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Superior Court of California
County of Los Angeles

OCT 23 2020

Sherrill L. Gault, Executive Office/Clerk
By: Maisha Pryor, Deputy
Maisha Pryor

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JACOB CARRILLO, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

BIKEHUB, a California corporation; BICYCLE
TRANSIT SYSTEMS, INC., a Delaware
Corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV28879

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **FAILURE TO REIMBURSE
NECESSARY BUSINESS
EXPENSES (LABOR CODE §§
2802, 2804);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and
558);**
- (3) **WAGE STATEMENT
VIOLATIONS (LABOR CODE §
226, *et seq.*);**
- (4) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*); and**
- (6) **CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR
CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Jacob Carrillo, also known as Jacob D. Padilla (“Plaintiff”), on behalf of himself
2 and all others similarly situated, hereby brings this First Amended Class and Representative
3 Action Complaint against Bikehub, a California Corporation; Bicycle Transit Systems, Inc., a
4 Delaware Corporation; and Does 1 through 100, inclusive (collectively “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 class action for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et. seq.*, Labor Code §§ 201-203, 226, 226.7, 512, 558, 2802, 2804, and 2698 *et*
10 *seq.*; and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to
11 seeking declaratory relief and restitution. This class action is brought pursuant to California Code
12 of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
13 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is a California resident, residing in Los Angeles County. During the
23 four years immediately preceding the filing of this action and within the statute of limitations
24 periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as
25 a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
26 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
27 by California Labor Code §§ 201-203, 226, 226.7, 512, 558, 2802, 2804, and 2698 *et seq.*;
28 California Business and Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order

1 4, which sets employment standards for professional, technical, clerical, mechanical and similar
2 occupations.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
5 business by partnering with cities & transit agencies to provide secure bike parking throughout
6 California, and employed Plaintiff and other similarly situated non-exempt employees within Los
7 Angeles County and the state of California and, therefore, were (and are) doing business in Los
8 Angeles County and the State of California.

9 5. Plaintiff does not know the true names or capacities, whether individual, partner,
10 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
11 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
12 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
13 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the Classes (as defined in Paragraph 13) to be subject to the
16 unlawful employment practices, wrongs, injuries, and damages complained of herein.

17 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 mentioned herein, Defendants were and are the employers of Plaintiff and all members of the
19 Classes.

20 7. At all times herein mentioned, each of said Defendants participated in the doing
21 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
22 Defendants, and each of them, were the agents, servants, and employees of each and every one of
23 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
24 were acting within the course and scope of said agency and employment. Defendants, and each
25 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
26 omissions complained of herein.

27 8. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
2 Members (as defined in Paragraph 13).

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff was hired by Defendants as a non-exempt “mechanic” in approximately
5 January 22, 2019 and worked for Defendants until his termination in or around January 2020.
6 Plaintiff’s job duties included, but were not limited to, maintaining and repairing Defendants’
7 fleet of bicycles.

8 10. Defendants failed to adequately reimburse Plaintiff and other non-exempt
9 employees for all reasonable and necessary work expenditures, including, but not limited to, the
10 use of personal cellular phones. Specifically, Plaintiff and other non-exempt employees were
11 required to use their personal cell phones to download several applications or “apps” to complete
12 their job duties for Defendant. Plaintiff was required to download an ADP application to clock
13 in and out of his work shift, as well as clock out and in for his meal periods. Plaintiff was also
14 required to download the “OppsMap” application to locate and track bicycles which needed to be
15 serviced and repaired, and was also required to download an additional application to retrieve
16 work orders from Defendants’ dispatch employees. Despite requiring Plaintiff to use his personal
17 cellular phone for work activities, Defendants did not reimburse Plaintiff for a reasonable portion
18 of his cellular phone expenses, as mandated by *Cochran v. Schwan’s Home Service, Inc.*, 228
19 Cal.App.4th 1137 (2014). Plaintiff and other non-exempt employees were not reimbursed for
20 these work-related expenditures as required pursuant to Labor Code § 2802.

21 11. Plaintiff was not provided with all legally compliant meal periods due to
22 Defendants’ meal period policies/practices which failed to provide Plaintiff and other non-exempt
23 employees with a duty-free, uninterrupted 30-minute meal period commencing before the end of
24 the fifth hour of work. Specifically, Plaintiff was often provided with a meal period that began
25 after the fifth hour of work due to Defendants’ requirement that Plaintiff complete his work duties
26 before taking a meal period. In the event that a legally compliant meal period was not in fact
27 provided, Plaintiff was not always paid a meal period premium required by Labor Code § 226.7.

28 12. As a result of Defendants’ failure to pay all meal period premium wages,

Defendants maintained inaccurate payroll records, issued inaccurate wage statements to Plaintiff, and failed to timely pay all final wages to Plaintiff upon his separation of employment from Defendants.

CLASS ACTION ALLEGATIONS

13. Class Definitions: Plaintiff brings this action on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Expense Reimbursement Class consists of all of Defendants' current and former non-exempt employees in California, during the four years preceding the filing of the Complaint through the present.

b. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work as reflected in their timekeeping records, and who do not have a corresponding meal period premium payment made for such shifts, during the four years immediately preceding the filing of the Complaint through the present.

c. The Wage Statement Class consists of all members of the Meal Period Class who received a wage statement during the one year immediately preceding the filing of the Complaint through the present.

d. The Waiting Time Class consists of Defendants' formerly employed members of the Meal Period Class, during the three years immediately preceding the filing of the Complaint through the present.

14. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes and subclasses is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than one hundred (100) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

15. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly

1 situated employees, which predominate over questions affecting only individual members
2 including, without limitation to:

3 i. Whether Defendants failed to reimburse members of the Expense
4 Reimbursement Class for necessary work expenses;

5 ii. Whether Defendants provided legally compliant meal periods to members
6 of the Meal Period Class;

7 iii. Whether Defendants furnished legally compliant wage statements to
8 members of the Wage Statement Class pursuant to Labor Code § 226; and

9 iv. Whether Defendants' policies and/or practices for the timing and amount
10 of payment of final wages to Plaintiff and Waiting Time Class members at their separation
11 of employment were lawful.

12 16. **Predominance of Common Questions:** Common questions of law and fact
13 predominate over questions that affect only individual members of the Classes. The common
14 questions of law set forth above are numerous and substantial and stem from Defendants' policies
15 and/or practices applicable to each individual class member, such as Defendants' meal period
16 policies/practices and expense reimbursement policies/practices. As such, the common questions
17 predominate over individual questions concerning each individual class member's showing as to
18 his or her eligibility for recovery or as to the amount of his or her damages.

19 17. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
20 Plaintiff was employed by Defendants as a non-exempt employee in California during the
21 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
22 alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' expense
23 reimbursement policies/practices, was subject to Defendants' uniform meal period
24 policies/practices, was furnished with inaccurate and incomplete wage statements, and failed to
25 receive all final wages upon the separation of employment with Defendants.

26 18. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
27 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
28 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of

1 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
2 and-hour class actions in state and federal courts in the past and are committed to vigorously
3 prosecuting this action on behalf of the members of the Classes.

4 19. **Superiority:** The California Labor Code is broadly remedial in nature and serves
5 an important public interest in establishing minimum working conditions and standards in
6 California. These laws and labor standards protect the average working employee from
7 exploitation by employers who have the responsibility to follow the laws and who may seek to
8 take advantage of superior economic and bargaining power in setting onerous terms and
9 conditions of employment. The nature of this action and the format of laws available to Plaintiff
10 and members of the Classes make the class action format a particularly efficient and appropriate
11 procedure to redress the violations alleged herein. If each employee were required to file an
12 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
13 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
14 their vastly superior financial and legal resources. Moreover, requiring each member of the
15 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
16 employees who would be disinclined to file an action against their former and/or current employer
17 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
18 employment. Further, the prosecution of separate actions by the individual class members, even
19 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
20 with respect to the individual class members against Defendants herein; and which would
21 establish potentially incompatible standards of conduct for Defendants; and/or legal
22 determinations with respect to individual class members which would, as a practical matter, be
23 dispositive of the interest of the other class members not parties to adjudications or which would
24 substantially impair or impede the ability of the class members to protect their interests. Further,
25 the claims of the individual members of the classes are not sufficiently large to warrant vigorous
26 individual prosecution considering all of the concomitant costs and expenses attending thereto.
27 As such, the Classes identified in Paragraph 13 are maintainable under Section 382 of the Code
28 of Civil Procedure.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

4 20. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 21. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
6 states that “an employer shall indemnify his or her employees for all necessary expenditures or
7 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
8 his or her obedience to the directions of the employer.”

9 22. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
10 states that “any contract or agreement, express or implied, made by any employee to waive the
11 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
12 employee or his personal representative of any right or remedy to which he is entitled under the
13 laws of this State.”

14 23. Due to Defendants’ unlawful policy and practice of requiring employees to use
15 their personal cellular phones for work-related purposes, and failing to pay reimbursements to
16 Plaintiff and members of the Expense Reimbursement Class, Defendants have violated Labor
17 Code §2802.

18 24. As a proximate result of Defendants’ policies and/or practices in violation of Labor
19 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class suffered
20 damages in sums, which will be shown according to proof.

21 25. Plaintiff and members of the Expense Reimbursement Class are entitled to
22 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

23 26. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
24 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
25 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
26 accrue from the date on which they incurred the initial necessary expenditure.

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of suit according to California Labor Code §§ 226 and 226.3.

FOURTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

35. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including all meal period premium wages.

37. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

38. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

39. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

41. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, et seq., by failing to reimburse necessary business expenses, failing to provide meal periods or pay meal period premium wages, failing to furnish accurate and complete itemized wage statements in violation of Labor Code § 226, and failing to timely pay all wages owed upon separation of employment.

42. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation and/or reimbursements to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

43. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself, and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

44. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

45. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

47. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved

employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to reimburse Plaintiff, the Expense Reimbursement Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;
- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- d. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- e. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174.

48. On July 30, 2020, Plaintiff notified Defendants Bikehub and Bicycle Transit Systems, Inc., via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 47 (a)-(f). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

49. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California between July 30, 2019, and the present.

50. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

1 7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to
2 Labor Code § 203;

3 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
4 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
5 practices declared by this Court to be in violation of Business and Professions Code § 17200, *et*
6 *seq.*;

7 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
8 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
9 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
10 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
11 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
12 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
13 pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation
14 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per
15 pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation
16 per employee per pay period for those violations of the Labor Code for which no civil penalty is
17 specifically provided, based on the Labor Code violations identified in Paragraph 47 (a)-(f);

18 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
19 §§ 218.6, and 2802(b) and Civil Code §§ 3287 and 3289;

20 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
21 226(e), 2802(c), 2699(g), and Code of Civil Procedure § 1021.5; and

22 12. For such other and further relief the Court may deem just and proper.

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24 Date: October 5, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

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26 By: _____

Paul K. Haines
Attorneys for Plaintiff

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Dated: October 5, 2020

By:

Paul K. Haines
Attorneys for Plaintiff