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ALAMEDA COUNTY

JUN 08 2020

CLERK OF THE SUPERIOR COURT
By JERRIE MOYER

FILE BY FAX

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ALAMEDA

11 UNLIMITED JURISDICTION

12 FLOUZEL PANINGBATAN, an individual;

13 Plaintiff,

14 v.

15 MOTIVATE, LLC, a Delaware limited
16 liability company; BLUECREW, INC., a
17 Delaware corporation; and DOES 1-25,
18 inclusive;

19 Defendants.

Case No. *RG20063416*

COMPLAINT FOR:

(1) WRONGFUL TERMINATION AND
SEX-BASED DISCRIMINATION;
(2) UNLAWFUL RETALIATION;
(3) FAILURE TO PROVIDE MEAL
PERIODS;
(4) FAILURE TO PROVIDE REST
PERIODS;
(5) FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS;
(6) FAILURE TO PAY WAGES ON TIME,
WAITING TIME PENALTIES;
(7) FAILURE TO PROVIDE
EMPLOYMENT RECORDS; and
(8) PENALTIES UNDER PAGA

22
23 Plaintiff Flouzel Paningbatan alleges as and for causes of action against Defendants, and
24 each of them, as follows:

25 PARTIES

26
27 1. Plaintiff Flouzel Paningbatan is an individual who was employed by Defendants in
28 San Francisco and Alameda Counties, California from approximately June 2019 to December

1 2019.

2 2. Defendant Motivate, LLC is a Delaware limited liability company that
3 operates a bicycle sharing system in, among other places, San Francisco and Alameda
4 Counties.

5 3. Defendant Bluecrew, Inc. is a Delaware corporation that provides business services
6 in, among other places, San Francisco and Alameda Counties.

7 4. Plaintiff is informed and believes and, based upon such information and belief,
8 alleges that each of the Defendants designated as Does 1 through 25, inclusive, is contractually,
9 intentionally, negligently, legally, or in some manner, responsible for the events and occurrences
10 more fully described below and which proximately caused injuries and/or damages to Plaintiff as
11 alleged. Plaintiff is unaware of the true names and capacities of those Defendants sued herein as
12 Does 1 through 25, inclusive, and therefore sues such Defendants by fictitious names. Plaintiff
13 will seek leave to amend this Complaint to set forth the true names and capacities of those
14 Defendants when they have been ascertained.

15 5. Plaintiff is informed and believes and, based on such information and belief,
16 alleges that at all times mentioned each of the Defendants was the agent, co-conspirator, and/or
17 employee of the remaining Defendants, and was at all times acting within the scope and purpose
18 of this agency, conspiracy, and/or employment and with the consent and permission of the
19 remaining Defendants and/or in furtherance of the conspiracy.

20 6. Plaintiff is further informed and believes and, based on such information and belief,
21 alleges that at all times relevant hereto that each of the Defendants acted as agent or alter ego of or
22 for the other Defendants such that each is liable for the wrongdoings described herein.

23 **FACTS**

24 7. Motivate, LLC operates a bicycle sharing system in, among other places, San
25 Francisco and Alameda Counties. Bluecrew, Inc. operates a staffing agency in, among other
26 places, San Francisco and Alameda Counties. On information and belief, Defendants employ
27 more than one hundred employees in California. Ms. Paningbatan was employed by Defendants
28 as a non-exempt hourly employee from approximately June 2019 to December 2019.

1 8. Ms. Paningbatan was one of only a few female employees training to be a bicycle
2 mechanic. She was repeatedly harassed and bullied by male mechanics, and two men in
3 particular. They would verbally harass her, steal her tools, disrupt her workstation, sabotage the
4 bicycle she was working on, and similar behavior.

5 9. When Ms. Paningbatan first complained about the men's behavior, she was
6 transferred from San Francisco to Emeryville. However, the two men were transferred there
7 shortly thereafter, and the harassment continued.

8 10. Ms. Paningbatan complained about the harassment multiple times. One supervisor
9 admitted to facing similar treatment when she was a female mechanic, but brushed it off as not a
10 serious concern, essentially claiming that boys will be boys. In or around October 2019, Ms.
11 Paningbatan raised the issue at a meeting of female employees. Two supervisors present at the
12 meeting, including Ms. Paningbatan's direct supervisor, said they would take action, but nothing
13 was ever done. She was told to be the bigger person.

14 11. When she complained about the harassment to HR, Defendants retaliated against
15 her by formally reprimanding her. Ostensibly, the reprimands were related to her being tardy to
16 work, but the timing of the reprimands coincided directly with her complaints. The complaints
17 themselves were never addressed.

18 12. Meanwhile, on or around December 12, 2019, Ms. Paningbatan was bitten by a
19 spider at work. A doctor recommended that she needed accommodations at work while her hand
20 healed. On or around December 24, 2019, Ms. Paningbatan reinjured her hand at work. HR
21 instructed Ms. Paningbatan to leave work and not return until she was medically cleared by a
22 doctor. When Ms. Paningbatan attempted to return to work, she was told that she had been
23 terminated.

24 13. Throughout her employment, Ms. Paningbatan and other employees were denied
25 timely meal and rest periods on numerous occasions. Because Defendants failed to provide timely
26 meal and rest periods, it owes Ms. Paningbatan and other employees one hour of compensation for
27 each day worked without a timely meal period and one hour of compensation for each day worked
28 without a timely rest period. Defendants failed to pay Ms. Paningbatan and other employees those

1 wages when they were due and failed to pay Ms. Paningbatan and other employees those wages
2 upon termination.

3 14. This problem was compounded by Defendants' failure to maintain accurate time
4 records. Ms. Paningbatan and other employees were required to use a faulty mobile app to clock
5 in and out, and that app often did not work correctly. At one point, Ms. Paningbatan and other
6 employees were instructed not to clock out for lunch at all, and that a lunch period would be
7 automatically deducted – regardless of whether the meal period was actually taken or for how
8 long.

9 15. On some occasions, the app would not work at all. Ms. Paningbatan asked her
10 manager to manually approve her hours, but the manager never did, resulting in unpaid wages
11 owed.

12 16. Defendants failed to provide Ms. Paningbatan and other employees with accurate,
13 itemized wage statements. The wage statements did not include a correct statement of hours
14 worked or wages owed and unpaid as set forth above.

15 17. Defendants failed to pay her all wages owed at the time of termination or within 72
16 hours thereof. To the extent that other employees also resigned from or were terminated by
17 Defendants during the past year, Defendants willfully failed to pay those employees all wages due
18 upon termination or within 72 hours of said employees of their resignation.

19 18. On February 27, 2020, counsel for Ms. Paningbatan requested her employment
20 records pursuant to Labor Code §§226, 247.5, 432, and 1198.5. On March 16, 2020, counsel for
21 Ms. Paningbatan received a fax apparently from an entity by the name of "Vensure HR, Inc."
22 containing only a copy of Ms. Paningbatan's W-2 and a two-page spreadsheet summary of her pay
23 history. No other employment records have been provided.

24 19. Ms. Paningbatan brings the claims herein in both an individual and a representative
25 capacity on behalf of the general public under the Private Attorney General Act ("PAGA"), and
26 seeks to vindicate her rights under the Labor Code as well as those of all other aggrieved current
27 and former employees of the Defendants.

28 20. The group of aggrieved employees consists of those employees of Defendants

1 working in California (the "Representative Group") at any time since February 27, 2019, and
 2 through the date of entry of final judgment in this matter (the "Claim Period").

3 21. Defendants' conduct as described herein violates Labor Code §§201, 202, 204,
 4 226, 226.7, 512, 558, and IWC Wage Order Nos. 4-2001 and 9-2001 (8 C.C.R. §§11040,
 5 11090). For these violations, Ms. Paningbatan seeks PAGA penalties pursuant to Labor Code
 6 §§210, 226, 558, and 2699(a) and (f), as well as costs and attorney's fees pursuant to Labor Code
 7 §2699(g)(1) and other applicable law.

8 22. Ms. Paningbatan sent the PAGA notice attached hereto as Exhibit A to each of the
 9 Defendants as well as the LWDA on February 27, 2020. More than sixty-five days have now
 10 elapsed from the submission and service of that notice without response from the LWDA.

11 23. On June 5, 2020, Ms. Paningbatan obtained a Right to Sue letter from the
 12 Department of Fair Employment and Housing.

13 **FIRST CAUSE OF ACTION**

14 **(Wrongful Termination and Discrimination Based on Sex;**

15 **Violation of Gov. Code §12940(a))**

16 24. Plaintiff incorporates the allegations above as though they were fully set forth
 17 herein.

18 25. Defendants harassed Plaintiff, created and knowingly allowed a hostile work
 19 environment for Plaintiff to fester, and ultimately terminated Plaintiff because of her sex and her
 20 refusal to quietly submit to sexual harassment in violation of Gov. Code §12940(a).

21 26. Defendants and their officers, directors, and managing agents intended to cause
 22 Plaintiff injury and/or willfully and consciously disregarded Plaintiff's rights. The conduct
 23 described above was authorized, ratified, and/or personally committed by Defendants' officers,
 24 directors, and managing agents.

25 27. As a proximate result of Defendants' conduct, Plaintiff has suffered, and will
 26 continue to suffer, a loss of wages and other employment benefits, a loss of future earning
 27 capacity, a loss of emotional tranquility, a loss of enjoyment of life, and a loss of reputation, and
 28 has been damaged in an amount to be proved at trial, which amount exceeds the jurisdictional

1 minimum of this court.

2 **SECOND CAUSE OF ACTION**

3 **(Whistleblower Retaliation; Violation of Labor Code §1105.2)**

4 28. Plaintiff incorporates the allegations above as though they were fully set forth
5 herein.

6 29. As detailed above, Plaintiff complained to her supervisors and HR about the
7 unlawful harassment she was experiencing at work. Plaintiff reasonably believed that the matters
8 she was disclosing constituted a violation of state or federal statute, or a violation of or
9 noncompliance with a local, state, or federal rule or regulation.

10 30. Instead of addressing those concerns, Defendants took retaliatory adverse
11 employment actions against Plaintiff, including reprimanding her for pretextual offenses and
12 ultimately terminating her.

13 31. Defendants and their officers, directors, and managing agents intended to cause
14 Plaintiff injury and/or willfully and consciously disregarded Plaintiff's rights. The conduct
15 described above was authorized, ratified, and/or personally committed by Defendants' officers,
16 directors, and managing agents.

17 32. As a result of Defendants' wrongful conduct, Plaintiff has suffered, and will
18 continue to suffer, a loss of wages and other employment benefits, a loss of future earning
19 capacity, a loss of emotional tranquility, a loss of enjoyment of life, and a loss of reputation, and
20 has been damaged in an amount to be proved at trial, which amount exceeds the jurisdictional
21 minimum of this court.

22 **THIRD CAUSE OF ACTION**

23 **(Failure to Provide Meal Periods;**

24 **Violation of Labor Code §§226.7, 512, I.W.C. Wage Order No. 5-2001)**

25 33. Plaintiff incorporates the allegations above as though they were fully set forth
26 herein.

27 34. Plaintiff often worked more than five hours in a workday without being provided a
28 30-minute, uninterrupted, off-duty meal period.

1 35. On these occasions, Defendants failed to pay Plaintiff one additional hour of pay at
2 her regular rate of compensation.

3 36. As a direct and proximate result of Defendants' failure to provide meal periods to
4 Plaintiff and to pay premium meal period wages, Plaintiff has been injured and has sustained
5 damages, including lost compensation for missed meal periods.

6 37. Plaintiff is entitled to recover lost compensation for missed meal periods in an
7 amount according to proof at trial.

8 **FOURTH CAUSE OF ACTION**

9 **(Failure to Provide Rest Periods;**

10 **Violation of Labor Code §§226.7, 512, I.W.C. Wage Order No. 5-2001)**

11 38. Plaintiff incorporates the allegations above as though they were fully set forth
12 herein.

13 39. Plaintiff often worked more than three and one-half hours in a workday without
14 being authorized or permitted to take a paid rest period.

15 40. On these occasions, Defendants failed to pay Plaintiff one additional hour of pay at
16 her regular rate of compensation.

17 41. As a direct and proximate result of Defendants' failure to provide rest periods to
18 Plaintiff and to pay premium rest period wages, Plaintiff has been injured and has sustained
19 damages, including lost compensation for missed rest periods.

20 42. Plaintiff is entitled to recover lost compensation for missed meal periods in an
21 amount according to proof at trial.

22 **FIFTH CAUSE OF ACTION**

23 **(Failure to Provide Accurate Wage Statements; Violation of Labor Code §226)**

24 43. Plaintiff incorporates the allegations above as though they were fully set forth
25 herein.

26 44. Defendants failed to furnish Plaintiff with an accurate itemized statement in writing
27 on the regular paydays showing gross wages earned, total hours worked, net wages earned, and all
28 applicable hourly rates of pay in effect during the pay period, and the corresponding number of

1 hours worked at each hourly rate.

2 45. Defendants knew that they were required by law to furnish accurate itemized
3 statements in writing and intentionally failed to furnish accurate statements to Plaintiff on the
4 regular paydays.

5 46. Plaintiff suffered injury from Defendants' failure to provide accurate itemized
6 statements in writing on the regular paydays. Plaintiff could not promptly and easily determine
7 the amount of gross or net wages earned, the total number of hours worked, or the applicable rates
8 in effect for the corresponding hours.

9 **SIXTH CAUSE OF ACTION**

10 **(Failure to Pay Wages on Time; Violation of Labor Code §§201-204)**

11 47. Plaintiff incorporates the allegations above as though they were fully set forth
12 herein.

13 48. Defendants willfully failed to pay Plaintiff all wages owed both (1) at the time they
14 were due and (2) upon her termination from employment. To date, Defendants have not paid
15 those wages.

16 49. As a direct and proximate result of Defendants' failure to pay Plaintiff all wages
17 owed on time and at the time of her termination, Plaintiff has been injured and has sustained
18 damages in an amount to be proved at trial.

19 **SEVENTH CAUSE OF ACTION**

20 **(Failure to Provide Employment Records;**

21 **Violation of Labor Code §§226, 247.5, 432, and 1198.5)**

22 50. Plaintiff incorporates the allegations above as though they were fully set forth
23 herein.

24 51. On February 27, 2020, counsel for Plaintiff requested her employment records
25 pursuant to Labor Code §§226, 247.5, 432, and 1198.5. On March 16, 2020, counsel for Ms.
26 Paningbatan received a fax apparently from an entity by the name of "Vensure HR, Inc."
27 containing only a copy of Ms. Paningbatan's W-2 and a two-page spreadsheet summary of her pay
28 history. No further documents have been forthcoming.

EIGHTH CAUSE OF ACTION

Violations of the California Labor Code under the Private Attorneys General Act

(Lab. Code §2698, *et seq.*)

52. Plaintiff incorporates the allegations above as though they were fully set forth herein.

53. Plaintiff brings this cause of action in a representative capacity on behalf of the general public pursuant to the California Private Attorneys General Act (Labor Code §2698, *et seq.*), and seeks to vindicate her rights under the Labor Code as well as those of all other aggrieved current and former employees of Defendants.

54. As set forth above, Defendants have violated Labor Code §§201, 202, 204, 226, 226.7, 512, 558, and IWC Wage Order Nos. 4-2001 and 9-2001 (8 C.C.R. §§11040, 11090) with respect to Plaintiff and the Representative Group, who have been injured as a result of these violations.

55. For purposes of this cause of action, the group of aggrieved employees consists of those hourly, non-exempt employees of Defendants working in California (the "Representative Group") at any time since February 27, 2019, and through the date of entry of final judgment in this matter (the "Claim Period").

56. Plaintiff seeks to recover civil penalties for violations of the Labor Code committed by Defendants against Plaintiff and all other aggrieved employees as set out in the PAGA Notice document submitted to the Labor and Workforce Development Agency ("LWDA") on February 27, 2020, a true and correct copy of which is attached as Exhibit A, the contents of which are incorporated herein by reference as though expressly set out herein.

57. For the violations of the Labor Code alleged, Plaintiff and other aggrieved employees have no administrative remedies to exhaust.

58. Plaintiff has fully complied with notice requirements under PAGA by giving written notice to both the LDWA and Defendants pursuant to Labor Code §2699.3(a)(1)(A), and by paying the filing fee required by subsection (a)(1)(B) of the same.

59. Sixty-five calendar days have now passed since Plaintiff gave the LWDA notice of

her PAGA claims, and the LWDA has not responded or taken any position as to those claims.

Accordingly, Plaintiff now has the right to pursue those claims through a representative civil suit pursuant to Labor Code §2699.3(a)(2)(A).

60. Plaintiff has been injured as a direct and proximate result of Defendants' violations of the Labor Code as set out in Exhibit A.

61. Pursuant to Labor Code §2699(a) and (f), Plaintiff accordingly seeks to recover civil penalties against Defendants for the specified Labor Code violations against Plaintiff and all other aggrieved employees.

62. In addition, Plaintiff seeks to recover her reasonable attorneys' fees and costs pursuant to Labor Code §2699(g)(1).

WHEREFORE, Plaintiff, on behalf of herself and members of the Representative Group, prays for relief against Defendants as follows:

1. For damages and penalties according to proof at trial;

2. That Defendants be ordered to pay all civil penalties due to Plaintiff and the Representative Group for Defendants' violations of the Labor Code as alleged, to be distributed to the LWDA and the Representative Group as provided by Labor Code §§558 and 2699 and other applicable law;

3. For costs of suit herein incurred, including attorneys' fees; and

4. For such further relief as the court deems just.

DATED: June 5, 2020

AIMAN-SMITH & MARCY, P.C.


John A. Lutton, Esq.
Attorney for Plaintiff Flouzel Paningbatan

Exhibit A



February 27, 2020

Via Certified Mail

Motivate, LLC
220 36th Street, Suite 3A
Brooklyn, NY 11232

Bluecrew, Inc.
222 Merchandise Mart Plaza, Suite 600
Chicago, IL 60654

Re: PAGA Notice Pursuant to Lab.C. § 2699.3(a)(1) of Violations of the California Labor Code

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Flouzel Paningbatan hereby gives notice of violations of the following sections of the California Labor Code by Motivate, LLC and Bluecrew, Inc. ("Employers"): §§201, 202, 204, 226, 226.7, 512, 558, and IWC Wage Order Nos. 4-2001 and 9-2001 (8 C.C.R. §§11040, 11090). Employers' legal violations as described herein were and are knowing and intentional.

Ms. Paningbatan was an aggrieved employee of Employers as defined by California Labor Code §2699(c) because she was: (1) an employee of Employers within the past 12 months, (2) against whom Employers' violations of the California Labor Code as described herein were committed.

I. Facts and Theories Giving Rise to Employers' Violations of the California Labor Code

Motivate, LLC operates a bicycle sharing system in, among other places, San Francisco and Alameda Counties. Bluecrew, Inc. operates a staffing agency in, among other places, San Francisco. On information and belief, Employers employs more than one hundred employees in California. Ms. Paningbatan was employed by Employers as a non-exempt hourly employee from approximately June 2019 to December 2019.

Throughout her employment, Ms. Paningbatan and other employees were denied timely meal and rest periods on numerous occasions. Because Employers failed to provide timely meal and rest periods, it owes Ms. Paningbatan and other employees one hour of compensation for each day worked without a timely meal period and one hour of compensation for each day worked without a timely rest period. Employers failed to pay

Ms. Paningbatan and other employees those wages when they were due and failed to pay Ms. Paningbatan and other employees those wages upon termination.

The problem was compounded by Employers' failure to maintain accurate time records. Ms. Paningbatan and other employees were required to use a faulty mobile app to clock in and out, and that app often did not work correctly. At one point, Ms. Paningbatan and other employees were instructed not to clock out for lunch at all, and that a lunch period would be automatically deducted – regardless of whether the meal period was actually taken or for how long.

On some occasions, the app would not work at all. Ms. Paningbatan asked her manager to manually approve her hours, but the manager never did, resulting in unpaid wages owed.

Employers failed to provide Ms. Paningbatan and other employees with accurate, itemized wage statements. The wage statements did not include the wages owed and unpaid as set forth above.

When Ms. Paningbatan, Employers failed to pay her all wages owed at the time of termination or within 72 hours thereof. To the extent that other employees also resigned from or were terminated by Employers during the past year, Employers willfully failed to pay those employees all wages due upon termination or within 72 hours of said employees of their resignation.

II. Provisions of the California Labor Code Violated by Employers and Penalties Sought

As a result of Employers' violations of the California Labor Code, as alleged herein, Ms. Paningbatan is entitled to recover civil penalties pursuant to California Labor Code §2699 *et seq.* on behalf of herself and all other former or current California employees of Employers who were subjected to their violations of the California Labor Code as described herein.

For failing to provide meal periods in violation of Labor Code §§512, 558 and Industrial Welfare Commission Wage Order Nos. 4-2001 and 9-2001 (8 C.C.R. §§11040, 11090), Employers are subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512, 558 and Industrial Welfare Commission Wage Order Nos. 4-2001 and 9-2001 (8 C.C.R. §§11040, 11090), in violation of Labor

Code §226.7, Employers are subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide rest periods in violation of Labor Code §558 and Industrial Welfare Commission Wage Order Nos. 4-2001 and 9-2001 (8 C.C.R. §§11040, 11090), Employers are subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §558.

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order Nos. 4-2001 and 9-2001 (8 C.C.R. §§11040, 11090), in violation of Labor Code §226.7, Employers are subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to maintain accurate time records in violation of Labor Code §558 and Industrial Welfare Commission Wage Order Nos. 4-2001 and 9-2001 (8 C.C.R. §§11040, 11090), Employers are subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §558.

For failing to pay all wages due at separation from employment in violation of Labor Code §§201 and 202, Employers are subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay wages on time in violation of Labor Code §204, Employers are subject to civil penalties in the amount of \$100 for each failure to pay each employee for any initial violation, and for each subsequent violation, \$200 for each failure to pay each employee, plus twenty-five percent of the amount unlawfully withheld pursuant to Labor Code §210(a).

For failing to provide accurate, itemized wage statements in violation of Labor Code §226, Employers are subject to civil penalties in the amount of \$50 for the initial pay period in which the violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 pursuant to Labor Code 226(e).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Ms. Paningbatan reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION



John A. Lofton

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