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10 Attorneys for Defendant PELOTON
INTERACTIVE, INC.

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

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

15 Plaintiff,

16 v.

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

19 Defendants.

CASE NO. 2:22-cv-01425-MWF-E

**DEFENDANT PELOTON
INTERACTIVE, INC.'S ANSWER TO
PLAINTIFF'S SECOND AMENDED
COMPLAINT**

DEMAND FOR JURY TRIAL

1 Defendant Peloton Interactive, Inc. (“Peloton”) hereby answers the Second
2 Amended Complaint (“SAC”) of Plaintiff Mark Cohen (“Plaintiff”) as follows:

3 **INTRODUCTION**

4 1. Answering Paragraph 1 of the SAC, Peloton admits only that Plaintiff seeks
5 to bring claims on behalf of a class allegedly pursuant to Code of Civil Procedure section
6 382. Except as expressly admitted, Peloton denies the allegations set forth in Paragraph
7 1 of the SAC, denies that Code of Civil Procedure section 382 applies to Plaintiff’s
8 claims, and denies that this action may be maintained on a class or representative basis.

9 2. Answering Paragraph 2 of the SAC, Peloton admits only that this Court has
10 jurisdiction. Except as expressly admitted, Peloton denies the allegations in Paragraph
11 2 of the SAC and denies that this action may be maintained on a class or representative
12 basis.

13 3. Paragraph 3 of the SAC contains legal conclusions to which no response is
14 required. To the extent a response is required, Peloton denies the allegations set forth in
15 Paragraph 3 of the SAC.

16 4. Paragraph 4 of the SAC contains legal conclusions to which no response is
17 required. To the extent a response is required, Peloton denies the allegations set forth in
18 Paragraph 4 of the SAC.

19 5. Paragraph 5 of the SAC contains legal conclusions to which no response is
20 required. To the extent a response is required, Peloton denies the allegations set forth in
21 Paragraph 5 of the SAC.

22 6. Paragraph 6 of the SAC contains legal conclusions to which no response is
23 required. To the extent a response is required, Peloton denies the allegations set forth in
24 Paragraph 6 of the SAC.

25 7. Answering Paragraph 7 of the SAC, Peloton admits only that Plaintiff, via
26 the SAC, purportedly seeks penalties for certain alleged Labor Code violations pursuant
27 to the California Private Attorneys General Act, Cal. Lab. Code §§ 2698 *et seq.*
28 (“PAGA”). Peloton lacks sufficient knowledge or information to form a belief as to

1 whether Plaintiff provided the appended notice to the LWDA. Except as expressly
2 admitted, Peloton denies the allegations set forth in Paragraph 7 of the SAC.

3 JURISDICTION AND VENUE

4 8. To the extent Paragraph 8 of the SAC states legal conclusions, Peloton is
5 not required to respond. If a response is required, Peloton admits that this Court has
6 jurisdiction. Except as expressly admitted, Peloton denies the allegations set forth in
7 Paragraph 8 of the SAC.

8 9. Answering Paragraph 9 of the SAC, Peloton admits that Plaintiff worked
9 for Peloton in Santa Monica, California and Century City, California, which are located
10 within the Central District of California. Peloton admits that venue is proper in the
11 Central District of California. Except as expressly admitted, Peloton denies the
12 allegations set forth in Paragraph 9 of the SAC.

13 PARTIES

14 10. Answering Paragraph 10 of the SAC, Peloton admits that Plaintiff was
15 employed by Peloton as a Sales Specialist at Peloton's Santa Monica, California or
16 Century City, California Showrooms from on or about and between December 7, 2016
17 to December 14, 2021. Peloton admits that, from time to time, it paid Plaintiff additional
18 remuneration. Peloton also admits that it had a policy and/or procedure whereby
19 Plaintiff would accrue paid vacation time and/or personal time off (PTO). Peloton lacks
20 sufficient information to admit or deny whether it paid Plaintiff or any allegedly
21 similarly situated employees nondiscretionary remuneration that was required to be
22 included in the regular rate of pay, or whether Plaintiff or any allegedly similarly situated
23 employees incurred necessary and reasonable business expenditures for which they
24 sought reimbursement, and on that basis denies the allegations in Paragraph 10. Peloton
25 expressly denies that it violated any provision of the California Labor Code related to
26 Plaintiff's employment, or the employment of any other Peloton employee that Plaintiff
27 seeks to represent, or any other third party or entity. Except as expressly admitted,
28 Peloton denies the allegations set forth in Paragraph 10 of the SAC.

1 11. Answering Paragraph 11 of the SAC, Peloton admits only that Plaintiff was
2 employed by Peloton as a Sales Specialist at Peloton's Santa Monica, California or
3 Century City, California Showrooms from on or about and between December 7, 2016
4 to December 14, 2021. Peloton's last known contact information for Plaintiff reflects
5 that he resided in Los Angeles, California. Except as expressly admitted, Peloton denies
6 the allegations set forth in Paragraph 11 of the SAC.

7 12. Answering Paragraph 12 of the SAC, Peloton denies that it violated any
8 provision of the California Labor Code with respect to any Peloton employee that
9 Plaintiff seeks to represent, or any other third party or entity. Peloton further denies that
10 Plaintiff's allegations cannot be resolved on a classwide or representative basis because
11 of the highly individualized variations that exist as a result of, by way of non-exhaustive
12 illustrative example only, different types of job roles, facilities, work locations, and
13 managers. Except as expressly admitted, Peloton denies the allegations set forth in
14 Paragraph 12 of the SAC.

15 13. Answering Paragraph 13 of the SAC, Peloton admits that it is an interactive
16 fitness platform with certain sales and field operations in the State of California. Peloton
17 admits that it is licensed to, and conducts business in, the State of California. Except as
18 expressly admitted, Peloton denies the allegations set forth in Paragraph 13 of the SAC.

19 14. Paragraph 14 of the SAC contains a pleading device and legal conclusion
20 to which no response is required. To the extent a response is required, Peloton denies
21 the allegations set forth in Paragraph 14 of the SAC.

22 15. Paragraph 15 of the SAC contains a pleading device and legal conclusion
23 to which no response is required. To the extent a response is required, Peloton denies
24 the allegations set forth in Paragraph 15 of the SAC.

25 16. Paragraph 16 of the SAC contains a pleading device and legal conclusion
26 to which no response is required. To the extent a response is required, Peloton denies
27 the allegations set forth in Paragraph 16 of the SAC.
28

1 17. Paragraph 17 of the SAC contains a pleading device and legal conclusion
2 to which no response is required. To the extent a response is required, Peloton denies
3 the allegations set forth in Paragraph 17 of the SAC.

4 18. Paragraph 18 of the SAC contains a pleading device and legal conclusion
5 to which no response is required. To the extent a response is required, Peloton denies
6 the allegations set forth in Paragraph 18 of the SAC.

7 **CLASS ACTION ALLEGATIONS**

8 19. Paragraph 19 of the SAC contains a pleading device and legal conclusion
9 to which no response is required. To the extent a response is required, Peloton denies
10 the allegations set forth in Paragraph 19 of the SAC, denies that Code of Civil Procedure
11 section 382 applies to Plaintiff's claims, and denies that this action may be maintained
12 on a class or representative basis.

13 20. To the extent Paragraph 20 of the SAC states legal conclusions, Peloton is
14 not required to respond. If a response is required, Peloton denies the allegations set forth
15 in Paragraph 20 of the SAC and denies that this action may be maintained on a class or
16 representative basis.

17 21. To the extent Paragraph 21 of the SAC states legal conclusions, Peloton is
18 not required to respond. If a response is required, Peloton denies the allegations set forth
19 in Paragraph 21 of the SAC and denies that this action may be maintained on a class or
20 representative basis.

21 22. Answering Paragraph 22 of the SAC, Peloton denies that it violated any
22 provision of the California Labor Code with respect to any Peloton employee that
23 Plaintiff seeks to represent, or any other third party or entity. Peloton further denies that
24 Plaintiff's allegations cannot be resolved on a classwide or representative basis because
25 of the highly individualized variations that exist as a result of, by way of illustrative and
26 non-exhaustive example only, different facilities, job roles, work locations, and
27 managers. Except as expressly admitted, Peloton denies the allegations set forth in
28 Paragraph 22 of the SAC.

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