Labor Code §§ 204, 218, 1194, 1197, 1197.1, and 1198; (f) failed to
5 pay all accrued and vested vacation or PTO wages in violation of Labor Code § 227.3; (g) failed
6 to reimburse all business expenses in violation of Labor Code § 2802; (h) failed to pay all earned
7 wages and final paychecks due at the time Plaintiffs and the members of the Class' separation of
8 employment in violation of Labor Code §§ 201, 202, and 203; and (i) engaged in unfair business
9 practices in violation of the California Labor Code, the applicable IWC Wage Orders and the
10 UCL under California Business and Professions Code §§ 17200 et. seq.

11 21. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
12 necessary steps to represent fairly and adequately the interests of the class defined Above.
13 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and
14 the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
15 actions in the past and currently have a number of wage-and-hour class actions pending in
16 California state and federal courts.

17 22. Defendants uniformly administered a corporate policy, practice of: (a) failing to
18 provide accurate itemized wage statements in violation of Labor Code § 226; (b) failing to
19 provide off-duty meal periods in violation of Labor Code §§ 226.7 and 512; (c) failing to provide
20 off-duty rest periods in violation of Labor Code § 226.7; (d) failing to pay all applicable
21 overtime and double-time wages for all hours worked, including based on the correct, higher
22 regular rate of pay when taking into account all non-discretionary remuneration in violation of
23 Labor Code §§ 510, 558, and 1194; (e) failing to pay all wages, including minimum wages for all
24 hours worked in violation of Labor Code §§ 204, 218, 1194, 1197, 1197.1, and 1198; (f) failing
25 to pay all accrued and vested vacation or PTO wages in violation of Labor Code § 227.3; (g)
26 failing to reimburse all business expenses in violation of Labor Code § 2802; (h) failing to timely
27 pay all earned wages and final paychecks due at the time of Plaintiffs' and Class Members'
28 separation of employment in violation of Labor Code §§ 201, 202, and - 203; and (i) engaging in

1 unfair business practices in violation of the California Labor Code, the applicable IWC Wage
2 Orders and the UCL. Plaintiff is informed and believes, and based thereon alleges, that this
3 corporate conduct is accomplished with the advanced knowledge, intent and willfulness of the
4 Defendants.

5 23. **Common Question of Law and Fact:** There are predominant common questions
6 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
7 concerning Defendants' policy and practice of: (a) failing to provide accurate itemized wage
8 statements in violation of Labor Code § 226; (b) failing to provide off-duty meal periods in
9 violation of Labor Code §§ 226.7 and 512; (c) failing to provide off-duty rest periods in violation
10 of Labor Code § 226.7; (d) failing to pay all applicable overtime and double-time wages for all
11 hours worked, including based on the correct, higher regular rate of pay when taking into
12 account all non-discretionary remuneration in violation of Labor Code §§ 510, 558, and 1194; (e)
13 failing to pay all wages, including minimum wages for all hours worked in violation of Labor
14 Code §§ 204, 218, 1194, 1197, 1197.1, and 1198; (f) failing to pay all accrued and vested
15 vacation or PTO wages in violation of Labor Code § 227.3; (g) failing to reimburse all business
16 expenses in violation of Labor Code § 2802; (h) failing to timely pay all earned wages and final
17 paychecks due at the time of separation of employment in violation of Labor Code §§ 201, 202,
18 and 203; and (i) engaging in unfair business practices in violation of the California Labor Code,
19 the applicable IWC Wage Orders and the UCL California Business & Professions Code §§
20 17200 et. seq.

21 24. **Typicality:** The claims of Plaintiff is typical of the claims of all members of the
22 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
23 as the Class Members. As alleged in preceding paragraphs, the named Plaintiff was subjected to
24 the illegal employment practices asserted herein. Therefore, Plaintiff was and is the victim of the
25 policies, practices, and customs of Defendants complained of in this action in ways that have
26 deprived them of the rights guaranteed by California Labor Code §§ 201, 202, 203, 204, 218,
27 226, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and the UCL.

28 25. The California Labor Code sections upon which Plaintiffs base these claims are

1 broadly remedial in nature. These laws and Labor standards serve an important public interest in
2 establishing minimum working conditions and standards in California. These laws and Labor
3 standards protect the average working employee from exploitation by employers who may seek
4 to take advantage of superior economic and bargaining power in setting onerous terms and
5 conditions of employment.

6 26. The nature of this action and the format of laws available to Plaintiff and
7 members of the Class identified herein make the class action format a particularly efficient and
8 appropriate procedure to redress the wrongs alleged herein. If each employee was required to file
9 an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
10 advantage since it would be able to exploit and overwhelm the limited resources of each
11 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
12 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
13 employees who would be disinclined to file an action against their former and/or current
14 employer for real and justifiable fear of retaliation and permanent damage to their careers at
15 subsequent employment.

16 27. The prosecution of separate actions by the individual Class Members, even if
17 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
18 to individual Class Members against the Defendants and which would establish potentially
19 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
20 individual Class Members which would, as a practical matter, be dispositive of the interest of the
21 other Class Members not parties to the adjudications or which would substantially impair or
22 impede the ability of the Class Members to protect their interests. Further, the claims of the
23 individual members of the Class are not sufficiently large to warrant vigorous individual
24 prosecution considering all of the concomitant costs and expenses.

25 28. Such a pattern, practice and uniform administration of corporate policy regarding
26 illegal employee compensation described herein is unlawful and creates an entitlement to
27 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages,
28 including minimum wages, overtime wages, overtime wages at the proper overtime rate of pay,

1 unpaid vacation/PTO, unreimbursed business expenses, meal and rest period premium pay,
2 applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
3 California Labor Code §§ 226, 558, 1194, 2698, *et seq.*, 2802 and Code of Civil Procedure §
4 1021.5.

5 29. Proof of a common business practice or factual pattern, which the named
6 Plaintiffs experienced and are representative of, will establish the right of each of the members of
7 the Class to recovery on the causes of action alleged herein.

8 30. The Class is commonly entitled to a specific fund with respect to the
9 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
10 restitution of those funds being improperly withheld by Defendants. This action is brought for
11 the benefit of the entire class and will result in the creation of a common fund.

12 **FIRST CAUSE OF ACTION**

13 **VIOLATION OF CAL. Labor CODE §§ 226.7 AND 512**

14 **(BY PLAINTIFF AND THE MEAL BREAK CLASS AGAINST ALL DEFENDANTS)**

15 31. Plaintiff hereby incorporates by reference each and every other paragraph in this
16 Complaint herein as if fully pled.

17 32. At all relevant times, Defendants failed in their affirmative obligation to ensure
18 that Plaintiff and Class Members, had the opportunity to take and were provided with off-duty
19 meal periods in accordance with the mandates of the California Labor Code and the applicable
20 IWC Wage Order. Plaintiff and other non-exempt employees were suffered and permitted to
21 work through legally required meal breaks and were denied the opportunity to take their full 30-
22 minute off-duty meal breaks. As such, Defendants are responsible for paying premium
23 compensation for missed meal periods pursuant to Labor Code §§ 226.7 and 512 and the
24 applicable IWC Wage Order. Specifically, Labor Code § 226.7(c) provides that “the employer
25 shall pay the employee one additional hour of pay at the employee’s regular rate of
26 compensation for each workday the meal or rest or recovery period is not provided.” Defendants,
27 as a matter of corporate policy and procedure, regularly failed to pay the meal period premium
28 for missed meal periods.

1 38. At all relevant times, Plaintiff and Class Members regularly worked in excess of
2 3.5 hours per day and accordingly had a right to take a 10-minute rest period for each 3.5 hours
3 worked. However, Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to provide rest periods to its non-exempt employees in the State of California.

5 39. Accordingly, as a pattern and practice, Defendants regularly required non-exempt
6 employees to work through their rest periods without proper compensation and denied Plaintiff
7 and other non-exempt employees the right to take proper rest periods as required by law.

8 40. This policy of requiring employees to work through their legally mandated rest
9 periods and not allowing them to take proper off-duty rest periods is a violation of California
10 law.

11 41. Plaintiff is informed and believes and based thereon alleges that Defendants
12 willfully failed to pay employees who were not provided the opportunity to take rest breaks the
13 premium compensation set out in Labor Code § 226.7, and the applicable IWC Wage Order and
14 that Plaintiffs and those employees similarly situated as them are owed wages for the rest period
15 violations set forth Above. Plaintiff is informed and believes and based thereon alleges that
16 Defendants' willful failure to provide Plaintiff and other Class Members the wages due and
17 owing them upon separation from employment results in a continued payment of wages up to
18 thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the
19 class who have separated from employment are entitled to compensation pursuant to Labor Code
20 § 203.

21 42. Such a pattern, practice and uniform administration of corporate policy as
22 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
23 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium
24 compensation, including interest thereon, penalties, and costs of suit.

25 ///

26 ///

27 ///

28 ///

THIRD CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 226, 1174, AND 1174.5

(BY PLAINTIFF AND THE WAGE STATEMENT CLASS AGAINST ALL

DEFENDANTS)

43. Plaintiff hereby incorporates by reference each and every other paragraph in this COMPLAINT herein as if fully pled.

44. Defendants failed in their affirmative obligation to provide accurate itemized wage statements. Defendants, as a matter of policy and practice, did not provide accurate records in violation of Labor Code § 226 by failing as a matter of policy and practice to provide accurate payroll records for Plaintiff and the Class.

45. Plaintiff and the Class were paid hourly. As such, the wage statements should have reflected the correct number of hours worked and the applicable hourly rates, pursuant to Labor Code § 226(a)(9). The wage statements provided to Plaintiffs and the Class failed to identify such information. In pay periods in which Plaintiff and Class Members earned additional non-discretionary pay and worked overtime, such pay was not factored into the regular rate of pay for purposes of paying overtime, such that the incorrect overtime rate was listed on the wage statement in violation of Labor Code § 226(a)(9). Furthermore, the hours worked that appear on the wage statements, when added up, do not accurately identify the total hours worked for each pay period whenever overtime wages are paid in violation of Labor Code § 226(a)(2).

46. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

///

///

///

///

FOURTH CAUSE OF ACTION

VIOLATION OF CAL. Labor CODE §§ 510, 558, 1194, AND 1198

**(BY PLAINTIFF AND THE OVERTIME AND REGULAR RATE CLASSES AGAINST
ALL DEFENDANTS)**

47. Plaintiff hereby incorporates by reference each and every other paragraph in this COMPLAINT herein as if fully pled

48. This cause of action is brought pursuant to Labor Code §§ 510 and 1194, which require an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek. These statutes further provide that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2. As a pattern and practice, Defendants suffered and permitted merchandiser/delivery employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay and over 12 hours in a workday without double-time pay. Specifically, when non-exempt employees worked more than 12 hours in a day, Defendants would delete the employees' time worked in excess of 12 hours. Defendants had a uniform corporate pattern and practice and procedure regarding the Above practices in violation of Labor Code §§ 510 and 1194.

49. At all times herein mentioned, Plaintiff and similarly situated employees would receive additional remuneration, including non-discretionary commissions and bonuses. Defendants failed to account for the additional remuneration when calculating the regular rate of pay for purposes of paying overtime. This resulted in Plaintiffs and other hourly non-exempt employees receiving less overtime than they were entitled to during time periods that they earned additional remuneration and worked overtime.

50. Plaintiff is informed and believes and based thereon alleges that Defendants'

1 willful failure to provide Plaintiffs and Class Members the wages due and owing them upon
2 separation from employment results in a continued payment of wages up to thirty (30) days from
3 the time the wages were due. Therefore, Plaintiffs and Class Members who have separated from
4 their employment are entitled to compensation pursuant to Labor Code § 203.

5 51. Such a pattern, practice and uniform administration of corporate policy regarding
6 illegal employee compensation as described herein is unlawful and creates an entitlement to
7 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
8 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
9 to the mandate of California Labor Code §§ 510 and 1194.

10
11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PAY WAGES FOR ALL TIME WORKED INCLUDING MINIMUM**
13 **WAGE IN VIOLATION OF LABOR CODE §§ 200, 204, 218, 1194 AND 1197**
14 **(BY PLAINTIFF AND THE UNPAID WAGE CLASS AGAINST ALL DEFENDANTS)**

15 52. Plaintiff hereby incorporates by reference each and every other paragraph in this
16 COMPLAINT herein as if fully pled.

17 53. At all times relevant to this Complaint, Plaintiff and the members of the Unpaid
18 Wage Class were hourly non-exempt employees of Defendants.

19 54. At all times herein relevant, Labor Code §§ 204, 218, and the applicable
20 Wage Orders were in full force and effect. Labor Code § 204 requires employers to pay all
21 wages earned by any employee due and payable twice during each calendar month.

22 55. Pursuant to Labor Code § 218, Plaintiff may bring a civil action for unpaid wages
23 due directly against the employer.

24 56. Pursuant to Labor Code §§ 1194, 1197, and Wage Orders, Plaintiff and the
25 Unpaid Wage Class are entitled to receive wages for all hours worked, i.e., all time subject to
26 Defendants' control, and those wages must be paid at least at the minimum wage rate in effect
27 during the time the employees earned the wages.

28 57. Defendants' payroll policies and procedures required employees of the Unpaid

1 Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the
2 time in which they were subject to Defendants' control.

3 58. Plaintiff and similarly situated employees were also not paid all of their minimum
4 wages based on working through their meal periods and not being counted as hours worked.

5 59. As a result of Defendants' unlawful conduct, Plaintiff and members of the Unpaid
6 Wage Class have suffered damages in an amount subject to proof, to the extent that they were
7 not paid wages at a minimum wage rate for all hours worked.

8 60. Pursuant to California Labor Code §§ 218.6, 1194(a) and 1194.2(a) Plaintiffs and
9 the Unpaid Wage Class Members are entitled to recover unpaid balance, including unpaid
10 regular and minimum wages, interest thereon, liquidated damages in the amount of their unpaid
11 minimum wage, and attorneys' fees and costs.

12 61. Plaintiff is informed and believes and based thereon alleges that Defendants'
13 willful failure to provide Plaintiff and Class Members the wages due and owing them upon
14 separation from employment results in a continued payment of wages up to thirty (30) days from
15 the time the wages were due. Therefore, Plaintiff and Class Members who have separated from
16 employment are entitled to compensation pursuant to Labor Code § 203.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN**
19 **VIOLATION OF Labor CODE § 227.3**
20 **(BY PLAINTIFF AND THE VACATION WAGE CLASS AGAINST ALL**
21 **DEFENDANTS)**

22 62. Plaintiff hereby incorporates by reference each and every other paragraph in this
23 COMPLAINT herein as if fully pled.

24 63. At times relevant to this Complaint, Plaintiff and the members of the Vacation
25 Wages Class were non-exempt hourly employees of Defendants, covered by California Labor
26 Code § 227.3.

27 64. California Labor Code § 227.3 states in relevant part:

28 "Unless otherwise provided by a collective-bargaining agreement,
whenever a contract of employment or employer policy provides

1 for paid vacations, and an employee is terminated without having
2 taken off his vested vacation time, all vested vacation shall be paid
3 to him as wages at his final rate in accordance with such contract
of employment or employer policy respecting eligibility or time
served....”

4 65. Defendants had a policy and/or procedure whereby Plaintiff and similarly situated
5 employees would accrue paid vacation time and/or personal time off (“PTO”) based on how long
6 they worked for Defendants.

7 66. However, as Plaintiff and similarity situated employees continued to work for
8 Defendants, Defendants failed to accrue to them the vacation/PTO wages they were due and
9 owing in conformity with Defendants’ policies and/or procedures.

10 67. PTO/vacation wages are deferred wages that vest once accrued. An employer
11 must pay its employees all unused vested vacation/PTO at the time of termination at the
12 employees’ final rate of pay. *See* Cal. Labor Code § 227.3.

13 68. Moreover, Defendants terminated Plaintiff and other similarly situated employees
14 without paying them the vacation/PTO wages they did accrue, in violation of California law, and
15 employed policies and procedures which ensured Plaintiff and those similarly situated would not
16 receive their accrued and vested vacation/PTO wages upon termination.

17 69. Defendants employed policies, practices, and procedures which ensured Plaintiff
18 and the members of the Vacation Wages Class would not receive their accrued and vested
19 vacation/PTO wages upon the separation of their employment from Defendants.

20 70. Pursuant to California Labor Code § 227.3, Plaintiff and members of the Vacation
21 Wages Class seek their earned and vested vacation/PTO wages, plus interest thereon, for the
22 entire class period.

23 71. Plaintiff is informed and believes and based thereon alleges that Defendants’
24 willful failure to provide Plaintiffs and Class Members the wages due and owing them upon
25 separation from employment results in a continued payment of wages up to thirty (30) days from
26 the time the wages were due. Therefore, Plaintiff and Class Members who have separated from
27 employment are entitled to compensation pursuant to Labor Code § 203.

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO ADEQUATELY INDEMNIFY EMPLOYEES FOR EMPLOYMENT-**
3 **RELATED LOSSES/EXPENDITURES IN VIOLATION OF Labor CODE § 2802**
4 **(BY PLAINTIFF AND THE INDEMNIFICATION CLASS AGAINST ALL**
5 **DEFENDANTS)**

6 72. Plaintiff hereby incorporates by reference each and every other paragraph in this
7 Complaint herein as if fully pled.

8 73. Plaintiff and members of the Indemnification Class have been employed by
9 Defendants in the State of California. California law requires that Defendants indemnify its
10 employees for all necessary expenditures or losses incurred by the employee in discharge of his
11 or her duties or at the obedience of the directions of the employer. Moreover, an employer is
12 prohibited from passing the ordinary business expenses and losses of the employer onto the
13 employee. (Labor Code § 2802.)

14 74. Defendants have violated Labor Code § 2802 by failing to indemnify Plaintiffs
15 and the members of the Indemnification Class necessary expenditures they incurred in the
16 discharge of their duties. Specifically, Defendants employed a policy, practice, and procedure
17 whereby Plaintiff and similarly situated employees were required use their personal vehicles for
18 employment-related purposes as well as their personal cell phones for employment-related
19 purposes. Plaintiff and similarly situated employees accumulated mileage and other driving costs
20 on their own personal vehicles, and they were also required to pay their monthly cell phone
21 costs, which Defendants routinely utilized to contact Plaintiff and similarly situated employees to
22 implement their schedules and/or direct their daily work activities.

23 75. Moreover, Defendants employed policies and procedures which ensured Plaintiff
24 and the members of the Indemnification Class would not receive indemnification for their
25 employment-related expenses. This practice resulted in Plaintiff and members of the
26 Indemnification Class not receiving such indemnification in compliance with California law.

27 76. Because Defendants failed to properly indemnify employees for the necessary
28 expenditures incurred in the discharge of their duty including their vehicle and monthly cell

1 phone expenses, they are liable to Plaintiff and the Indemnification Class for monies to
2 compensate them for the use of their personal vehicles as well as personal cell phones for
3 employment-related purposes to Labor Code § 2802.

4 77. As a direct and proximate result of Defendants' violation of Labor Code § 2802,
5 Plaintiff and other Indemnification Class Members have suffered irreparable harm and monetary
6 damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of himself
7 and on behalf of the Indemnification Class, seek damages and all other relief allowable including
8 indemnification for all employment-related expenses and ordinary business expenses incurred by
9 Defendants and passed onto Plaintiff and the members of the Indemnification Class pursuant to
10 Labor Code § 2802.

11 78. Pursuant to Labor Code § 2802, Plaintiff and members of the Class are entitled to
12 recover the full indemnification, reasonable attorney fees and costs of suit.

13 **EIGHTH CAUSE OF ACTION**

14 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT,**
15 **IN VIOLATION OF Labor CODE SECTIONS 201, 202, AND 203**
16 **(BY PLAINTIFF AND THE WAITING TIME CLASS AS AGAINST ALL**
17 **DEFENDANTS)**

18 79. Plaintiff hereby incorporates by reference each and every other paragraph in this
19 COMPLAINT herein as if fully pled.

20 80. At all times relevant to this Complaint, Plaintiff and the other members of the
21 Waiting Time Class were employees of Defendants, covered by California Labor Code §§ 201
22 202.

23 81. Pursuant to California Labor Code §§ 201 and 202, Plaintiff and members of the
24 Waiting Time Class were entitled upon termination to timely payment of all wages earned and
25 unpaid prior to termination. Discharged employees were entitled to payment of all wages earned
26 and unpaid prior to discharge immediately upon termination. Employees who resigned were
27 entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after
28 giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to

1 payment of all wages earned and unpaid prior to resignation at the time of resignation.

2 82. Defendants failed to pay Plaintiff and members of the Waiting Time Class all wages
3 earned and unpaid prior to separation of employment, in accordance with either California Labor
4 Code §§ 201 or 202. Specifically, in direct violation of Labor Code § 201, despite that Plaintiff's
5 employment relationship with Defendants terminated, Defendants failed to timely pay Plaintiff his
6 earned wages and final paycheck. Plaintiff is informed and believes and thereon alleges that at all
7 relevant times within the limitations period applicable to this cause of action Defendants
8 maintained a policy or practice of not paying hourly employees all earned wages timely upon
9 separation of employment.

10 83. Defendants' failure to pay Plaintiff and members of the Waiting Time Class all
11 wages earned prior to separation of employment timely in accordance with California Labor Code
12 §§ 201 and 202 was willful. Defendants had the ability to pay all wages earned by hourly workers
13 prior to separation of employment in accordance with California Labor Code §§ 201 and 202, but
14 intentionally adopted policies or practices incompatible with the requirements of California Labor
15 Code §§ 201 and 202. Defendants' practices include failing to pay at least minimum wage for all
16 time worked, overtime wages for overtime hours worked, overtime at the proper overtime rate of
17 pay, failing to pay premium wages for workdays Defendants did not provide, or timely provide,
18 employees all meal periods and rear periods in compliance with California law, failing to
19 reimburse employment-related expenditures, and failing to pay all vacation/PTO wages. When
20 Defendants failed to pay its hourly non-exempt workers all earned wages timely upon separation
21 of employment, they knew what they were doing and intended to do what they did.

22 84. Pursuant to either California Labor Code §§ 201 or 202, Plaintiff and members of
23 the Waiting Time Class are entitled to all wages earned prior to separation of employment that
24 Defendants did not pay them.

25 85. Pursuant to California Labor Code § 203, Plaintiff and members of the Waiting
26 Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages
27 were due upon separation until paid, up to a maximum of 30 days.
28

1 86. As a result of Defendants' conduct, Plaintiffs and members of the Waiting Time
2 Class have suffered damages in an amount, subject to proof, to the extent they were not paid for
3 all wages earned prior to separation.

4 87. As a result of Defendants' conduct, Plaintiff and members of the Waiting Time
5 Class have suffered damages in an amount, subject to proof, to the extent they were not paid all
6 continuation wages owed under California Labor Code § 203.

7 88. Plaintiff and members of the Waiting Time Class are entitled to recover the full
8 amount of their unpaid wages, continuation wages under § 203, and interest thereon.

9 **NINTH CAUSE OF ACTION**

10 **VIOLATIONS OF THE UCL, BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

11 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

12 89. Plaintiff hereby incorporates by reference each and every other paragraph in this
13 Complaint herein as if fully pled.

14 90. Defendants, and each of them, have engaged and continue to engage in unfair and
15 unlawful business practices in California by practicing, employing and utilizing the employment
16 practices outlined above, including, to wit, by: (a) failing to provide off-duty meal periods in
17 violation of Labor Code §§ 226.7 and 512; (b) failing to provide off-duty rest periods in violation
18 of Labor Code § 226.7; (c) failing to pay all applicable overtime and double-time wages for all
19 hours worked in violation of §§ 510, 1194, and 1198; (d) failing to pay all minimum wages for
20 all hours worked in violation of §§ 1194 and 1197; (e) failing to pay for all accrued and vested
21 vacation wages in violation of § 227.3; (f) failing to reimburse all business expenses in violation
22 of § 2802; and (g) failing to remunerate all employees for all wages at the regular rate of pay in
23 violation of §§ 510 and 1194.

24 91. Defendants' utilization of such unfair and unlawful business practices constitutes
25 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

26 92. Plaintiff seeks individually and on behalf of other members of the Class similarly
27 situated, full restitution of monies, as necessary and according to proof, to restore any and all
28 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices

1 complained of herein.

2 93. Plaintiff is informed and believes, and based thereon allege, that at all times
3 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
4 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
5 forth herein Above thereby depriving Plaintiff and other members of the class the minimum
6 working condition standards and conditions due to them under the California laws as specifically
7 described therein.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
10 this suit is brought against Defendants, jointly and severally, as follows:

- 11 1. For an order certifying the proposed Class;
- 12 2. For an order appointing Plaintiff as the representative of the Class as described
13 herein;
- 14 3. Upon the First Cause of Action, for damages and/or penalties pursuant to
15 California Labor Code §§ 201, 202, 203, 218.6, 226.7 and 512, for costs, and any
16 other relief, in law and/or equity, as the Court deems just or appropriate;
- 17 4. Upon the Second Cause of Action, for damages and/or penalties pursuant to
18 California Labor Code §§ 201, 202, 203, 218.6, and 226.7, for costs, and any
19 other relief, in law and/or equity, as the Court deems just or appropriate;
- 20 5. Upon the Third Cause of Action, for damages and/or penalties pursuant to
21 California Labor Code § 226, and for costs and attorneys' fees, and any other
22 relief, in law and/or equity, as the Court deems just or appropriate;
- 23 6. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to Labor
24 Code §§ 201, 202, 203, 510, 558, 1194, and 1197, and for costs, attorneys' fees,
25 and any other relief, in law and/or equity, as the Court deems just or appropriate;
- 26 7. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to Labor
27 Code §§ 201, 202, 203, 218.6, 1194, 1194.2, 1197, and 1197.1, and for costs and
28 attorneys' fees, and any other relief, in law and/or equity, as the Court deems just

1 or appropriate;

2 8. Upon the Sixth Cause of Action, for damages and/or penalties pursuant to Labor
3 Code §§ 201-203, and 227.3, and for costs and attorneys’ fees;

4 9. Upon the Seventh Cause of Action, for damages and/or penalties pursuant to
5 Labor Code §§ 510 and 1194, and for costs and attorneys’ fees, and any other
6 relief, in law and/or equity, as the Court deems just or appropriate;

7 10. Upon the Eighth Cause of Action, for damages and/or penalties pursuant to Labor
8 Code § 2802, and for costs and attorneys’ fees;

9 11. Upon the Ninth Cause of Action, for damages and/or penalties pursuant to Labor
10 Code §§ 201, 202, 203, and 218.6, for costs and any other legally applicable fees,
11 and any other relief, in law and/or equity, as the Court deems just or appropriate;

12 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and other similarly
13 effected members of the general public of all funds unlawfully acquired by
14 Defendants by means of any acts or practices declared by this Court to be in
15 violation of Business and Professions Code § 17200, *et seq.*; and

16 13. On all causes of action for attorneys’ fees and costs as provided by California
17 Labor Code §§ 226, 558, 1194, 1197, 1197.1, 2698, *et seq.*, 2802, and Code of
18 Civil Procedure § 1021.5; and for such other and further relief the Court may
19 deem just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands a jury trial on all causes of action and claims with respect to
22 which Plaintiff has a state and/or federal constitutional right to jury trial.

23 Respectfully submitted,

24 DATED: January 3, 2022

BELIGAN & CARNAKIS


25
26 By: 
27 Chris L. Carnakis
28 Leah M. Beligan
Attorneys for Plaintiffs and the Putative Class

EXHIBIT A

B & C

BELIGAN & CARNAKIS
A LIMITED LIABILITY PARTNERSHIP

LEAH M. BELIGAN, ESQ.
CHRIS L. CARNAKIS, ESQ.

MAIN OFFICE
19800 MACARTHUR BOULEVARD,
SUITE 300
NEWPORT BEACH, CALIFORNIA 92612

TEL.: (949) 224-3881
FAX: (949) 724-4566

January 3, 2022

Via Online Filing

Labor & Workforce Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

Via Certified Mail (Return Receipt Requested)

Attn.: Management
Peloton Interactive, Inc.
125 W. 25th Street, 11th Floor
New York, NY 10001

Attn.: Management
Peloton Interactive, Inc.
10250 Santa Monica Blvd., Suite 1460
Los Angeles, CA 90067

Re: Notice Pursuant to the Private Attorneys General Act, California Labor Code § 2699.3 (the “PAGA”)

Dear Sir or Madam:

Claimant Mark Cohen (Claimant) retained our law firm to represent her and other similarly situated current and former employees of Peloton Interactive, Inc. (Respondent) for alleged violations of the California Labor Code. Respondent employed Claimant and other similarly situated employees throughout California (collectively, the “Aggrieved Employees”). As will be explained in detail below, Claimant alleges that Respondent violated numerous California Labor Codes; thus, entitling the Aggrieved Employees to penalties under the PAGA.

This letter formally serves to inform Respondent of Claimant’ intent to bring a cause of action for violations of the PAGA for Respondent’ failure to: (1) pay the Aggrieved Employees for all wages earned, including minimum wages; (2) pay the Aggrieved Employees for overtime compensation, including double overtime compensation; (3) pay premiums for meal-and-rest period violations; (4) PTO and pay for accrued vacation; (5) provide accurate, itemized wage statements; and (6) timely pay all wages due at the time of separation or termination of employment. During the relevant time period, Respondent failed to pay non-overtime and

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 2

overtime wages, provide compliant meal-and-rest periods, PTO and pay for accrued vacation, provide accurate wage statements, and failed to pay Claimant and the Aggrieved Employees additional wages and penalties for said violations. As a result, Respondent violated, among other statutes and regulations, Labor Code §§ 200-203, 218, 226, 226.7, 510, 512, 558, 558.1, 1174(d), 1194, 1197, 1198, 1400, 2802 and provisions of Industrial Welfare Commission (“IWC”) Wage Order 4-2001 (“Wage Order 4”).

Claimant is informed and believe that said violations are ongoing, systematic and uniform. If Respondent fails to cure these alleged violations, as stated above, Claimant will bring an action against Respondent under the PAGA to recover wages and penalties as provided by California law.¹

Facts and Theories to Support the Alleged Labor Code Violations

Respondent classified Claimant and the Aggrieved Employees as nonexempt employees. Each non-exempt employee of Respondent, while having varied job titles throughout California, were and are, at all times, entitled to be paid for each hour worked, including all minimum wages, overtime compensation at the correct rate of pay, non-compliant meal-and-rest breaks, earned commissions, PTO and pay for accrued vacation, given accurate wage statements, and wages for all labor performed. The Aggrieved Employees’ primary positions were nonexempt sales associates or similarly titled positions. The Aggrieved Employees are paid on an hourly basis and on commission. The Aggrieved Employees received commissions from Respondent

¹ Without limitation, Claimant, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency (“LWDA”). This includes, each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 3

related to the sales of Respondent's materials, which were not included in their regular rate of pay when they worked overtime (including, doubletime).

During the entire course of their employment, Claimant and the Aggrieved Employees not paid minimum and overtime wages for all hours worked. Claimant and Aggrieved Employees were not paid for this time. Therefore, Respondents suffered, permitted, and required its hourly employees to be subject to Respondent's control without paying wages for that time, including overtime wages for any hours worked in excess of 8 hours per day and/or 40 hours per workweek. This resulted in Claimant and Aggrieved Employees working time for which they were not compensated any wages. Claimant and Aggrieved Employees were also not paid all of their minimum wages based on working through their meal periods and not being counted as hours worked. Claimant and Aggrieved Employees were also not paid overtime based on the correct regular rate of pay because Respondents failed to include all non-discretionary remuneration into the regular rate. In particular, Claimant and Aggrieved Employees received additional remuneration, including non-discretionary commissions and bonuses during pay periods in which they had worked over eight hours in a day or over forty hours in a week. Respondents failed to account for the additional remuneration when calculating Claimant's and Aggrieved Employees' overtime rate of pay. This policy, practice, and/or procedure resulted in Respondents paying its hourly non-exempt employees less overtime than they should have received. Claimant and Aggrieved Employees also were not receiving all of their overtime wages due to them when working through their meal breaks and not being counted as hours worked. Respondent's policies and procedures were applied to all hourly non-exempt employees in California and resulted in hourly non-exempt employees not receiving all overtime wages due to them.

Respondent also had no written meal-and-rest policy. Claimant and Aggrieved Employees also were neither provided with off-duty, 30-minute meal periods for shifts longer than 5 hours and/or 10-minute off-duty rest periods for every 4 hours worked, or major fraction thereof. And, Respondents did not pay Claimant and Aggrieved Employees a premium payment for nonprovisional meal-and-rest periods and also failed to include all non-discretionary remuneration in the calculation of the regular rate.

Claimant and Aggrieved Employees also were required to incur business expenses as part of their work duties, including without limitation, driving their vehicles and using his personal cellular phones for work-related purposes. Claimant and Aggrieved Employees accumulated mileage and other driving costs on their own personal vehicles, and they also were required to pay their monthly cell phone costs, which Respondents routinely utilized to contact Claimant and Aggrieved Employees to implement their schedules and/or direct their daily work activities.

Respondents also had a policy and/or procedure whereby Claimant and Aggrieved Employees would accrue paid vacation time and/or personal time off (PTO) based on how long they worked for Respondents. However, as Claimant and similarity situated employees

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 4

continued to work for Respondents, Respondents failed to accrue to them the vacation/PTO wages they were due and owing in conformity with Respondent's policies and/or procedures. Claimant and Aggrieved Employees had no indication of how much of their PTO/vacation wages were used or accumulated. PTO/vacation wages are deferred wages that vest once accrued. An employer must pay its employees all unused vested vacation/PTO at the time of termination at the employees' final rate of pay. Moreover, Respondents terminated Claimant and other Aggrieved Employees without paying them the vacation/PTO wages they did accrue, in violation of California law, and employed policies and procedures which ensured Claimant and those similarly situated would not receive their accrued and vested vacation/PTO wages upon termination.

As a result of the foregoing, Claimant is also entitled to penalties for inaccurate wage statements and waiting-time penalties.

Respondent failed to comply with failed to comply with and violated Labor Code §§ 201-203, 226, 226.7, 227.3 512, 510, 512, 1174, 1194, 1197, 1198, 2802 and applicable IWC Wage Order(s) and California regulations.

As a result of Respondent's uniform treatment of the Aggrieved Employees, Respondent committed numerous violations of California's Labor Codes including, but not limited to: (1) failing to pay the Aggrieved Employees for all labor performed, including failing to pay an hourly wage for each and every hour worked, and including all minimum wages for all hours worked; (2) failing to pay the Aggrieved Employees for all overtime hours worked, including double overtime for all double overtime hours worked; (3) failing to provide the Aggrieved Employees compliant meal-and-rest periods; (4) failing to pay the Aggrieved Employees for all accrued vacation, PTO and earned commissions; (5) failing to provide the Aggrieved Employees accurate wage statements; and (6) failing to timely pay the Aggrieved Employees wages upon termination of employment.

A. Respondent Failed to: (1) pay the Aggrieved Employees for all Labor Performed; (2) Failed to pay the Aggrieved Employees an Hourly Wage for Each and Every Hour Worked, Including All Minimum Wages for All Hours Worked; and (3) Failed to pay Them Overtime Wages for all Overtime Hours Worked, Including Doubletime for All Doubletime Hours Worked.

At all times relevant, pursuant to Labor Code §§ 1197 and 1198, it is unlawful for an employer to pay less than the wage established by law or to employ persons in excess of the hours fixed by the IWC or under conditions prohibited by Wage Order 4.

At all times relevant, Labor Code § 1194(a) provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 5

or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

At all times relevant, Labor Code § 200(a) defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." Labor Code § 200(b) defines "labor" as all "work[] or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment."

At all times relevant, Labor Code § 218 provides that "[n]othing in this article shall limit the right of any wage Claimant to sue directly or through an assignee for any wages or penalty due him under this article."

At all times relevant, Labor Code § 510 provides for payment of a minimum wage regardless of the number of hours worked, and 1.5 times each employee's regular rate of pay for all work over 8 hours in a day, 40 hours in any work week, or the first 8 hours of the seventh consecutive day of work. In addition, Labor Code § 510 provides for payment of twice the employee's regular rate of pay for work in excess of 12 hours per day or in excess of 8 hours on the seventh consecutive day of any work week.

At all times relevant, Labor Code § 558 provides, in pertinent part, "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the [IWC] shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee."

At all times relevant, Labor Code § 204 provides that all wages, other than those mentioned in sections 201, 202, 204.1, or 204.2, earned by any person in any employment, are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

At all times relevant, Labor Code § 210 provides, in pertinent part, "every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2,

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 6

205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

Here, Respondent violated Labor Code §§ 200, 204, 210, 218, 510, 558, 1182.12, 1194, 1197 and 1198. As a result of Defendant’s uniform policy of not including all remuneration when calculating the Aggrieved Employees’ regular rate of pay, Respondent knowingly and intentionally failed to pay the Aggrieved Employees for all labor performed. As part of the Aggrieved Employees’ compensation, they received hourly wages and also earned commissions. Respondent, however, did not include the bonuses/commissions payments into the calculation of the Aggrieved Employees’ overtime rates of pay. Claimant and Aggrieved Employees were also not paid all of their minimum wages based on working through their meal periods and not being counted as hours worked. In addition, Claimant and Aggrieved Employees also were not receiving all of their overtime wages due to them when working through their meal breaks and not being counted as hours worked. Thus, Respondent also did not pay the Aggrieved Employees an hourly wage for each and every hour worked, nor did Respondent pay the Aggrieved Employees overtime (including, doubletime) for all work performed in excess of 8 hours per workday or 40 hours in a given workweek.

Moreover, Respondent failed to tender to the Aggrieved Employees all of their earned regular and overtime wages in accordance with California law, including, but not limited to, Labor Code § 204, such that labor performed between the 1st and 15th days, inclusive, of any calendar month was not paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, was not paid for between the 1st and 10th day of the following month.

B. Respondent Failed to Provide the Aggrieved Employees with Uninterrupted Off-Duty First and Second Meal Periods.

At all times relevant, Labor Code § 512 requires that each employee working at least 5 hours must be given a paid or unpaid meal period of not less than 30-consecutive minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal period of not less than 30-consecutive minutes, uninterrupted, be given to each employee working at least 10 hours in any given workday.

At all times relevant, Labor Code § 226.7 provides that each nonexempt employee who is not permitted to take valid meal periods must be paid one hour of additional pay at the employee’s regular rate of pay for each such workday in which valid meal periods are not provided.

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 7

Here, and as set forth above, Respondent also had no written meal period policy. Claimant and Aggrieved Employees also were not provided with off-duty, 30-minute meal periods for shifts longer than 5 hours. Respondents did not pay Claimant and Aggrieved Employees a premium payment for nonprovisional meal periods and also failed to include all non-discretionary remuneration in the calculation of the regular rate.

Moreover, Respondent failed to pay the Claimant and the Aggrieved Employees one hour of pay for instances where Respondent failed to provide Claimant and the Aggrieved Employees the opportunity to take a 30-minute consecutive meal break, relieved of all duties, for shifts of 5 hours or greater, or a second meal period for shifts in excess of 10 hours and also failed to include all non-discretionary remuneration in the calculation of the regular rate. As a result of Respondent's unlawful policies and practices, Respondent violated Labor Code §§ 226.7, 512, 558, 1197, and 1198.

C. Respondent Failed to Provide the Aggrieved Employees with Uninterrupted Off-Duty Rest Periods.

At all times relevant, Wage Order 4, which applies to the Aggrieved Employees' employment with Respondent specifically requires each nonexempt employee working at least 3.5 hours to be given a paid rest period of not less than 10-consecutive minutes, uninterrupted, where the employee is relieved of all duties. In addition, a second rest period of not less than 10-consecutive minutes must be given to each nonexempt employee working at least 6 hours in any given workday, and a third rest period for shifts in excess of 10 hours.

At all times relevant, Labor Code § 226.7 provides that each nonexempt employee who is not permitted to take a valid rest period must be paid one hour of additional pay at the employee's regular rate of pay for each such workday in which a valid rest period is not provided.

Here, and as set forth above, Respondent had no written rest-period policy. Claimant and the Aggrieved employees were also not provided with 10-minute off-duty rest periods for every 4 hours worked, or major fraction thereof. And, Respondents did not pay Claimant and Aggrieved Employees a premium payment for nonprovisional rest periods and also failed to include all non-discretionary remuneration in the calculation of the regular rate. Thus, Respondent failed to pay the Claimant and the Aggrieved Employees one hour of pay for the numerous instances where Respondent failed to authorize and permit the Aggrieved Employees the opportunity to take a paid 10-minute rest break, relieved of all duties, for shifts of at least 3.5 hours. Respondent also failed to pay the Claimant and Aggrieved Employees one hour of pay for the numerous instances where Respondent failed to authorize and permit the Aggrieved Employees the opportunity to take a second rest period for shifts of more than 6 hours, or a third rest period for shifts in excess of 10 hours. In a nutshell, Respondent failed to make available to the Aggrieved Employees proper rest periods in compliance with California

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 8

law. As a result of Respondent' unlawful policies and practices, Respondent violated Labor Code §§ 226.7, 512, 558, 1197, and 1198.

H. Defendants Failed to Pay Paid Time Off (PTO) and Accrued Vacation Pay to the Aggrieved Employees.

California Labor Code Sections 201 and 202 require Defendant to pay its employees all wages due within the time specified by Law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty days wages.

The Aggrieved Employees are entitled to all unpaid compensation, but to date have not received all such compensation. Respondent have not paid the Aggrieved Employees all of their accrued and rightfully earned commissions related to the telephone sales of Respondent' materials to its customers.

In addition, the Aggrieved Employees are entitled to all accrued PTO and vacation pay. Respondent also had a policy and/or procedure whereby Claimant and the Aggrieved Employees would accrue paid vacation time and/or personal time off (PTO) based on how long they worked for Respondent. However, as Claimant and the Aggrieved continued to work for Respondent, Respondent failed to accrue to them the vacation/PTO wages they were due and owing in conformity with Defendants' policies and/or procedures. Claimant and the Aggrieved Employees had no indication of how much of their PTO/vacation wages were used or accumulated. PTO/vacation wages are deferred wages that vest once accrued. An employer must pay its employees all unused vested vacation/PTO at the time of termination at the employees' final rate of pay. Moreover, Respondent terminated Claimant and the Aggrieved Employees without paying them the vacation/PTO wages they did accrue, in violation of California law, and employed policies and procedures which ensured Claimant and the Aggrieved Employees would not receive their accrued and vested vacation/PTO wages upon termination. Additionally, the Labor Code § 227.3 prohibits "forfeiture of vested vacation time upon termination."

D. Respondent Failed to Furnish Accurate Wage Statements to the Aggrieved Employees.

At all times relevant, Labor Code § 226 requires Central Transport to "furnish each of [its] 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 itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, 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."

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 9

Here, Respondent violated Labor Code § 226. Respondent had a uniform policy and practice to violate said Labor Code by failing to account for all of the hours worked by the Aggrieved Employees, inaccurately setting forth the net and gross wages earned, and by failing to show premium wages for meal-and-rest break violations as detailed herein. As a result, Respondent violated the wage statement requirements of Labor Code § 226 by failing to accurately record the Aggrieved Employees' respective (1) gross wages earned, (2) total hours worked, (3) net wages earned, and (4) all applicable hourly rates and the corresponding number of hours worked at each hourly rate.

E. Respondent Failed to pay all Wages Due to the Aggrieved Employees Upon Separation or Termination of Employment.

At all times relevant, Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant, Labor Code § 202 provides that if employees not having a written contract for a definite period quits their employment, their wages shall become due and payable no later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

Here, Respondent violated Labor Code §§ 200-203. When former Aggrieved Employees' employment with Respondent ended, Respondent failed to pay them all of their earned wages as detailed above, immediately upon their discharge or within 72 hours thereafter. In addition, Respondent failed to pay the waiting time penalties to which the Aggrieved Employees are entitled.

To date, as set forth in detail above, Respondent has failed to pay the Aggrieved Employees all of their earned regular and overtime wages, premium wages for meal-and-rest break violations, accrued interest thereon, and failed to remit the Labor Code §§ 210 and 558 penalties to be imposed as a consequence of said violations of the Labor Code.

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 10

F. Respondent Failed to Reimburse Aggrieved Employees for their Expenses.

At all times relevant, Labor Code § 2802 provides that an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.

Claimant and Aggrieved Employees also were required to incur business expenses as part of their work duties, including without limitation, driving their vehicles and using his personal cellular phones for work-related purposes. Claimant and Aggrieved Employees accumulated mileage and other driving costs on their own personal vehicles, and they also were required to pay their monthly cell phone costs, which Respondents routinely utilized to contact Claimant and Aggrieved Employees to implement their schedules and/or direct their daily work activities.

In violation of Labor Code Section 2802, Respondent has failed to reimburse Claimant and the Aggrieved Employees for their expenses is in violation which has resulted in lost wages and lost interest. Plaintiffs and Class Members are also entitled to attorneys fees, interest, expenses and costs of suit.

Conclusion

Respondent have violated several California Labor Codes. Claimant requests the LWDA to investigate the above allegations and provide notice of the allegations under PAGA's provisions. Alternatively, Claimant request the LWDA to inform them if it does not intend to investigate these violations, so they may include the violations discussed in this letter.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

BELIGAN & CARNAKIS



CHRIS L. CARNAKIS
DIRECT LINE: (213) 325-0218
DIRECT FAX: (213) 325-0219

CLC/idt

7020 0090 0001 5401 6328

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

New York, NY 10001

OFFICIAL USE

Certified Mail Fee	\$3.75	0093
Extra Services & Fees (check box, add fee as appropriate)	\$3.05	04
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	SET STATION LOS ANGELES JAN 3 2022 Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.78	01/03/2022
Total Postage and Fees	\$7.58	

Sent To
 Attn: Management - Peloton Interactive, Inc.
 Street and Apt. No., or PO Box No.
 125 W. 25th Street, 11th Floor
 City, State, ZIP+4®
 New York, NY 10001

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0090 0001 5401 6335

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Los Angeles, CA 90067

OFFICIAL USE

Certified Mail Fee	\$3.75	0093
Extra Services & Fees (check box, add fee as appropriate)	\$3.05	04
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	SET STATION LOS ANGELES JAN 3 2022 Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.78	01/03/2022
Total Postage and Fees	\$7.58	

Sent To
 Attn: Management - Peloton Interactive, Inc.
 Street and Apt. No., or PO Box No.
 10250 Santa Monica Blvd. Suite 1460
 City, State, ZIP+4®
 Los Angeles, CA 90067

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EXHIBIT C

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Chris L. Carnakis, Esq. (SBN 219769) BELIGAN & CARNAKIS 19800 MacArthur Blvd., Suite 300 Newport Beach, CA 92612 TELEPHONE NO.: (949) 224-3881 FAX NO.: (949) 724-4566 ATTORNEY FOR (Name): Plaintiff Mark Cohen and the Putative Class	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	CASE NUMBER: 22STCV00201
CASE NAME: Mark Cohen vs. Peloton Interactive, Inc. et al.	JUDGE: DEPT:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input checked="" type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
--	---

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

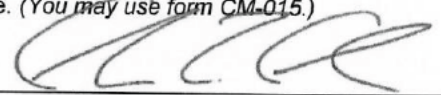
4. Number of causes of action (specify): **Nine**

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **January 3, 2022**
Chris L. Carnakis, Esq.

 (TYPE OR PRINT NAME)



 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

EXHIBIT D

SHORT TITLE: Cohen vs. Peloton Interactive, Inc.	CASE NUMBER 22STCV00201
--	-----------------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11	

SHORT TITLE: Cohen vs. Peloton Interactive, Inc.	CASE NUMBER
--	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
<input type="checkbox"/> A6109 Labor Commissioner Appeals		10	
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)		5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
<input type="checkbox"/> A6032 Quiet Title		2, 6	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Cohen vs. Peloton Interactive, Inc.	CASE NUMBER
---	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment With Damages	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment With Damages	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition	2, 9		

SHORT TITLE: Cohen vs. Peloton Interactive, Inc.	CASE NUMBER
--	-------------

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	ADDRESS:						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; padding: 2px;">CITY:</td> <td style="width:30%; padding: 2px;">STATE:</td> <td style="width:40%; padding: 2px;">ZIP CODE:</td> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> </table>	CITY:	STATE:	ZIP CODE:				
CITY:	STATE:	ZIP CODE:					

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 1/3/2022



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

EXHIBIT E

1 Chris L. Carnakis, Esq. (SBN 219769)
ccarnakis@bbclawyers.net
2 Leah M. Beligan, Esq. (SBN 250834)
lmbeligan@bbclawyers.net
3 BELIGAN & CARNAKIS
19800 MacArthur Blvd., Suite 300
4 Newport Beach, CA 92612
Telephone: (949) 224-3881
5 Facsimile: (949) 724-4566

6 Attorneys for Plaintiff and the Putative Class
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

11 Mark Cohen, as an individual and on
behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 Peloton Interactive, Inc., a Delaware
15 corporation; and Does 1 through 50,
inclusive,

16 Defendants.
17
18
19

CASE NO.: 22STCV00201

NOTICE OF POSTING JURY FEES

20 TO THE COURT, ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

21 PLEASE TAKE NOTICE that Plaintiff, Mark Cohen, hereby submits a jury fee deposit
22 in the amount of \$150 in the above-entitled action pursuant to California Code of Civil
23 Procedure Section 631(b).

24 DATED: January 3, 2022

BELIGAN & CARNAKIS

26 Bv: 

27 Leah M. Beligan
28 Chris L. Carnakis
Attorneys for Plaintiffs and the Putative Class

EXHIBIT F

FILED
Superior Court of California
County of Los Angeles

01/28/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Concepcion Deputy

Electronically Received 01/28/2022 12:11 PM

1 Chris L. Carnakis, Esq. (SBN 219769)
ccarnakis@bbclawyers.net
2 Leah M. Beligan, Esq. (SBN 250834)
lmbeligan@bbclawyers.net
3 BELIGAN & CARNAKIS
19800 MacArthur Blvd., Suite 300
4 Newport Beach, CA 92612
Telephone: (949) 224-3881
5 Facsimile: (949) 724-4566

6 Attorneys for Plaintiff and the Putative Class

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10
11 Mark Cohen, as an individual and on
behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 Peloton Interactive, Inc., a Delaware
15 corporation; and Does 1 through 50,
inclusive,

16 Defendants.

CASE NO.: 22STCV00201

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES FOR:**

- 17 (1) **FAILURE TO AUTHORIZE OR PERMIT
MEAL PERIODS, OR TIMELY MEAL
PERIODS, IN VIOLATION OF CAL.
Labor CODE §§ 226.7 AND 512;**
- 18 (2) **FAILURE TO AUTHORIZE OR PERMIT
REST PERIODS, IN VIOLATION OF
CAL. Labor CODE § 226.7;**
- 19 (3) **FAILURE TO PROVIDE COMPLETE
AND ACCURATE WAGE STATEMENTS
IN VIOLATION OF CAL. Labor CODE §
226;**
- 20 (4) **FAILURE TO PAY ALL OVERTIME AND
MINIMUM WAGES IN VIOLATION OF
CAL. Labor CODE §§ 510, 558, AND 1194;**
- 21 (5) **FAILURE TO PAY ALL WAGES FOR
ALL TIME WORKED, INCLUDING
MINIMUM WAGE IN VIOLATION OF
Labor CODE §§ 204, 218, 1194, 1197 AND
1198;**
- 22 (6) **FAILURE TO PAY ALL ACCRUED AND
VESTED VACATION/PTO WAGES IN
VIOLATION OF Labor CODE § 227.3;**
- 23 (7) **FAILURE TO ADEQUATELY
INDEMNIFY EMPLOYEES FOR
EMPLOYMENT-RELATED
LOSSES/EXPENDITURES IN**

Electronically Received 01/28/2022 12:11 PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- VIOLATION OF Labor CODE § 2802;**
- (8) FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT THE TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF Labor CODE §§ 201, 202, AND 203; AND**
- (9) UNFAIR BUSINESS PRACTICES, IN VIOLATION OF VIOLATION OF CAL. BUS. & PROF. CODE § 17200, *ET SEQ.***

DEMAND FOR JURY TRIAL

DEMAND OVER \$25,000.00

1 Plaintiff Mark Cohen hereby submits this Class Action Complaint (Complaint) against
2 Defendant Peloton Interactive, Inc. (Peloton) and Does 1 through 50 (hereinafter collectively
3 referred to as Defendants) as an individual and on behalf of a class of all other similarly situated
4 current and former employees of Defendants for penalties and/or damages for violations of the
5 California Labor Code, including without limitation, failure to provide employees with accurate
6 itemized wage statements and premium pay for missed meal-and-rest periods, failure to pay
7 regular, overtime, and double-time wages, failure to pay minimum wages, failure to pay all
8 vested vacation, failure to include all remuneration when calculating the overtime rate of pay,
9 failure to reimburse employees for business expenses, failure to timely pay all earned wages and
10 final paychecks due at time of separation of employment, and for restitution as follows:

11 **INTRODUCTION**

12 1. Plaintiff brings this class action pursuant to Code of Civil Procedure § 382 against
13 Defendants for, among other things: (a) nonpayment of wages for all hours worked (including
14 minimum wages); (b) nonpayment of overtime wages; (c) nonprovision of meal-and-rest breaks;
15 (d) failure to provide accurate wage statements; (e) failure to pay all accrued and vested
16 vacation/PTO wages; (f) failure to include all remuneration when calculating the overtime rate of
17 pay; (g) failure to adequately indemnify employees for employment-related losses/expenditures,
18 and (g) for failure to pay all wages due upon termination of employment.

19 2. This class action is within the Court’s jurisdiction under California Labor Code
20 §§ 201-203, 204, 218, 226, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, *et. seq.*,
21 2802, the applicable Wage Orders of the California Industrial Welfare Commission (“IWC”),
22 California’s Unfair Competition Law (the “UCL”), and Business and Professions Code § 17200,
23 *et seq.*

24 3. This Complaint challenges systemic illegal employment practices resulting in
25 violations of the California Labor Code and the UCL against individuals who worked for
26 Defendants.

27 4. Plaintiff is informed and believe, and based thereon allege, that for the four years
28 prior to the filing of this Complaint to the present, Defendants, jointly and severally, have acted

1 intentionally and with deliberate indifference and conscious disregard to the rights of all
2 employees by Defendants’ failure to pay premium pay for missed meal and rest periods, failure
3 to pay minimum wages, regular wages, overtime and double-time wages, failure to pay all
4 accrued and vested vacation, failure to include all remuneration when calculating the overtime
5 rate of pay, failure to reimburse business expenses, failure to provide accurate itemized wage
6 statements, and failure to timely pay all earned wages and final paychecks due at the time of
7 separation of employment.

8 5. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 have engaged in, among other things a system of willful violations of the California Labor Code,
10 applicable IWC Wage Orders and the UCL by creating and maintaining policies, practices and
11 customs that knowingly deny employees the above-stated rights and benefits.

12 6. The policies, practices and customs of defendants described Above and below
13 have resulted in unjust enrichment of Defendants and an unfair business advantage over
14 businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

15 7. In addition, pursuant to the Private Attorneys General Act (PAGA), Plaintiff has
16 given Notice to the California Labor and Workforce Development Agency (LWDA) of the
17 alleged Labor Code violations contained in the Complaint. At the appropriate time, absent action
18 by the LWDA or the California Division of Labor Standards Enforcement (DLSE), Plaintiff will
19 file an amended Complaint seeking all recoverable penalties for Labor Code violations as
20 permitted and proscribed by the PAGA. An amended Complaint will include allegations and
21 remedies available under Labor Code §§ 2699, 2699.5, and 2933.3, among others. *See* Cal.
22 Labor Code § 2933.3(a)(2)(C) (“Notwithstanding any other provisions of law, a Plaintiff may as
23 a matter of right amend an existing complaint to add a cause of action arising under this part
24 within 60 days of the time periods specified in this part.”). A true and correct copy of the PAGA
25 Notice and proof of mailing is attached hereto as **Exhibit A** and is incorporated herein by this
26 reference.

27 ///

28 ///

JURISDICTION AND VENUE

1
2 8. The Court has jurisdiction over the violations of California Labor Code §§ 201-
3 203, 204, 218, 226, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, *et. seq.*, 2802,
4 and the UCL.

5 9. Venue is proper in this Court because Plaintiff performed work for Defendants in
6 this County.

7 **PARTIES**

8 10. Plaintiff was employed by Defendants as an hourly non-exempt sales associate
9 from in or around November 25, 2016 through on or around December 14, 2021. Plaintiff was
10 subjected to illegal employment practices. Specifically, Plaintiff was not paid minimum and
11 overtime wages for all hours worked. Plaintiff and similarly situated employees were not paid for
12 this time. Therefore, Defendants suffered, permitted, and required its hourly employees to be
13 subject to Defendants' control without paying wages for that time, including overtime wages for
14 any hours worked in excess of 8 hours per day and/or 40 hours per workweek. This resulted in
15 Plaintiff and similarly situated employees working time for which they were not compensated
16 any wages, in violation of California Labor Code §§ 1194, 1197, 1198 and the Wage Orders.
17 Plaintiff and similarly situated employees were also not paid all of their minimum wages based
18 on working through their meal periods and not being counted as hours worked. Plaintiff and
19 similarly situated employees were also not paid overtime based on the correct regular rate of pay
20 because Defendants failed to include all non-discretionary remuneration into the regular rate. In
21 particular, Plaintiff and similarly situated employees received additional remuneration, including
22 non-discretionary commissions and bonuses during pay periods in which they had worked over
23 eight hours in a day or over forty hours in a week. Defendants failed to account for the additional
24 remuneration when calculating Plaintiff's and similarly situated employees' overtime rate of pay.
25 This policy, practice, and/or procedure resulted in Defendants paying its hourly non-exempt
26 employees less overtime than they should have received. Plaintiff and similarly situated
27 employees also were not receiving all of their overtime wages due to them when working
28 through their meal breaks and not being counted as hours worked. Defendants' policies and

1 procedures were applied to all hourly non-exempt employees in California and resulted in hourly
2 non-exempt employees not receiving all overtime wages due to them in violation of Labor Code
3 §§ 510, 1194, and the Wage Orders. Defendant had no written meal-and-rest policy. Plaintiff and
4 similarly situated employees were neither provided with off-duty, 30-minute meal periods for
5 shifts longer than 5 hours and/or 10-minute off-duty rest periods for every 4 hours worked, or
6 major fraction thereof in violation of Labor Code §§ 226.7 and 512. And, Defendants did not pay
7 Plaintiff and similarly situated employees a premium payment for nonprovisional meal-and-rest
8 periods and also failed to include all non-discretionary remuneration in the calculation of the
9 regular rate. Plaintiff and similarly situated employees also were required to incur business
10 expenses as part of their work duties, including without limitation, driving their vehicles and
11 using his personal cellular phones for work-related purposes. Plaintiff and similarly situated
12 employees accumulated mileage and other driving costs on their own personal vehicles, and they
13 also were required to pay their monthly cell phone costs, which Defendants routinely utilized to
14 contact Plaintiff and similarly situated employees to implement their schedules and/or direct their
15 daily work activities in violation of Labor Code § 2802. Defendants also had a policy and/or
16 procedure whereby Plaintiff and similarly situated employees would accrue paid vacation time
17 and/or personal time off (PTO) based on how long they worked for Defendants. However, as
18 Plaintiff and similarity situated employees continued to work for Defendants, Defendants failed
19 to accrue to them the vacation/PTO wages they were due and owing in conformity with
20 Defendants' policies and/or procedures. Plaintiff and similarly situated employees had no
21 indication of how much of their PTO/vacation wages were used or accumulated. PTO/vacation
22 wages are deferred wages that vest once accrued. An employer must pay its employees all
23 unused vested vacation/PTO at the time of termination at the employees' final rate of pay. *See*
24 Cal. Labor Code § 227.3. Moreover, Defendants terminated Plaintiff and other similarly situated
25 employees without paying them the vacation/PTO wages they did accrue, in violation of
26 California law, and employed policies and procedures which ensured Plaintiff and those
27 similarly situated would not receive their accrued and vested vacation/PTO wages upon
28 termination. As a result of the foregoing, Plaintiff is also entitled to penalties for inaccurate wage

1 statements and waiting-time penalties pursuant to Labor Code §§ 201-203 and 226.

2 11. Plaintiff is a resident of Los Angeles California. At all relevant times herein, he
3 was employed by Defendants from approximately November 25, 2021 to approximately
4 December 14, 2021 as a sales associate in Los Angeles, California. Throughout his employment
5 with Peloton and/or Does, Plaintiff was employed in a non-exempt capacity as an hourly sales
6 associate.

7 12. On information and believe, all other members of the proposed Class experienced
8 Defendants' common company policies of failing to pay all straight time and overtime wages
9 owed, providing no rest periods for shifts of at least 3.5 hours, or a second rest period for shifts
10 of more than six hours, or a third rest period for shifts in excess of ten hours, and no meal periods
11 to employees working at least five consecutive hours or any additional meal periods for working
12 in excess of 10 consecutive hours, or compensation in lieu thereof. On information and belief,
13 Defendants and/or Does willfully failed to pay their employees and members of the Class in a
14 timely manner, the rest-and-meal period compensation owing to them upon termination of their
15 employment with Peloton and/or Does. Further, on information and belief, Defendants and/or
16 Does willfully failed to provide accurate wage statements—including statements that reflected
17 all remuneration earned by Plaintiff and similarly-situated employees; willfully failed to render
18 payment for vested vacation and/or PTO time on termination; willfully failed to properly
19 remunerate Plaintiff or similarly-situated employees of Defendants for all wages earned at a
20 regular rate; willfully failed to indemnify Plaintiff and similarly-situated employees for
21 employment-related losses and expenditures; and failed, on termination of Plaintiff and
22 similarly-situated employees, to timely pay Plaintiff and similarly-situated employees for all
23 remuneration earned, vested vacation and/or PTO hours, and indemnification for employment-
24 related losses and expenditures.

25 13. Peloton is a national exercise equipment and media company with numerous
26 locations in the State of California. Plaintiff is further informed and believe, and based thereon
27 allege, that at all times herein mentioned, Peloton and Does 1 through 50, are and were business
28 entities, individuals, and partnerships, licensed to do business and actually doing business in the

1 State of California. As such and based upon all the facts and circumstances incident to
2 Defendants' business, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7,
3 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, *et. seq.*, 2802, and the UCL.

4 14. Plaintiff does not know the true names or capacities, whether individual, partner
5 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
6 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
7 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
8 based thereon allege that each of said fictitious defendants was responsible in some way for the
9 matters alleged herein and proximately caused Plaintiff and members of the general public and
10 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

11 15. At all times herein mentioned, each of said Defendants participated in the doing
12 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
13 Defendants, and each of them, were the agents, servants and employees of each of the other
14 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
15 acting within the course and scope of said agency and employment.

16 16. Plaintiff is informed and believes, and based thereon allege, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting
19 within the course and scope of such agency, employment, joint venture, or concerted activity. To
20 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
21 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
22 Defendants.

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

26 18. At all times herein mentioned, the acts and omissions of various Defendants, and
27 each of them, concurred and contributed to the various acts and omissions of each and all of the
28 other Defendants in proximately causing the injuries and damages as herein alleged. At all times

1 herein mentioned, Defendants, and each of them, ratified each and every act or omission
2 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
3 Pelotonned the acts and omissions of each and all of the other Defendants in proximately
4 causing the damages as herein alleged.

5 **CLASS ACTION ALLEGATIONS**

6 19. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
7 California Code of Civil Procedure § 382. Plaintiff proposes as the class definition: all current
8 and former hourly, non-exempt employees who worked for Defendants in California at any time
9 from at least four years prior to filing this action and through the present (the Class). Plaintiff
10 further proposes the following classes and subclass:

11 a. All current and former California hourly, non-exempt employees of
12 Peloton who received one or more itemized wage statements at any time between four
13 years prior to filing this action and through the present (the Wage Statement Class);

14 b. All current and former California hourly, non-exempt employees of
15 Peloton who worked 3.5 hours or more in one shift at any time between four years prior
16 to filing this action and through the present (the Rest Break Class);

17 c. All current and former California hourly, non-exempt employees of
18 Peloton who worked more than 5 hours in one shift at any time between four years prior
19 to filing this action and through the present (the Meal Break Class);

20 d. All current and former California hourly, non-exempt employees of
21 Peloton who worked more than 8 hours a day in a workday or 40 hours in a workweek at
22 any time four years prior to filing this action and through the present (the Overtime
23 Class);

24 e. All current and former hourly, non-exempt employees employed by
25 Peloton in California at any time between four years prior to filing this action and
26 through the present and who were not paid an hourly wage at their regular rate of pay,
27 including minimum wages, for all time they were subject to Peloton's control (the Unpaid
28 Wage Class);

1 f. All current and former hourly, non-exempt employees employed by
2 Peloton in California at any time between four years prior to filing this action and
3 through the present and who earned additional remuneration during pay periods the
4 employees worked in excess of eight hours in a workday or 40 hours in a workweek (the
5 Regular Rate Class);

6 g. All current and former hourly, non-exempt employees employed by
7 Peloton in California at any time between four years prior to filing this action and
8 through the present and who did not receive indemnification to reimburse them for the
9 necessary expenditures incurred in the discharge of their duty, including their driving
10 costs, such as mileage reimbursement for distance traveled and any tolls paid for driving
11 their personal vehicle, and their monthly cell phone expenses (the Indemnification Class);

12 h. All current and former hourly, non-exempt employees employed by
13 Peloton in California at any time between four years prior to filing this action and
14 through the present and who did not properly accrue vacation/personal time off and/or
15 accrued vacation time/personal time off and were not paid by Peloton for all wages due
16 for vested vacation time/personal time off upon separation of employment (the Vacation
17 Wages Class); and

18 i. All current and former hourly, non-exempt employees employed by
19 Peloton in California at any time between four years prior to filing this action and
20 through the present and who were not timely paid all earned wages and final paychecks
21 due at time of separation of employment from Peloton (the Waiting Time Class).

22 20. **Numerosity:** The members of the Class are so numerous that joinder of all
23 members would be impractical, if not impossible. The identity of the members of the Class is
24 readily ascertain Peloton by review of Defendants' records, including payroll records. Plaintiff is
25 informed and believes, and based thereon alleges, that Defendants: (a) failed to provide accurate
26 itemized wage statements in violation of Labor Code § 226; (b) failed to provide off-duty meal
27 periods in violation of Labor Code §§ 226.7 and 512; (c) failed to provide off-duty rest periods in
28 violation of Labor Code § 226.7; (d) failed to pay all applicable overtime and double-time wages

1 for all hours worked, including based on the correct, higher regular rate of pay when taking into
2 account all non-discretionary remuneration in violation of Labor Code §§ 204, 218, 510, 558,
3 1194, 1197, 1197.1, and 1198; (e) failed to pay all wages, including minimum wages for all
4 hours worked in violation of Labor Code §§ 204, 218, 1194, 1197, 1197.1, and 1198; (f) failed to
5 pay all accrued and vested vacation or PTO wages in violation of Labor Code § 227.3; (g) failed
6 to reimburse all business expenses in violation of Labor Code § 2802; (h) failed to pay all earned
7 wages and final paychecks due at the time Plaintiff and the members of the Class' separation of
8 employment in violation of Labor Code §§ 201, 202, and 203; and (i) engaged in unfair business
9 practices in violation of the California Labor Code, the applicable IWC Wage Orders and the
10 UCL under California Business and Professions Code §§ 17200 et. seq.

11 21. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
12 necessary steps to represent fairly and adequately the interests of the class defined Above.
13 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and
14 the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
15 actions in the past and currently have a number of wage-and-hour class actions pending in
16 California state and federal courts.

17 22. Defendants uniformly administered a corporate policy, practice of: (a) failing to
18 provide accurate itemized wage statements in violation of Labor Code § 226; (b) failing to
19 provide off-duty meal periods in violation of Labor Code §§ 226.7 and 512; (c) failing to provide
20 off-duty rest periods in violation of Labor Code § 226.7; (d) failing to pay all applicable
21 overtime and double-time wages for all hours worked, including based on the correct, higher
22 regular rate of pay when taking into account all non-discretionary remuneration in violation of
23 Labor Code §§ 510, 558, and 1194; (e) failing to pay all wages, including minimum wages for all
24 hours worked in violation of Labor Code §§ 204, 218, 1194, 1197, 1197.1, and 1198; (f) failing
25 to pay all accrued and vested vacation or PTO wages in violation of Labor Code § 227.3; (g)
26 failing to reimburse all business expenses in violation of Labor Code § 2802; (h) failing to timely
27 pay all earned wages and final paychecks due at the time of Plaintiff's and Class Members'
28 separation of employment in violation of Labor Code §§ 201, 202, and - 203; and (i) engaging in

1 unfair business practices in violation of the California Labor Code, the applicable IWC Wage
2 Orders and the UCL. Plaintiff is informed and believes, and based thereon alleges, that this
3 corporate conduct is accomplished with the advanced knowledge, intent and willfulness of the
4 Defendants.

5 23. **Common Question of Law and Fact:** There are predominant common questions
6 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
7 concerning Defendants' policy and practice of: (a) failing to provide accurate itemized wage
8 statements in violation of Labor Code § 226; (b) failing to provide off-duty meal periods in
9 violation of Labor Code §§ 226.7 and 512; (c) failing to provide off-duty rest periods in violation
10 of Labor Code § 226.7; (d) failing to pay all applicable overtime and double-time wages for all
11 hours worked, including based on the correct, higher regular rate of pay when taking into
12 account all non-discretionary remuneration in violation of Labor Code §§ 510, 558, and 1194; (e)
13 failing to pay all wages, including minimum wages for all hours worked in violation of Labor
14 Code §§ 204, 218, 1194, 1197, 1197.1, and 1198; (f) failing to pay all accrued and vested
15 vacation or PTO wages in violation of Labor Code § 227.3; (g) failing to reimburse all business
16 expenses in violation of Labor Code § 2802; (h) failing to timely pay all earned wages and final
17 paychecks due at the time of separation of employment in violation of Labor Code §§ 201, 202,
18 and 203; and (i) engaging in unfair business practices in violation of the California Labor Code,
19 the applicable IWC Wage Orders and the UCL California Business & Professions Code §§
20 17200 et. seq.

21 24. **Typicality:** The claims of Plaintiff is typical of the claims of all members of the
22 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
23 as the Class Members. As alleged in preceding paragraphs, the named Plaintiff was subjected to
24 the illegal employment practices asserted herein. Therefore, Plaintiff was and is the victim of the
25 policies, practices, and customs of Defendants complained of in this action in ways that have
26 deprived them of the rights guaranteed by California Labor Code §§ 201, 202, 203, 204, 218,
27 226, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and the UCL.

28 25. The California Labor Code sections upon which Plaintiff bases these claims are

1 broadly remedial in nature. These laws and Labor standards serve an important public interest in
2 establishing minimum working conditions and standards in California. These laws and Labor
3 standards protect the average working employee from exploitation by employers who may seek
4 to take advantage of superior economic and bargaining power in setting onerous terms and
5 conditions of employment.

6 26. The nature of this action and the format of laws available to Plaintiff and
7 members of the Class identified herein make the class action format a particularly efficient and
8 appropriate procedure to redress the wrongs alleged herein. If each employee was required to file
9 an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
10 advantage since it would be able to exploit and overwhelm the limited resources of each
11 individual Plaintiff with their vastly superior financial and legal resources. Requiring each Class
12 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
13 employees who would be disinclined to file an action against their former and/or current
14 employer for real and justifiable fear of retaliation and permanent damage to their careers at
15 subsequent employment.

16 27. The prosecution of separate actions by the individual Class Members, even if
17 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
18 to individual Class Members against the Defendants and which would establish potentially
19 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
20 individual Class Members which would, as a practical matter, be dispositive of the interest of the
21 other Class Members not parties to the adjudications or which would substantially impair or
22 impede the ability of the Class Members to protect their interests. Further, the claims of the
23 individual members of the Class are not sufficiently large to warrant vigorous individual
24 prosecution considering all of the concomitant costs and expenses.

25 28. Such a pattern, practice and uniform administration of corporate policy regarding
26 illegal employee compensation described herein is unlawful and creates an entitlement to
27 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages,
28 including minimum wages, overtime wages, overtime wages at the proper overtime rate of pay,

1 unpaid vacation/PTO, unreimbursed business expenses, meal and rest period premium pay,
2 applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
3 California Labor Code §§ 226, 558, 1194, 2698, *et seq.*, 2802 and Code of Civil Procedure §
4 1021.5.

5 29. Proof of a common business practice or factual pattern, which the named Plaintiff
6 experienced and are representative of, will establish the right of each of the members of the Class
7 to recovery on the causes of action alleged herein.

8 30. The Class is commonly entitled to a specific fund with respect to the
9 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
10 restitution of those funds being improperly withheld by Defendants. This action is brought for
11 the benefit of the entire class and will result in the creation of a common fund.

12 **FIRST CAUSE OF ACTION**

13 **VIOLATION OF CAL. Labor CODE §§ 226.7 AND 512**

14 **(BY PLAINTIFF AND THE MEAL BREAK CLASS AGAINST ALL DEFENDANTS)**

15 31. Plaintiff hereby incorporates by reference each and every other paragraph in this
16 Complaint herein as if fully pled.

17 32. At all relevant times, Defendants failed in their affirmative obligation to ensure
18 that Plaintiff and Class Members, had the opportunity to take and were provided with off-duty
19 meal periods in accordance with the mandates of the California Labor Code and the applicable
20 IWC Wage Order. Plaintiff and other hourly, non-exempt employees were suffered and
21 permitted to work through legally required meal breaks and were denied the opportunity to take
22 their full 30-minute off-duty meal breaks. As such, Defendants are responsible for paying
23 premium compensation for missed meal periods pursuant to Labor Code §§ 226.7 and 512 and
24 the applicable IWC Wage Order. Specifically, Labor Code § 226.7(c) provides that “the
25 employer shall pay the employee one additional hour of pay at the employee’s regular rate of
26 compensation for each workday the meal or rest or recovery period is not provided.” Defendants,
27 as a matter of corporate policy and procedure, regularly failed to pay the meal period premium
28 for missed meal periods.

1 38. At all relevant times, Plaintiff and Class Members regularly worked in excess of
2 3.5 hours per day and accordingly had a right to take a 10-minute rest period for each 3.5 hours
3 worked. However, Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to provide rest periods to its hourly, non-exempt employees in the State of California.

5 39. Accordingly, as a pattern and practice, Defendants regularly required hourly, non-
6 exempt employees to work through their rest periods without proper compensation and denied
7 Plaintiff and other hourly, non-exempt employees the right to take proper rest periods as required
8 by law.

9 40. This policy of requiring employees to work through their legally mandated rest
10 periods and not allowing them to take proper off-duty rest periods is a violation of California
11 law.

12 41. Plaintiff is informed and believes and based thereon alleges that Defendants
13 willfully failed to pay employees who were not provided the opportunity to take rest breaks the
14 premium compensation set out in Labor Code § 226.7, and the applicable IWC Wage Order and
15 that Plaintiff and those employees similarly situated as them are owed wages for the rest period
16 violations set forth Above. Plaintiff is informed and believes and based thereon alleges that
17 Defendants' willful failure to provide Plaintiff and other Class Members the wages due and
18 owing them upon separation from employment results in a continued payment of wages up to
19 thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the
20 class who have separated from employment are entitled to compensation pursuant to Labor Code
21 § 203.

22 42. Such a pattern, practice and uniform administration of corporate policy as
23 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
24 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium
25 compensation, including interest thereon, penalties, and costs of suit.

26 ///

27 ///

28 ///

1 ///

2 **THIRD CAUSE OF ACTION**

3 **VIOLATION OF CAL. LABOR CODE §§ 226, 1174, AND 1174.5**

4 **(BY PLAINTIFF AND THE WAGE STATEMENT CLASS AGAINST ALL**
5 **DEFENDANTS)**

6 43. Plaintiff hereby incorporates by reference each and every other paragraph in this
7 COMPLAINT herein as if fully pled.

8 44. Defendants failed in their affirmative obligation to provide accurate itemized
9 wage statements. Defendants, as a matter of policy and practice, did not provide accurate records
10 in violation of Labor Code § 226 by failing as a matter of policy and practice to provide accurate
11 payroll records for Plaintiff and the Class.

12 45. Plaintiff and the Class were paid hourly. As such, the wage statements should
13 have reflected the correct number of hours worked and the applicable hourly rates, pursuant to
14 Labor Code § 226(a)(9). The wage statements provided to Plaintiff and the Class failed to
15 identify such information. In pay periods in which Plaintiff and Class Members earned additional
16 non-discretionary pay and worked overtime, such pay was not factored into the regular rate of
17 pay for purposes of paying overtime, such that the incorrect overtime rate was listed on the wage
18 statement in violation of Labor Code § 226(a)(9). Furthermore, the hours worked that appear on
19 the wage statements, when added up, do not accurately identify the total hours worked for each
20 pay period whenever overtime wages are paid in violation of Labor Code § 226(a)(2).

21 46. Such a pattern, practice and uniform administration of corporate policy as
22 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
23 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
24 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
25 California Labor Code § 226.

26 ///

27 ///

28 ///

1 ///

2 **FOURTH CAUSE OF ACTION**

3 **VIOLATION OF CAL. Labor CODE §§ 510, 558, 1194, AND 1198**

4 **(BY PLAINTIFF AND THE OVERTIME AND REGULAR RATE CLASSES AGAINST**
5 **ALL DEFENDANTS)**

6 47. Plaintiff hereby incorporates by reference each and every other paragraph in this
7 COMPLAINT herein as if fully pled

8 48. This cause of action is brought pursuant to Labor Code §§ 510 and 1194, which
9 require an employer to pay employees overtime at a rate of one and one-half the employee’s
10 regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a
11 workweek. These statutes further provide that any work in excess of 12 hours in one day shall be
12 compensated at the rate of no less than twice the regular rate of pay for an employee. Overtime is
13 based upon an employee’s regular rate of pay. “The regular rate at which an employee is
14 employed shall be deemed to include all remuneration for employment paid to, or on behalf, of
15 the employee.” *See* Division of Labor Standards Enforcement – Enforcement Policies and
16 Interpretations Manual, Section 49.1.2. As a pattern and practice, Defendants suffered and
17 permitted merchandiser/delivery employees to work in excess of eight hours in a workday and/or
18 over 40 hours in a workweek without overtime pay and over 12 hours in a workday without
19 double-time pay. Specifically, when hourly, non-exempt employees worked more than 12 hours
20 in a day, Defendants would delete the employees’ time worked in excess of 12 hours. Defendants
21 had a uniform corporate pattern and practice and procedure regarding the Above practices in
22 violation of Labor Code §§ 510 and 1194.

23 49. At all times herein mentioned, Plaintiff and similarly situated employees would
24 receive additional remuneration, including non-discretionary commissions and bonuses.
25 Defendants failed to account for the additional remuneration when calculating the regular rate of
26 pay for purposes of paying overtime. This resulted in Plaintiff and other hourly, non-exempt
27 employees receiving less overtime than they were entitled to during time periods that they earned
28 additional remuneration and worked overtime.

1 57. Defendants' payroll policies and procedures required employees of the Unpaid
2 Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the
3 time in which they were subject to Defendants' control.

4 58. Plaintiff and similarly situated employees were also not paid all of their minimum
5 wages based on working through their meal periods and not being counted as hours worked.

6 59. As a result of Defendants' unlawful conduct, Plaintiff and members of the Unpaid
7 Wage Class have suffered damages in an amount subject to proof, to the extent that they were
8 not paid wages at a minimum wage rate for all hours worked.

9 60. Pursuant to California Labor Code §§ 218.6, 1194(a) and 1194.2(a) Plaintiffs and
10 the Unpaid Wage Class Members are entitled to recover unpaid balance, including unpaid
11 regular and minimum wages, interest thereon, liquidated damages in the amount of their unpaid
12 minimum wage, and attorneys' fees and costs.

13 61. Plaintiff is informed and believes and based thereon alleges that Defendants'
14 willful failure to provide Plaintiff and Class Members the wages due and owing them upon
15 separation from employment results in a continued payment of wages up to thirty (30) days from
16 the time the wages were due. Therefore, Plaintiff and Class Members who have separated from
17 employment are entitled to compensation pursuant to Labor Code § 203.

18 **SIXTH CAUSE OF ACTION**

19 **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN**
20 **VIOLATION OF Labor CODE § 227.3**

21 **(BY PLAINTIFF AND THE VACATION WAGE CLASS AGAINST ALL**
22 **DEFENDANTS)**

23 62. Plaintiff hereby incorporates by reference each and every other paragraph in this
24 COMPLAINT herein as if fully pled.

25 63. At times relevant to this Complaint, Plaintiff and the members of the Vacation
26 Wages Class were non-exempt hourly employees of Defendants, covered by California Labor
27 Code § 227.3.

28 64. California Labor Code § 227.3 states in relevant part:

1 “Unless otherwise provided by a collective-bargaining agreement,
2 whenever a contract of employment or employer policy provides
3 for paid vacations, and an employee is terminated without having
4 taken off his vested vacation time, all vested vacation shall be paid
5 to him as wages at his final rate in accordance with such contract
6 of employment or employer policy respecting eligibility or time
7 served....”

8 65. Defendants had a policy and/or procedure whereby Plaintiff and similarly situated
9 employees would accrue paid vacation time and/or personal time off (“PTO”) based on how long
10 they worked for Defendants.

11 66. However, as Plaintiff and similarity situated employees continued to work for
12 Defendants, Defendants failed to accrue to them the vacation/PTO wages they were due and
13 owing in conformity with Defendants’ policies and/or procedures.

14 67. PTO/vacation wages are deferred wages that vest once accrued. An employer
15 must pay its employees all unused vested vacation/PTO at the time of termination at the
16 employees’ final rate of pay. *See* Cal. Labor Code § 227.3.

17 68. Moreover, Defendants terminated Plaintiff and other similarly situated employees
18 without paying them the vacation/PTO wages they did accrue, in violation of California law, and
19 employed policies and procedures which ensured Plaintiff and those similarly situated would not
20 receive their accrued and vested vacation/PTO wages upon termination.

21 69. Defendants employed policies, practices, and procedures which ensured Plaintiff
22 and the members of the Vacation Wages Class would not receive their accrued and vested
23 vacation/PTO wages upon the separation of their employment from Defendants.

24 70. Pursuant to California Labor Code § 227.3, Plaintiff and members of the Vacation
25 Wages Class seek their earned and vested vacation/PTO wages, plus interest thereon, for the
26 entire class period.

27 71. Plaintiff is informed and believes and based thereon alleges that Defendants’
28 willful failure to provide Plaintiff and Class Members the wages due and owing them upon
separation from employment results in a continued payment of wages up to thirty (30) days from
the time the wages were due. Therefore, Plaintiff and Class Members who have separated from
employment are entitled to compensation pursuant to Labor Code § 203.

1 ///
2

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO ADEQUATELY INDEMNIFY EMPLOYEES FOR EMPLOYMENT-**
5 **RELATED LOSSES/EXPENDITURES IN VIOLATION OF Labor CODE § 2802**
6 **(BY PLAINTIFF AND THE INDEMNIFICATION CLASS AGAINST ALL**
7 **DEFENDANTS)**

8 72. Plaintiff hereby incorporates by reference each and every other paragraph in this
9 Complaint herein as if fully pled.

10 73. Plaintiff and members of the Indemnification Class have been employed by
11 Defendants in the State of California. California law requires that Defendants indemnify its
12 employees for all necessary expenditures or losses incurred by the employee in discharge of his
13 or her duties or at the obedience of the directions of the employer. Moreover, an employer is
14 prohibited from passing the ordinary business expenses and losses of the employer onto the
15 employee. (Labor Code § 2802.)

16 74. Defendants have violated Labor Code § 2802 by failing to indemnify Plaintiff and
17 the members of the Indemnification Class necessary expenditures they incurred in the discharge
18 of their duties. Specifically, Defendants employed a policy, practice, and procedure whereby
19 Plaintiff and similarly situated employees were required use their personal vehicles for
20 employment-related purposes as well as their personal cell phones for employment-related
21 purposes. Plaintiff and similarly situated employees accumulated mileage and other driving costs
22 on their own personal vehicles, and they were also required to pay their monthly cell phone
23 costs, which Defendants routinely utilized to contact Plaintiff and similarly situated employees to
24 implement their schedules and/or direct their daily work activities.

25 75. Moreover, Defendants employed policies and procedures which ensured Plaintiff
26 and the members of the Indemnification Class would not receive indemnification for their
27 employment-related expenses. This practice resulted in Plaintiff and members of the
28 Indemnification Class not receiving such indemnification in compliance with California law.

76. Because Defendants failed to properly indemnify employees for the necessary

1 expenditures incurred in the discharge of their duty including their vehicle and monthly cell
2 phone expenses, they are liable to Plaintiff and the Indemnification Class for monies to
3 compensate them for the use of their personal vehicles as well as personal cell phones for
4 employment-related purposes to Labor Code § 2802.

5 77. As a direct and proximate result of Defendants’ violation of Labor Code § 2802,
6 Plaintiff and other Indemnification Class Members have suffered irreparable harm and monetary
7 damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of himself
8 and on behalf of the Indemnification Class, seek damages and all other relief allowable including
9 indemnification for all employment-related expenses and ordinary business expenses incurred by
10 Defendants and passed onto Plaintiff and the members of the Indemnification Class pursuant to
11 Labor Code § 2802.

12 78. Pursuant to Labor Code § 2802, Plaintiff and members of the Class are entitled to
13 recover the full indemnification, reasonable attorney fees and costs of suit.

14 **EIGHTH CAUSE OF ACTION**

15 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT,**
16 **IN VIOLATION OF Labor CODE SECTIONS 201, 202, AND 203**
17 **(BY PLAINTIFF AND THE WAITING TIME CLASS AS AGAINST ALL**
18 **DEFENDANTS)**

19 79. Plaintiff hereby incorporates by reference each and every other paragraph in this
20 COMPLAINT herein as if fully pled.

21 80. At all times relevant to this Complaint, Plaintiff and the other members of the
22 Waiting Time Class were employees of Defendants, covered by California Labor Code §§ 201
23 202.

24 81. Pursuant to California Labor Code §§ 201 and 202, Plaintiff and members of the
25 Waiting Time Class were entitled upon termination to timely payment of all wages earned and
26 unpaid prior to termination. Discharged employees were entitled to payment of all wages earned
27 and unpaid prior to discharge immediately upon termination. Employees who resigned were
28 entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after

1 giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to
2 payment of all wages earned and unpaid prior to resignation at the time of resignation.

3 82. Defendants failed to pay Plaintiff and members of the Waiting Time Class all wages
4 earned and unpaid prior to separation of employment, in accordance with either California Labor
5 Code §§ 201 or 202. Specifically, in direct violation of Labor Code § 201, despite that Plaintiff's
6 employment relationship with Defendants terminated, Defendants failed to timely pay Plaintiff his
7 earned wages and final paycheck. Plaintiff is informed and believes and thereon alleges that at all
8 relevant times within the limitations period applicable to this cause of action Defendants
9 maintained a policy or practice of not paying hourly employees all earned wages timely upon
10 separation of employment.

11 83. Defendants' failure to pay Plaintiff and members of the Waiting Time Class all
12 wages earned prior to separation of employment timely in accordance with California Labor Code
13 §§ 201 and 202 was willful. Defendants had the ability to pay all wages earned by hourly workers
14 prior to separation of employment in accordance with California Labor Code §§ 201 and 202, but
15 intentionally adopted policies or practices incompatible with the requirements of California Labor
16 Code §§ 201 and 202. Defendants' practices include failing to pay at least minimum wage for all
17 time worked, overtime wages for overtime hours worked, overtime at the proper overtime rate of
18 pay, failing to pay premium wages for workdays Defendants did not provide, or timely provide,
19 employees all meal periods and rear periods in compliance with California law, failing to
20 reimburse employment-related expenditures, and failing to pay all vacation/PTO wages. When
21 Defendants failed to pay its hourly non-exempt workers all earned wages timely upon separation
22 of employment, they knew what they were doing and intended to do what they did.

24 84. Pursuant to either California Labor Code §§ 201 or 202, Plaintiff and members of
25 the Waiting Time Class are entitled to all wages earned prior to separation of employment that
26 Defendants did not pay them.

27 85. Pursuant to California Labor Code § 203, Plaintiff and members of the Waiting
28 Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages

1 were due upon separation until paid, up to a maximum of 30 days.

2 86. As a result of Defendants' conduct, Plaintiff and members of the Waiting Time
3 Class have suffered damages in an amount, subject to proof, to the extent they were not paid for
4 all wages earned prior to separation.

5 87. As a result of Defendants' conduct, Plaintiff and members of the Waiting Time
6 Class have suffered damages in an amount, subject to proof, to the extent they were not paid all
7 continuation wages owed under California Labor Code § 203.

8 88. Plaintiff and members of the Waiting Time Class are entitled to recover the full
9 amount of their unpaid wages, continuation wages under § 203, and interest thereon.

10 **NINTH CAUSE OF ACTION**

11 **VIOLATIONS OF THE UCL, BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***
12 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

13 89. Plaintiff hereby incorporates by reference each and every other paragraph in this
14 Complaint herein as if fully pled.

15 90. Defendants, and each of them, have engaged and continue to engage in unfair and
16 unlawful business practices in California by practicing, employing and utilizing the employment
17 practices outlined above, including, to wit, by: (a) failing to provide off-duty meal periods in
18 violation of Labor Code §§ 226.7 and 512; (b) failing to provide off-duty rest periods in violation
19 of Labor Code § 226.7; (c) failing to pay all applicable overtime and double-time wages for all
20 hours worked in violation of §§ 510, 1194, and 1198; (d) failing to pay all minimum wages for
21 all hours worked in violation of §§ 1194 and 1197; (e) failing to pay for all accrued and vested
22 vacation wages in violation of § 227.3; (f) failing to reimburse all business expenses in violation
23 of § 2802; and (g) failing to remunerate all employees for all wages at the regular rate of pay in
24 violation of §§ 510 and 1194.

25 91. Defendants' utilization of such unfair and unlawful business practices constitutes
26 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

27 92. Plaintiff seeks individually and on behalf of other members of the Class similarly
28 situated, full restitution of monies, as necessary and according to proof, to restore any and all

1 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
2 complained of herein.

3 93. Plaintiff is informed and believes, and based thereon allege, that at all times
4 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
5 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
6 forth herein Above thereby depriving Plaintiff and other members of the class the minimum
7 working condition standards and conditions due to them under the California laws as specifically
8 described therein.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
11 this suit is brought against Defendants, jointly and severally, as follows:

- 12 1. For an order certifying the proposed Class;
- 13 2. For an order appointing Plaintiff as the representative of the Class as described
14 herein;
- 15 3. Upon the First Cause of Action, for damages and/or penalties pursuant to
16 California Labor Code §§ 201, 202, 203, 218.6, 226.7 and 512, for costs, and any
17 other relief, in law and/or equity, as the Court deems just or appropriate;
- 18 4. Upon the Second Cause of Action, for damages and/or penalties pursuant to
19 California Labor Code §§ 201, 202, 203, 218.6, and 226.7, for costs, and any
20 other relief, in law and/or equity, as the Court deems just or appropriate;
- 21 5. Upon the Third Cause of Action, for damages and/or penalties pursuant to
22 California Labor Code § 226, and for costs and attorneys' fees, and any other
23 relief, in law and/or equity, as the Court deems just or appropriate;
- 24 6. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to Labor
25 Code §§ 201, 202, 203, 510, 558, 1194, and 1197, and for costs, attorneys' fees,
26 and any other relief, in law and/or equity, as the Court deems just or appropriate;
- 27 7. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to Labor
28 Code §§ 201, 202, 203, 218.6, 1194, 1194.2, 1197, and 1197.1, and for costs and

attorneys' fees, and any other relief, in law and/or equity, as the Court deems just or appropriate;

8. Upon the Sixth Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 201-203, and 227.3, and for costs and attorneys' fees;

9. Upon the Seventh Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 510 and 1194, and for costs and attorneys' fees, and any other relief, in law and/or equity, as the Court deems just or appropriate;

10. Upon the Eighth Cause of Action, for damages and/or penalties pursuant to Labor Code § 2802, and for costs and attorneys' fees;

11. Upon the Ninth Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 201, 202, 203, and 218.6, for costs and any other legally applicable fees, and any other relief, in law and/or equity, as the Court deems just or appropriate;

12. Upon the Ninth Cause of Action, for restitution to Plaintiff and other similarly effected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*; and

13. On all causes of action for attorneys' fees and costs as provided by California Labor Code §§ 226, 558, 1194, 1197, 1197.1, 2698, *et seq.*, 2802, and Code of Civil Procedure § 1021.5; and for such other and further relief the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action and claims with respect to which Plaintiff has a state and/or federal constitutional right to jury trial.

Respectfully submitted,

DATED: January 28, 2022

BELIGAN & CARNAKIS

Bv: 

Leah M. Beligan
Chris L. Carnakis
Attorneys for Plaintiff and the Putative Class

EXHIBIT A

B & C

BELIGAN & CARNAKIS
A LIMITED LIABILITY PARTNERSHIP

LEAH M. BELIGAN, ESQ.
CHRIS L. CARNAKIS, ESQ.

MAIN OFFICE
19800 MACARTHUR BOULEVARD,
SUITE 300
NEWPORT BEACH, CALIFORNIA 92612

TEL.: (949) 224-3881
FAX: (949) 724-4566

January 3, 2022

Via Online Filing

Labor & Workforce Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

Via Certified Mail (Return Receipt Requested)

Attn.: Management
Peloton Interactive, Inc.
125 W. 25th Street, 11th Floor
New York, NY 10001

Attn.: Management
Peloton Interactive, Inc.
10250 Santa Monica Blvd., Suite 1460
Los Angeles, CA 90067

Re: Notice Pursuant to the Private Attorneys General Act, California Labor Code § 2699.3 (the “PAGA”)

Dear Sir or Madam:

Claimant Mark Cohen (Claimant) retained our law firm to represent her and other similarly situated current and former employees of Peloton Interactive, Inc. (Respondent) for alleged violations of the California Labor Code. Respondent employed Claimant and other similarly situated employees throughout California (collectively, the “Aggrieved Employees”). As will be explained in detail below, Claimant alleges that Respondent violated numerous California Labor Codes; thus, entitling the Aggrieved Employees to penalties under the PAGA.

This letter formally serves to inform Respondent of Claimant’ intent to bring a cause of action for violations of the PAGA for Respondent’ failure to: (1) pay the Aggrieved Employees for all wages earned, including minimum wages; (2) pay the Aggrieved Employees for overtime compensation, including double overtime compensation; (3) pay premiums for meal-and-rest period violations; (4) PTO and pay for accrued vacation; (5) provide accurate, itemized wage statements; and (6) timely pay all wages due at the time of separation or termination of employment. During the relevant time period, Respondent failed to pay non-overtime and

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 2

overtime wages, provide compliant meal-and-rest periods, PTO and pay for accrued vacation, provide accurate wage statements, and failed to pay Claimant and the Aggrieved Employees additional wages and penalties for said violations. As a result, Respondent violated, among other statutes and regulations, Labor Code §§ 200-203, 218, 226, 226.7, 510, 512, 558, 558.1, 1174(d), 1194, 1197, 1198, 1400, 2802 and provisions of Industrial Welfare Commission (“IWC”) Wage Order 4-2001 (“Wage Order 4”).

Claimant is informed and believe that said violations are ongoing, systematic and uniform. If Respondent fails to cure these alleged violations, as stated above, Claimant will bring an action against Respondent under the PAGA to recover wages and penalties as provided by California law.¹

Facts and Theories to Support the Alleged Labor Code Violations

Respondent classified Claimant and the Aggrieved Employees as nonexempt employees. Each non-exempt employee of Respondent, while having varied job titles throughout California, were and are, at all times, entitled to be paid for each hour worked, including all minimum wages, overtime compensation at the correct rate of pay, non-compliant meal-and-rest breaks, earned commissions, PTO and pay for accrued vacation, given accurate wage statements, and wages for all labor performed. The Aggrieved Employees’ primary positions were nonexempt sales associates or similarly titled positions. The Aggrieved Employees are paid on an hourly basis and on commission. The Aggrieved Employees received commissions from Respondent

¹ Without limitation, Claimant, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency (“LWDA”). This includes, each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 3

related to the sales of Respondent's materials, which were not included in their regular rate of pay when they worked overtime (including, doubletime).

During the entire course of their employment, Claimant and the Aggrieved Employees not paid minimum and overtime wages for all hours worked. Claimant and Aggrieved Employees were not paid for this time. Therefore, Respondents suffered, permitted, and required its hourly employees to be subject to Respondent's control without paying wages for that time, including overtime wages for any hours worked in excess of 8 hours per day and/or 40 hours per workweek. This resulted in Claimant and Aggrieved Employees working time for which they were not compensated any wages. Claimant and Aggrieved Employees were also not paid all of their minimum wages based on working through their meal periods and not being counted as hours worked. Claimant and Aggrieved Employees were also not paid overtime based on the correct regular rate of pay because Respondents failed to include all non-discretionary remuneration into the regular rate. In particular, Claimant and Aggrieved Employees received additional remuneration, including non-discretionary commissions and bonuses during pay periods in which they had worked over eight hours in a day or over forty hours in a week. Respondents failed to account for the additional remuneration when calculating Claimant's and Aggrieved Employees' overtime rate of pay. This policy, practice, and/or procedure resulted in Respondents paying its hourly non-exempt employees less overtime than they should have received. Claimant and Aggrieved Employees also were not receiving all of their overtime wages due to them when working through their meal breaks and not being counted as hours worked. Respondent's policies and procedures were applied to all hourly non-exempt employees in California and resulted in hourly non-exempt employees not receiving all overtime wages due to them.

Respondent also had no written meal-and-rest policy. Claimant and Aggrieved Employees also were neither provided with off-duty, 30-minute meal periods for shifts longer than 5 hours and/or 10-minute off-duty rest periods for every 4 hours worked, or major fraction thereof. And, Respondents did not pay Claimant and Aggrieved Employees a premium payment for nonprovisional meal-and-rest periods and also failed to include all non-discretionary remuneration in the calculation of the regular rate.

Claimant and Aggrieved Employees also were required to incur business expenses as part of their work duties, including without limitation, driving their vehicles and using his personal cellular phones for work-related purposes. Claimant and Aggrieved Employees accumulated mileage and other driving costs on their own personal vehicles, and they also were required to pay their monthly cell phone costs, which Respondents routinely utilized to contact Claimant and Aggrieved Employees to implement their schedules and/or direct their daily work activities.

Respondents also had a policy and/or procedure whereby Claimant and Aggrieved Employees would accrue paid vacation time and/or personal time off (PTO) based on how long they worked for Respondents. However, as Claimant and similarity situated employees

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 4

continued to work for Respondents, Respondents failed to accrue to them the vacation/PTO wages they were due and owing in conformity with Respondent's policies and/or procedures. Claimant and Aggrieved Employees had no indication of how much of their PTO/vacation wages were used or accumulated. PTO/vacation wages are deferred wages that vest once accrued. An employer must pay its employees all unused vested vacation/PTO at the time of termination at the employees' final rate of pay. Moreover, Respondents terminated Claimant and other Aggrieved Employees without paying them the vacation/PTO wages they did accrue, in violation of California law, and employed policies and procedures which ensured Claimant and those similarly situated would not receive their accrued and vested vacation/PTO wages upon termination.

As a result of the foregoing, Claimant is also entitled to penalties for inaccurate wage statements and waiting-time penalties.

Respondent failed to comply with failed to comply with and violated Labor Code §§ 201-203, 226, 226.7, 227.3 512, 510, 512, 1174, 1194, 1197, 1198, 2802 and applicable IWC Wage Order(s) and California regulations.

As a result of Respondent's uniform treatment of the Aggrieved Employees, Respondent committed numerous violations of California's Labor Codes including, but not limited to: (1) failing to pay the Aggrieved Employees for all labor performed, including failing to pay an hourly wage for each and every hour worked, and including all minimum wages for all hours worked; (2) failing to pay the Aggrieved Employees for all overtime hours worked, including double overtime for all double overtime hours worked; (3) failing to provide the Aggrieved Employees compliant meal-and-rest periods; (4) failing to pay the Aggrieved Employees for all accrued vacation, PTO and earned commissions; (5) failing to provide the Aggrieved Employees accurate wage statements; and (6) failing to timely pay the Aggrieved Employees wages upon termination of employment.

A. Respondent Failed to: (1) pay the Aggrieved Employees for all Labor Performed; (2) Failed to pay the Aggrieved Employees an Hourly Wage for Each and Every Hour Worked, Including All Minimum Wages for All Hours Worked; and (3) Failed to pay Them Overtime Wages for all Overtime Hours Worked, Including Doubletime for All Doubletime Hours Worked.

At all times relevant, pursuant to Labor Code §§ 1197 and 1198, it is unlawful for an employer to pay less than the wage established by law or to employ persons in excess of the hours fixed by the IWC or under conditions prohibited by Wage Order 4.

At all times relevant, Labor Code § 1194(a) provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 5

or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

At all times relevant, Labor Code § 200(a) defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." Labor Code § 200(b) defines "labor" as all "work[] or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment."

At all times relevant, Labor Code § 218 provides that "[n]othing in this article shall limit the right of any wage Claimant to sue directly or through an assignee for any wages or penalty due him under this article."

At all times relevant, Labor Code § 510 provides for payment of a minimum wage regardless of the number of hours worked, and 1.5 times each employee's regular rate of pay for all work over 8 hours in a day, 40 hours in any work week, or the first 8 hours of the seventh consecutive day of work. In addition, Labor Code § 510 provides for payment of twice the employee's regular rate of pay for work in excess of 12 hours per day or in excess of 8 hours on the seventh consecutive day of any work week.

At all times relevant, Labor Code § 558 provides, in pertinent part, "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the [IWC] shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee."

At all times relevant, Labor Code § 204 provides that all wages, other than those mentioned in sections 201, 202, 204.1, or 204.2, earned by any person in any employment, are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

At all times relevant, Labor Code § 210 provides, in pertinent part, "every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2,

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 6

205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

Here, Respondent violated Labor Code §§ 200, 204, 210, 218, 510, 558, 1182.12, 1194, 1197 and 1198. As a result of Defendant’s uniform policy of not including all remuneration when calculating the Aggrieved Employees’ regular rate of pay, Respondent knowingly and intentionally failed to pay the Aggrieved Employees for all labor performed. As part of the Aggrieved Employees’ compensation, they received hourly wages and also earned commissions. Respondent, however, did not include the bonuses/commissions payments into the calculation of the Aggrieved Employees’ overtime rates of pay. Claimant and Aggrieved Employees were also not paid all of their minimum wages based on working through their meal periods and not being counted as hours worked. In addition, Claimant and Aggrieved Employees also were not receiving all of their overtime wages due to them when working through their meal breaks and not being counted as hours worked. Thus, Respondent also did not pay the Aggrieved Employees an hourly wage for each and every hour worked, nor did Respondent pay the Aggrieved Employees overtime (including, doubletime) for all work performed in excess of 8 hours per workday or 40 hours in a given workweek.

Moreover, Respondent failed to tender to the Aggrieved Employees all of their earned regular and overtime wages in accordance with California law, including, but not limited to, Labor Code § 204, such that labor performed between the 1st and 15th days, inclusive, of any calendar month was not paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, was not paid for between the 1st and 10th day of the following month.

B. Respondent Failed to Provide the Aggrieved Employees with Uninterrupted Off-Duty First and Second Meal Periods.

At all times relevant, Labor Code § 512 requires that each employee working at least 5 hours must be given a paid or unpaid meal period of not less than 30-consecutive minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal period of not less than 30-consecutive minutes, uninterrupted, be given to each employee working at least 10 hours in any given workday.

At all times relevant, Labor Code § 226.7 provides that each nonexempt employee who is not permitted to take valid meal periods must be paid one hour of additional pay at the employee’s regular rate of pay for each such workday in which valid meal periods are not provided.

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 7

Here, and as set forth above, Respondent also had no written meal period policy. Claimant and Aggrieved Employees also were not provided with off-duty, 30-minute meal periods for shifts longer than 5 hours Respondents did not pay Claimant and Aggrieved Employees a premium payment for nonprovisional meal periods and also failed to include all non-discretionary remuneration in the calculation of the regular rate.

Moreover, Respondent failed to pay the Claimant and the Aggrieved Employees one hour of pay for instances where Respondent failed to provide Claimant and the Aggrieved Employees the opportunity to take a 30-minute consecutive meal break, relieved of all duties, for shifts of 5 hours or greater, or a second meal period for shifts in excess of 10 hours and also and also failed to include all non-discretionary remuneration in the calculation of the regular rate. As a result of Respondent' unlawful policies and practices, Respondent violated Labor Code §§ 226.7, 512, 558, 1197, and 1198.

C. Respondent Failed to Provide the Aggrieved Employees with Uninterrupted Off-Duty Rest Periods.

At all times relevant, Wage Order 4, which applies to the Aggrieved Employees' employment with Respondent specifically requires each nonexempt employee working at least 3.5 hours to be given a paid rest period of not less than 10-consecutive minutes, uninterrupted, where the employee is relieved of all duties. In addition, a second rest period of not less than 10-consecutive minutes must be given to each nonexempt employee working at least 6 hours in any given workday, and a third rest period for shifts in excess of 10 hours.

At all times relevant, Labor Code § 226.7 provides that each nonexempt employee who is not permitted to take a valid rest period must be paid one hour of additional pay at the employee's regular rate of pay for each such workday in which a valid rest period is not provided.

Here, and as set forth above, Respondent had no written rest-period policy. Claimant and the Aggrieved employees were also not provided with 10-minute off-duty rest periods for every 4 hours worked, or major fraction thereof. And, Respondents did not pay Claimant and Aggrieved Employees a premium payment for nonprovisional rest periods and also failed to include all non-discretionary remuneration in the calculation of the regular rate. Thus, Respondent failed to pay the Claimant and the Aggrieved Employees one hour of pay of pay for the numerous instances where Respondent failed to authorize and permit the Aggrieved Employees the opportunity to take a paid 10-minute rest break, relieved of all duties, for shifts of at least 3.5 hours. Respondent also failed to pay the Claimant and Aggrieved Employees one hour of pay for the numerous instances where Respondent failed to authorize and permit the Aggrieved Employees the opportunity to take a second rest period for shifts of more than 6 hours, or a third rest period for shifts in excess of 10 hours. In a nutshell, Respondent failed to make available to the Aggrieved Employees proper rest periods in compliance with California

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 8

law. As a result of Respondent' unlawful policies and practices, Respondent violated Labor Code §§ 226.7, 512, 558, 1197, and 1198.

H. Defendants Failed to Pay Paid Time Off (PTO) and Accrued Vacation Pay to the Aggrieved Employees.

California Labor Code Sections 201 and 202 require Defendant to pay its employees all wages due within the time specified by Law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty days wages.

The Aggrieved Employees are entitled to all unpaid compensation, but to date have not received all such compensation. Respondent have not paid the Aggrieved Employees all of their accrued and rightfully earned commissions related to the telephone sales of Respondent' materials to its customers.

In addition, the Aggrieved Employees are entitled to all accrued PTO and vacation pay. Respondent also had a policy and/or procedure whereby Claimant and the Aggrieved Employees would accrue paid vacation time and/or personal time off (PTO) based on how long they worked for Respondent. However, as Claimant and the Aggrieved continued to work for Respondent, Respondent failed to accrue to them the vacation/PTO wages they were due and owing in conformity with Defendants' policies and/or procedures. Claimant and the Aggrieved Employees had no indication of how much of their PTO/vacation wages were used or accumulated. PTO/vacation wages are deferred wages that vest once accrued. An employer must pay its employees all unused vested vacation/PTO at the time of termination at the employees' final rate of pay. Moreover, Respondent terminated Claimant and the Aggrieved Employees without paying them the vacation/PTO wages they did accrue, in violation of California law, and employed policies and procedures which ensured Claimant and the Aggrieved Employees would not receive their accrued and vested vacation/PTO wages upon termination. Additionally, the Labor Code § 227.3 prohibits "forfeiture of vested vacation time upon termination."

D. Respondent Failed to Furnish Accurate Wage Statements to the Aggrieved Employees.

At all times relevant, Labor Code § 226 requires Central Transport to "furnish each of [its] 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 itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, 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."

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 9

Here, Respondent violated Labor Code § 226. Respondent had a uniform policy and practice to violate said Labor Code by failing to account for all of the hours worked by the Aggrieved Employees, inaccurately setting forth the net and gross wages earned, and by failing to show premium wages for meal-and-rest break violations as detailed herein. As a result, Respondent violated the wage statement requirements of Labor Code § 226 by failing to accurately record the Aggrieved Employees' respective (1) gross wages earned, (2) total hours worked, (3) net wages earned, and (4) all applicable hourly rates and the corresponding number of hours worked at each hourly rate.

E. Respondent Failed to pay all Wages Due to the Aggrieved Employees Upon Separation or Termination of Employment.

At all times relevant, Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant, Labor Code § 202 provides that if employees not having a written contract for a definite period quits their employment, their wages shall become due and payable no later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

Here, Respondent violated Labor Code §§ 200-203. When former Aggrieved Employees' employment with Respondent ended, Respondent failed to pay them all of their earned wages as detailed above, immediately upon their discharge or within 72 hours thereafter. In addition, Respondent failed to pay the waiting time penalties to which the Aggrieved Employees are entitled.

To date, as set forth in detail above, Respondent has failed to pay the Aggrieved Employees all of their earned regular and overtime wages, premium wages for meal-and-rest break violations, accrued interest thereon, and failed to remit the Labor Code §§ 210 and 558 penalties to be imposed as a consequence of said violations of the Labor Code.

Labor & Workforce Development Agency
Peloton Interactive Inc.
January 3, 2022
Page no. 10

F. Respondent Failed to Reimburse Aggrieved Employees for their Expenses.

At all times relevant, Labor Code § 2802 provides that an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.

Claimant and Aggrieved Employees also were required to incur business expenses as part of their work duties, including without limitation, driving their vehicles and using his personal cellular phones for work-related purposes. Claimant and Aggrieved Employees accumulated mileage and other driving costs on their own personal vehicles, and they also were required to pay their monthly cell phone costs, which Respondents routinely utilized to contact Claimant and Aggrieved Employees to implement their schedules and/or direct their daily work activities.

In violation of Labor Code Section 2802, Respondent has failed to reimburse Claimant and the Aggrieved Employees for their expenses is in violation which has resulted in lost wages and lost interest. Plaintiffs and Class Members are also entitled to attorneys fees, interest, expenses and costs of suit.

Conclusion

Respondent have violated several California Labor Codes. Claimant requests the LWDA to investigate the above allegations and provide notice of the allegations under PAGA's provisions. Alternatively, Claimant request the LWDA to inform them if it does not intend to investigate these violations, so they may include the violations discussed in this letter.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

BELIGAN & CARNAKIS



CHRIS L. CARNAKIS
DIRECT LINE: (213) 325-0218
DIRECT FAX: (213) 325-0219

CLC/idt

7020 0090 0001 5401 6328

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
 New York, NY 10001

OFFICIAL USE

Certified Mail Fee	\$3.75	0093
Extra Services & Fees (check box, add fee as appropriate)	\$3.05	04
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.78	
Total Postage and Fees	\$7.58	

Postmark Here
 JAN 3 2022
 01/03/2022

Sent To
 Attn: Management - Peloton Interactive, Inc.
 Street and Apt. No., or PO Box No.
 125 W. 25th Street, 11th Floor
 City, State, ZIP+4®
 New York, NY 10001

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0090 0001 5401 6335

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
 Los Angeles, CA 90067

OFFICIAL USE

Certified Mail Fee	\$3.75	0093
Extra Services & Fees (check box, add fee as appropriate)	\$3.05	04
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.78	
Total Postage and Fees	\$7.58	

Postmark Here
 JAN 3 2022
 01/03/2022

Sent To
 Attn: Management - Peloton Interactive, Inc.
 Street and Apt. No., or PO Box No.
 10250 Santa Monica Blvd, Suite 1460
 City, State, ZIP+4®
 Los Angeles, CA 90067

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EXHIBIT G



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney’s fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person’s concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, RJoseph@jamsadr.com (310) 309-6209
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.

b. **Los Angeles County Dispute Resolution Programs**

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

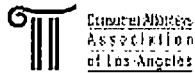


Superior Court of California
County of Los Angeles

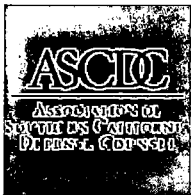


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the “core” of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered “core.” In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered “core.”);
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
--------------	--------------

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
- (INSERT DATE) (INSERT DATE)
3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	_____

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp	
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:	

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
--------------	--------------

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)



(ATTORNEY FOR _____)

Print

Save

Clear

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	STATE BAR NUMBER: _____	Reserved for Clerk's File Stamp
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS: _____		
PLAINTIFF: _____		
DEFENDANT: _____		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER: _____

1. This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

Print

Save

Clear

FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

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

General Order Re) ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation) EXTENDING TIME TO RESPOND BY
Stipulations) 30 DAYS WHEN PARTIES AGREE
) TO EARLY ORGANIZATIONAL
) MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6
7 Whereas, in order to promote a meaningful discussion of pleading issues at the
8 Early Organizational Meeting and potentially to reduce the need for motions to
9 challenge the pleadings, it is necessary to allow additional time to conduct the Early
10 Organizational Meeting before the time to respond to a complaint or cross complaint
11 has expired;

12
13 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
14 which an action is pending to extend for not more than 30 days the time to respond to
15 a pleading "upon good cause shown";

16 Now, therefore, this Court hereby finds that there is good cause to extend for 30
17 days the time to respond to a complaint or to a cross complaint in any action in which
18 the parties have entered into the Early Organizational Meeting Stipulation. This finding
19 of good cause is based on the anticipated judicial efficiency and benefits of economic
20 case resolution that the Early Organizational Meeting Stipulation is intended to
21 promote.
22

23
24 **IT IS HEREBY ORDERED** that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

5 Carolyn B. Kuhl
6 Carolyn B. Kuhl, Supervising Judge of the
7 Civil Departments, Los Angeles Superior Court
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT H



Notice of Service of Process

Transmittal Number: 24418523
Date Processed: 02/02/2022

Primary Contact: Legal Department null
Peloton Interactive, Inc.
441 9th Ave
Fl 6
New York, NY 10001-1663

Electronic copy provided to: Kimani Burton
Paul Chappell
Steve Estrada
Melanie Goolsby
Laura Kessler
David Frydman

Entity: Peloton Interactive, Inc.
Entity ID Number 3449537

Entity Served: Peloton Interactive, Inc.

Title of Action: Mark Cohen vs. Peloton Interactive, Inc.

Document(s) Type: Summons and Amended Complaint

Nature of Action: Class Action

Court/Agency: Los Angeles County Superior Court, CA

Case/Reference No: 22STCV00201

Jurisdiction Served: California

Date Served on CSC: 02/01/2022

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Beligan & Carnakis
949-224-3881

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

EXHIBIT I

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Leah Beligan SBN 250834 Beligan Law Firm, LLP 19800 MacArthur Boulevard, Suite 300 Newport Beach, CA 92612 TELEPHONE NO.: (626) 329-2526 FAX NO. (Optional): E-MAIL ADDRESS (Optional): Lmbeligan@bbclawyers.net ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, - Spring Street (EFILING) STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: 312 North Spring Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, - Spring Street (EFILING)	
PLAINTIFF/PETITIONER: Mark Cohen DEFENDANT/RESPONDENT: Peloton Interactive, Inc.	CASE NUMBER: 22STCV00201
PROOF OF SERVICE SUMMONS	Ref. No. or File No.: cohe-mar

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action. BY FAX
2. I served copies of: **Summons; Amended Complaint; Civil Case Cover Sheet; ADR Information Packet**
3.
 - a. Party served (specify name of party as shown on documents served): **Peloton Interactive, Inc., a Delaware corporation**
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a): **Koy Saechao, agent for csc**
4. Address where the party was served: **2710 Gateway Oaks Dr Ste 150N, 150N Sacramento, CA 95833**
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: **2/1/2022** (2) at: **02:44 PM**
 - b. **by substituted service.** On: at: I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person of at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents:
 on: from: or a declaration of mailing is attached.

PLAINTIFF/PETITIONER: Mark Cohen DEFENDANT/RESPONDENT: Peloton Interactive, Inc.	CASE NUMBER: 22STCV00201
---	-----------------------------

(5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on: _____ (2) from: _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (*specify means of service and authorizing code section*):
 Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): **Peloton Interactive, Inc., a Delaware corporation** under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name: **Robert J. Mason**
- b. Address: **15345 Fairfield Ranch Rd Suite 200, Chino Hills, CA 91709**
- c. Telephone number: **909-664-9577**
- d. **The fee** for service was: **\$175.00**
- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.: **03-007**
- (iii) County: **Placer**

PLAINTIFF/PETITIONER: Mark Cohen	CASE NUMBER: 22STCV00201
DEFENDANT/RESPONDENT: Peloton Interactive, Inc.	

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



A handwritten signature in blue ink, appearing to read 'RJM', written over a horizontal line.

Robert J. Mason

Date: 02/03/2022

EXHIBIT J

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 15 2022

Sherri R. Carter, Executive Officer/Clerk

BY Martha Cervantes, Deputy
Martha Cervantes

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

MARK COHEN,

Plaintiff,

v.

PELTON INTERACTIVE, INC.,

Defendant.

Case No. 22STCV00201

INITIAL STATUS CONFERENCE ORDER
(COMPLEX LITIGATION PROGRAM)

Case Assigned for All Purposes to
Judge David S. Cunningham III

Department: SS11
Date: April 22, 2022
Time: 9:00 AM

This case has been assigned for all purposes to Judge David S. Cunningham III in the Complex Litigation Program. An Initial Status Conference is set for **April 22, 2022**, at **9:00 AM** at in Department SS11 located in the Spring Street Superior Courthouse at 312 N. Spring Street, Los Angeles, California 90012. Counsel for all parties are ordered to attend.

The court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as much as possible, on a case management plan. To this end, counsel must file a Joint Initial Status Conference Class Action Response Statement five court days before the Initial Status Conference. The Joint Response Statement must be filed on line-numbered pleading paper and must specifically answer each

of the below-numbered questions. Do not use the Judicial Council Form CM-110 (Case Management Statement).

1. **PARTIES AND COUNSEL:** Please list all presently-named class representatives and presently-named defendants, together with all counsel of record, including counsel's contact and email information.
2. **STATUS OF PLEADINGS:** Please indicate whether defendant has filed a Notice of Appearance or an Answer to the Complaint, and, if so, indicate the filing date(s).
3. **POTENTIAL ADDITIONAL PARTIES:** Indicate whether any plaintiff presently intends to add additional class representatives, and, if so, the name(s) and date by which these class representatives will be added. Indicate whether any plaintiff presently intends to name additional defendants, and, if so, the name(s) and date by which the defendant(s) will be added. Indicate whether any appearing defendant presently intends to file a cross-complaint and, if so, the names of cross-defendants and the date by which the cross-complaint will be filed.
4. **IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong person or entity, please explain why the named defendant is improperly named and the proposed procedure to correct this error.
5. **ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party believes one or more named plaintiffs might not be an adequate class representative, including reasons of conflict of interest as described in *Apple Computer v. The Superior Court of Los Angeles County* (2005) 126 Cal.App.4th 1253, please explain. No prejudice will attach to these responses.
6. **ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.
7. **OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list other cases with overlapping class definitions. Please identify the court, the short caption title, the docket number, and the case status.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

8. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION WAIVER

CLAUSES: Please state whether arbitration is an issue in this case and attach a sample of any relevant clause of this sort. Opposing parties must summarize their views on this issue.

9. POTENTIAL EARLY CRUCIAL MOTIONS: Opposing counsel should identify and describe the significant core issues in the case, and then identify efficient ways to resolve those issues, including one or more of the following:

- Motion to Compel Arbitration,
- Early motions in limine,
- Early motions about particular jury instructions and verdict forms,
- Demurrers,
- Motions to strike,
- Motions for judgment on the pleadings, and
- Motions for summary judgment and summary adjudication.

10. CLASS CONTACT INFORMATION: Counsel should discuss whether obtaining class contact information from defendant's records is necessary in this case and, if so, whether the parties consent to an "opt-out" notice process (as approved in *Belaire-West Landscape, Inc. v. Superior Court* (2007) 149 Cal.App.4th 554, 561). Counsel should address timing and procedure, including allocation of cost and the necessity of a third party administrator.

11. PROTECTIVE ORDERS: Parties considering an order to protect confidential information from general disclosure should begin with the model protective orders found on the Los Angeles Superior Court Website under "Civil Tools for Litigators."

12. DISCOVERY: Please discuss a discovery plan. If the parties cannot agree on a plan, summarize each side's views on discovery. The court generally allows discovery on matters relevant to class certification, which (depending on circumstances) may include factual issues also touching the

merits. The court generally does not permit extensive or expensive discovery relevant only to the merits (for example, detailed damages discovery) at the initial stage unless a persuasive showing establishes early need. If any party seeks discovery from absent class members, please estimate how many, and also state the kind of discovery you propose¹.

13. INSURANCE COVERAGE: Please state if (1) there is insurance for indemnity or reimbursement, and (2) whether there are any insurance coverage issues which might affect settlement.

14. ALTERNATIVE DISPUTE RESOLUTION: Please discuss ADR and state each party's position about it. If pertinent, how can the court help identify the correct neutral and prepare the case for a successful settlement negotiation?

15. TIMELINE FOR CASE MANAGEMENT: Please recommend dates and times for the following:

- The next status conference,
- A schedule for alternative dispute resolution, if it is relevant,
- A filing deadline for the motion for class certification, and
- Filing deadlines and descriptions for other anticipated non-discovery motions.

16. ELECTRONIC SERVICE OF PAPERS: For efficiency the complex program requires the parties in every new case to use a third-party cloud service. Please agree on one and submit the parties' choice when filing the Joint Initial Status Conference Class Action Response Statement. If there is agreement, please identify the vendor. If parties cannot agree, the court will select the vendor at the Initial Status Conference. Electronic service is not the same as electronic filing. Only traditional methods of filing by physical delivery of original papers or by fax filing are presently acceptable.

Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:

“A dismissal of an entire class action, or of any party or cause of action in a class action, requires

¹ See California Rule of Court, Rule 3.768.

1 court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth the facts
2 on which the party relies. The declaration must clearly state whether consideration, direct or indirect, is
3 being given for the dismissal and must describe the consideration in detail.”² If the parties have settled
4 the class action, that too will require judicial approval based on a noticed motion (although it may be
5 possible to shorten time by consent for good cause shown).

6 **Reminder When Seeking Approval of a Settlement:**

7
8 Plaintiff(s) must address the issue of any fee splitting agreement in their motion for preliminary
9 approval and demonstrate compliance with California Rule of Court 3.769, and the Rules of
10 Professional Conduct 2-200(a) as required by Mark v. Spencer (2008) 166 Cal.App. 4th 219.

11 Pending further order of this Court, and except as otherwise provided in this Initial Status
12 Conference Order, these proceedings are stayed in their entirety. This stay precludes the filing of any
13 answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court; however, any
14 defendant may file a Notice of Appearance for purposes of identification of counsel and preparation of a
15 service list. The filing of such a Notice of Appearance is without prejudice to any challenge to the
16 jurisdiction of the Court, substantive or procedural challenges to the Complaint, without prejudice to any
17 affirmative defense, and without prejudice to the filing of any cross-complaint in this action. This stay is
18 issued to assist the Court and the parties in managing this “complex” case through the development of
19 an orderly schedule for briefing and hearings on procedural and substantive challenges to the complaint
20 and other issues that may assist in the orderly management of these cases. This stay does not preclude
21 the parties from informally exchanging documents that may assist in their initial evaluation of the issues
22 presented in this case, however it stays all outstanding discovery requests.
23
24

25 Plaintiff’s counsel is directed to serve a copy of this Initial Status Conference Order along with a
26

27 _____
28 ² California Rule of Court, Rule 3.770(a)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

copy of the attached Guidelines for Motions for Preliminary and Final Approval of Class Settlement on counsel for all parties, or if counsel has not been identified, on all parties, within five (5) days of service of this order. If any defendant has not been served in this action, service is to be completed within twenty (20) days of the date of this order.

If all parties have been served, have conducted the required meet and confer, and are ready to fully participate in the status conference prior to the assigned date, counsel may contact the clerk of Department SS11 and request an earlier date for the Initial Status Conference.

Dated: February 15, 2022



DAVID S. CUNNINGHAM III
Judge of the Los Angeles Superior Court

EXHIBIT K

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 11

22STCV00201

MARK COHEN vs PELOTON INTERACTIVE, INC.

February 15, 2022

1:01 PM

Judge: Honorable David S. Cunningham

CSR: None

Judicial Assistant: M. Cervantes

ERM: None

Courtroom Assistant: C. Concepcion

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order re Complex Determination

This case is hereby determined to be complex within the meaning of Rule 3.400 of the California Rules of Court.

The case is ordered reassigned to Judge David S. Cunningham in Department 11 at the Spring Street Courthouse for all further proceedings and for all purposes.

The case is ordered stayed until the Initial Status Conference date. No responsive pleadings may be filed until further order of the Court. Parties may file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a general appearance, and shall not waive any substantive or procedural challenge to the complaint. Nothing herein stays the time for filing Affidavit of Prejudice pursuant to Code of Civil Procedure section 170.6.

Initial Status Conference is scheduled for 04/22/2022 at 09:00 AM in Department 11 at Spring Street Courthouse.

Pursuant to Government Code Sections 70616(a) and 70616(b), a single complex fee of one thousand dollars (\$1,000.00) must be paid on behalf of all plaintiffs. For defendants, a complex fee of one thousand dollars (\$1,000.00) must be paid for each defendant, intervenor, respondent or adverse party, not to exceed, for each separate case number, a total of eighteen thousand dollars (\$18,000.00), collected from all defendants, intervenors, respondents, or adverse parties. All such fees are ordered to be paid to Los Angeles Superior Court, within 10 days of service of this order.

Any party objecting to the complex designation must file an objection with proof of service in Department 11 within ten (10) days of service of this minute order. Any response to the objection must be filed in Department 11 within seven (7) days of service of the objection. This

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 11

22STCV00201

February 15, 2022

MARK COHEN vs PELOTON INTERACTIVE, INC.

1:01 PM

Judge: Honorable David S. Cunningham

CSR: None

Judicial Assistant: M. Cervantes

ERM: None

Courtroom Assistant: C. Concepcion

Deputy Sheriff: None

Court will make its ruling on the submitted pleadings.

If any appearing party has not yet exercised a peremptory challenge under Code of Civil Procedure section 170.6, peremptory challenges by them to the newly assigned judge must be timely filed within the 15 day period specified in Code of Civil Procedure section 170.6, with extensions of time pursuant to Code of Civil Procedure section 1013 if service is by mail.

Previously non-appearing parties, if any, have a 15-day statutory period from first appearance to file a peremptory challenge (Government Code section 68616(1))

Initial Status Conference Order is signed and filed this date.

Counsel for Plaintiff to give notice.

EXHIBIT L

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	FILED Superior Court of California County of Los Angeles 02/15/2022
PLAINTIFF/PETITIONER: Mark Cohen	Sherri R. Carter, Executive Officer / Clerk of Court By: <u> M. Cervantes </u> Deputy
DEFENDANT/RESPONDENT: Peloton Interactive, Inc.	
CERTIFICATE OF MAILING	CASE NUMBER: 22STCV00201

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order re Complex Determination) upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Christos L. Carnakis
BELIGAN & CARNAKIS
19800 MacArthur Blvd
Suite 300
Irvine, CA 92612

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 02/15/2022

By: M. Cervantes
Deputy Clerk

EXHIBIT M

1 MEGAN COONEY, SBN 295174
mcooney@gibsondunn.com
2 LAUREN M. FISCHER, SBN 318625
lfischer@gibsondunn.com
3 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
4 Irvine, CA 92612-4412
Telephone: 949.451.3800
5 Facsimile: 949.451.4220

6 Attorneys for Defendant
PELTON INTERACTIVE, INC.
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 CENTRAL DISTRICT

11 MARK COHEN, as an individual and on
behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 PELTON INTERACTIVE, INC., a Delaware
corporation; and Does 1 through 50, inclusive,

15 Defendant.
16

CASE NO. 22STCV00201

**DEFENDANT PELTON INTERACTIVE,
INC.'S ANSWER TO PLAINTIFF'S FIRST
AMENDED CLASS ACTION COMPLAINT**

ASSIGNED FOR ALL PURPOSES TO:
HON. DAVID S. CUNNINGHAM
DEPARTMENT 11

Action Filed: January 3, 2022
Trial Date: None Set

1 Defendant Peloton Interactive, Inc. (“Defendant”), for itself and no other individual or entity,
2 hereby submits its Answer to the unverified First Amended Class Action Complaint (“Complaint”) of
3 Plaintiff Mark Cohen (“Plaintiff”) in the above-captioned matter, as follows.

4 **GENERAL DENIAL**

5 Pursuant to Code of Civil Procedure section 431.30, subsection (d), Defendant generally denies
6 each and every allegation contained in the Complaint. Defendant further denies that Plaintiff is entitled
7 to any relief, and denies that Plaintiff was damaged in the nature alleged, or in any other manner, or at
8 all.

9 Defendant does not waive, and expressly reserves the rights and remedies available under
10 federal, state, and common law with respect to challenging any allegation in the Complaint, or any
11 rulings issued with respect to the Complaint.

12 **AFFIRMATIVE DEFENSES**

13 Without admitting any of the facts alleged in the Complaint, Defendant hereby asserts and
14 alleges the following separate and additional defenses, without prejudice to Defendant’s right to argue
15 that Plaintiff bears the burden of proof as to any one or more of those defenses. Furthermore, all such
16 defenses are pled in the alternative and do not constitute an admission of liability or an admission that
17 Plaintiff is entitled to any relief whatsoever or that this action is properly pending before this Court.
18 Additionally, all defenses pleaded below are based on Defendant’s current understanding of Plaintiff’s
19 claims, and are intended, among other things, to preserve all potential defenses upon further
20 clarification of Plaintiff’s claims and assertions. Unless specifically indicated otherwise, Defendant
21 asserts each defense to each claim in the Complaint.

22 **FIRST SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

23 **(Failure to State a Claim)**

24 The Complaint is barred, in whole or in part, on the basis that it fails to state facts sufficient to
25 constitute a cause of action against Defendant and/or fails to state facts sufficient to constitute a claim
26 upon which relief can be granted.
27
28

1 **SECOND SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

2 **(Statute of Limitations)**

3 The Complaint is barred, in whole or in part, by the applicable statutes of limitations.

4 **THIRD SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

5 **(Lacks Standing)**

6 The Complaint is barred, in whole or in part, to the extent Plaintiff lacks standing to pursue the
7 claims in the Complaint, either on behalf of himself or the putative class.

8 **FOURTH SEPARATE AND ADDITIONAL DEFENSE**

9 **(Acts or Omissions of Plaintiff)**

10 The Complaint is barred, in whole or in part, to the extent that any alleged injuries and/or
11 damage resulted from the acts and/or omissions of Plaintiff and/or the putative class members.

12 **FIFTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

13 **(No Proximate Cause)**

14 The Complaint is barred, in whole or in part, because to the extent the injuries and/or damages
15 alleged in the Complaint occurred, such injuries were not proximately caused by any unlawful policy,
16 custom, practice, and/or procedure promulgated and/or tolerated by Defendant. Nor are the harms
17 alleged by Plaintiff, if any, caused in fact by Defendant. The causes of action asserted against
18 Defendant are barred because the harm Plaintiff and/or any putative class members allegedly suffered,
19 if any, was caused by superseding and intervening causes including factors, persons, or entities other
20 than Defendant.

21 **SIXTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

22 **(No Damage)**

23 The Complaint is barred, in whole or in part, to the extent that Plaintiff and/or the putative class
24 members have not been damaged in the sums or manner alleged, or in any sum or manner at all.

25 **SEVENTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

26 **(Not Knowing, Willful, or Intentional)**

27 The Complaint is barred, in whole or in part, to the extent it is predicated on alleged knowing,
28 willful, or intentional conduct on the part of Defendant.

1 **EIGHTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

2 **(Good Faith)**

3 The Complaint is barred, in whole or in part, on the basis that Defendant acted in good faith
4 and upon a reasonable belief that its actions did not violate the California Labor Code or the California
5 Business & Professions Code, or other applicable laws alleged in the Complaint, and did not willfully
6 or knowingly and intentionally engage in any conduct that may have violated such laws. Defendant
7 contends that a reasonable good faith dispute exists regarding the amount of wages, if any, which
8 Defendant owes to the Plaintiff or the members of the putative class. Further, Defendant cannot be
9 liable for any alleged violation of the California Business & Professions Code section 17200, *et seq.*,
10 because its actions, conduct, and dealings with employees were lawful and were carried out in good
11 faith and for a legitimate business purpose.

12 **NINTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

13 **(Compliance with the Law)**

14 The Complaint is barred, in whole or in part, because Defendant and its agents at all times
15 complied and/or substantially complied with all applicable statutes, regulations, and laws.

16 **TENTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

17 **(Conduct Outside Scope of Employment)**

18 The Complaint is barred, in whole or in part, because any alleged wrongful acts of Defendant's
19 employee(s), including, but not limited to, any alleged unlawful denial of timely pay to Plaintiff or any
20 other member of the putative class, were not authorized by Defendant, were inconsistent with
21 Defendant's policies and practices, were not in furtherance of Defendant's business, and were contrary
22 to Defendant's good faith efforts to comply with all applicable laws. Defendant alleges that any actions
23 inconsistent with the California Labor Code or other laws, as alleged in the Complaint, were committed
24 by individuals acting outside the course and scope of employment, and thus Defendant may not be held
25 liable for such conduct pursuant to the doctrine of *respondeat superior*.

1 **ELEVENTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

2 **(Failure to Exhaust Internal Remedies)**

3 The Complaint is barred, in whole or in part, by Plaintiff's failure to exhaust administrative
4 and/or internal remedies available under state and federal laws, including, without limitation, the
5 California Labor Code and Defendant's internal policies and procedures.

6 **TWELFTH SEPARATE AND ADDITIONAL DEFENSE**

7 **(No Knowledge)**

8 The Complaint is barred, in whole or in part, to the extent that Defendant had no knowledge of
9 any purported unpaid overtime, unpaid vacation or paid time off pay, untimely final pay, unreimbursed
10 necessary business expenses, or any purported failure to be relieved from duty to take meal and rest
11 breaks.

12 **THIRTEENTH SEPARATE AND ADDITIONAL DEFENSE**

13 **(Meal and Rest Periods Provided)**

14 The Complaint is barred, in whole or in part, to the extent that Defendant made Plaintiff and/or
15 putative class members aware of their right to take meal and/or rest periods, encouraged Plaintiff and/or
16 putative class members to take meal and/or rest periods, and did not require Plaintiff and/or putative
17 class members to work during meal and/or rest periods.

18 **FOURTEENTH SEPARATE AND ADDITIONAL DEFENSE**

19 **(Failure to Take Meal and Rest Periods)**

20 The Complaint is barred, in whole or in part, to the extent Plaintiff and/or putative class
21 members chose not to take meal and rest periods when provided.

22 **FIFTEENTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

23 **(Waiver of Meal and/or Rest Periods)**

24 The Complaint is barred, in whole or in part, to the extent that Plaintiff and/or putative class
25 members voluntarily waived any purported entitlement to meal or rest periods without coercion or
26 encouragement. Defendant contends that discovery and investigation will reveal that Plaintiff and/or
27 members of the putative class may have voluntarily and mutually waived their meal periods pursuant
28 to provisions of the applicable California Welfare Commission's wage orders.

1 **TWENTY-SECOND SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

2 **(Unjust Enrichment)**

3 The Complaint is barred, in whole or in part, to the extent it results in an unjust enrichment to
4 Plaintiff and/or any person on whose behalf relief is sought.

5 **TWENTY-THIRD SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

6 **(No Entitlement to Attorneys' Fees)**

7 The Complaint is barred, in whole or in part, to the extent it fails to allege facts sufficient to
8 establish a claim for attorneys' fees.

9 **TWENTY-FOURTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

10 **(Adequate Remedy at Law)**

11 The Complaint is barred, in whole or in part, to the extent that Plaintiff and/or the putative
12 class members have adequate legal remedies and therefore cannot pursue nor receive equitable relief.

13 **TWENTY-FIFTH SEPARATE AND ADDITIONAL DEFENSE**

14 **(Improper Remedies)**

15 The purported cause of action under California Business & Professions Code section 17200, *et*
16 *seq.*, is barred to the extent Plaintiff, or any person on whose behalf relief is sought, seeks improper
17 remedies.

18 **TWENTY-SIXTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

19 **(Uncertainty—Conclusory Class Allegation)**

20 The Complaint is barred, in whole or in part, because the purported class definitions are
21 ambiguous and conclusory.

22 **TWENTY-SEVENTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

23 **(Settlement and/or Release)**

24 The Complaint is barred, in whole or in part, to the extent the claims alleged therein have been
25 settled, released, and/or are subject to an accord and satisfaction.

26

27

28

1 **TWENTY-EIGHTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

2 **(Failure to Satisfy Prerequisites of Class Certification)**

3 The Complaint is barred, in whole or in part, to the extent Plaintiff fails to satisfy the
4 prerequisites for class certification, including but not limited to by lacking common questions and
5 alleging claims that are neither common nor typical, and therefore cannot represent the interests of
6 others as to each of the purported causes of action. The types of claims alleged by the named Plaintiff
7 on behalf of himself and the alleged classes, the existence of which are expressly denied, are matters
8 in which individual questions predominate and, accordingly, are not appropriate for class treatment.
9 Further, the claims alleged by the named Plaintiff are neither common to nor typical of those of the
10 alleged putative class members Plaintiff purports to represent.

11 **TWENTY-NINTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

12 **(Inadequate Representative)**

13 The Complaint is barred, in whole or in part, to the extent it asserts a class action because
14 Plaintiff is not an adequate representative of the purported classes.

15 **THIRTIETH SEPARATE AND ADDITIONAL DEFENSE**

16 **(Conduct Not “Unlawful”)**

17 The Complaint is barred, in whole or in part, because Defendant’s conduct, as alleged in the
18 Complaint, was not “unlawful” within the meaning of California Business & Professions Code section
19 17200, *et seq.*

20 **THIRTY-FIRST SEPARATE AND ADDITIONAL DEFENSE**

21 **(Conduct Not “Unfair”)**

22 The Complaint is barred, in whole or in part, because Defendant’s conduct, as alleged in the
23 Complaint, was not “unfair” within the meaning of California Business & Professions Code section
24 17200, *et seq.*

1 **THIRTY-SIXTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

2 **(Res Judicata and/or Collateral Estoppel)**

3 The Complaint is barred, in whole or in part, under the doctrines of res judicata and/or collateral
4 estoppel.

5 **THIRTY-SEVENTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

6 **(De Minimis Doctrine)**

7 The Complaint is barred, in whole or in part, to the extent the de minimis doctrine applies to
8 Plaintiff's claims.

9 **THIRTY-EIGHTH SEPARATE AND ADDITIONAL AFFIRMATIVE DEFENSE**

10 **(Additional Affirmative Defenses)**

11 Defendant reserves the right to amend this Answer to assert additional defenses and/or
12 supplement, alter, or change this Answer as may be warranted by the revelation of information during
13 discovery and investigation.

14 **DEMAND FOR JURY TRIAL**

15 Defendant hereby demands a jury trial in the above-entitled action for all issues triable by jury.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Defendant requests that judgment be entered as follows:

- 18 1. That Plaintiff take nothing by his Complaint;
- 19 2. That the Complaint be dismissed in its entirety, with prejudice, and judgment be entered
20 in favor of Defendant and against Plaintiff on all causes of action;
- 21 3. That Defendant be awarded its costs and reasonable attorneys' fees incurred in this
22 action as permitted by law; and
- 23 4. That Defendant be awarded such other relief as this Court deems proper.
- 24
- 25
- 26
- 27
- 28

1 DATED: March 1, 2022

2 GIBSON, DUNN & CRUTCHER LLP
3 MEGAN COONEY
4 LAUREN M. FISCHER

5 By: 
6 Megan Cooney

7 Attorneys for Defendant
8 PELOTON INTERACTIVE, INC.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I, Cynthia Martinez, declare as follows:

I am employed in the County of Orange, State of California, I am over the age of eighteen years and am not a party to this action; my business address is 3161 Michelson Drive, Irvine, CA 92612, in said County and State. On March 1, 2022, I served the following document(s):

DEFENDANT PELOTON INTERACTIVE, INC.’S ANSWER TO PLAINTIFF’S FIRST AMENDED CLASS ACTION COMPLAINT

on the parties stated below, by the following means of service:

Chris L. Carnakis
Leah M. Beligan
BELIGAN & CARNAKIS
19800 MacArthur Blvd., Suite 300
Newport Beach, CA 92612

Attorneys for Plaintiff
ccarnakis@bbclawyers.net
lbeligan@bbclawyers.net
Tel.: 949.224.3881
Fax: 949.724.4566

BY UNITED STATES MAIL: I caused a true copy to be placed in a sealed envelope or package addressed to the persons as indicated above, on the above-mentioned date, and caused the envelope to be placed for collection and mailing, following our ordinary business practices. I am readily familiar with this firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited with the U.S. Postal Service in the ordinary course of business in a sealed envelope with postage fully prepaid. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing set forth in this declaration.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Irvine, California.

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

Executed on March 1, 2022.


Cynthia Martinez

EXHIBIT N



Confirmation #: 26319498

Case Title: MARK COHEN vs PELOTON INTERACTIVE, INC.

Thank you for choosing One Legal. If you have any questions about this order, please email us at support@onelegal.com.

CASE INFORMATION

Court Name: Los Angeles County, Superior Court of California
Court Branch: Central District
Case Title: MARK COHEN vs PELOTON INTERACTIVE, INC.
Case Category: Civil Unlimited
Case Type: Other Employment Complaint Case
Case #: 22STCV00201

ORDER DETAILS

Order Type: eFiling
Filing order #: 17778498
Date/Time Submitted: 3/1/2022 4:13 PM PT
Client Billing Code: 74432-00018
Contact Name: Cynthia Martinez
Attorney Name: Megan Cooney
Email Notification: Contact

DOCUMENTS

Document Type	Document Title	Pages Uploaded
Answer	Answer	12

eSERVICE RECIPIENTS

Name	Email
Lauren M. Fischer	lfischer@gibsondunn.com
Leah M. Beligan	lbeligan@bbclawyers.net
Chris L. Carnakis	ccarnakis@bbclawyers.net
Cooney, Megan	mcooney@gibsondunn.com

eCOPY RECIPIENTS

Name	Email	eCopy Recipient for
Jennifer Roges	JRoges@gibsondunn.com	Cooney, Megan

[Accessibility statement \(https://www.onelegal.com/accessibility/\)](https://www.onelegal.com/accessibility/) | [Privacy policy](#)

[\(https://www.onelegal.com/privacy/\)](https://www.onelegal.com/privacy/) | [Terms of service \(https://www.onelegal.com/terms/\)](https://www.onelegal.com/terms/)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Employee Accuses Peloton of Wage-and-Hour Violations in California](#)
