

1 JEFFREY A. COHEN – SBN 149615
jcohen@cohenblg.com
2 TORIN A. DORROS – SBN 191228 (Of Counsel)
tdorros@cohenblg.com
3 NADINE ALSAADI – SBN 339899
nalsaadi@cohenblg.com
4 **COHEN BUSINESS LAW GROUP**
A Professional Corporation
5 10990 Wilshire Blvd. Suite 1025
Los Angeles, California 90024-3928
6 Tel (310) 469-9600 • Fax (310) 469-9610

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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

7 *Attorneys for Plaintiff GREEN COMMUTER, INC.*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 GREEN COMMUTER, INC., a California
Corporation,

11
12 Plaintiff,

13 v.

14 GREENPOWER MOTOR COMPANY, INC., a
Delaware Corporation; SAN JOAQUIN
15 VALLEY EQUIPMENT LEASING, INC., a Utah
16 Corporation and DOES 1 through 100, inclusive,

17 Defendants.
18
19
20
21

Case No. **23STCV11470**

COMPLAINT FOR:

- (1) Breach of Contract
- (2) Breach of Contract
- (3) Breach of Contract
- (4) Breach of Contract
- (5) Conversion
- (6) Unjust Enrichment
- (7) Intentional Interference with Contractual Relations
- (8) Negligent Interference with Contractual Relations
- (9) Violation Of California’s Unfair Competition Law § 17200, et seq.

(DEMAND FOR TRIAL BY JURY)

22
23 Plaintiff, GREEN COMMUTER, INC. alleges as follows:

24 **THE PARTIES**

25 1. Plaintiff Green Commuter, Inc. (“Green Commuter,” or “Plaintiff”) is, and at all times
26 herein mentioned was, a resident of the County of Los Angeles, California.

27 2. Plaintiff is informed and believes and, on the basis of such information and belief, alleges
28 that Defendant GREENPOWER MOTOR COMPANY, INC. (“Greenpower”) is, and at all times herein

1 mentioned was, a corporation duly organized and existing under and by virtue of the laws of Delaware,
2 with an office in San Bernardino County, California.

3 3. Plaintiff is informed and believes and, on the basis of such information and belief, alleges
4 that Defendant SAN JOAQUIN VALLEY EQUIPMENT LEASING, INC (“San Joaquin Leasing”) is,
5 and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of
6 the laws of Utah, with an office in San Bernardino County, California.

7 4. The true names and capacities of DOES 1 through 100, inclusive, whether individual,
8 corporate, associate or otherwise, are unknown to Plaintiff at this time, who therefore sues said
9 Defendants by such fictitious names, and when the true names, capacities, and relationships of such
10 Defendants are ascertained, Plaintiff will ask leave of Court to amend this complaint to insert the same.
11

12 **JURISDICTION AND VENUE**

13 5. Pursuant to California Code of Civil Procedure (“CCP”) § 410.10, this Court has
14 jurisdiction over Greenpower and San Joaquin Leasing (collectively “Defendants”) because Defendants
15 are business entities with offices in California and maintain sufficient minimum contacts with the State
16 of California so far as to render exercise of jurisdiction over Defendants consistent with traditional notions
17 of fair play and substantial justice. Further, damages exceed the jurisdictional minimum of this Court.

18 6. Greenpower entered into two separate and distinct contracts with Green Commuter. Both
19 of these contracts were executed in the County of Los Angeles. Further, the contracts oblige Greenpower
20 to deliver goods to Green Commuter at 525 South Hewitt Street, Los Angeles, CA 90013.

21 7. Pursuant to CCP § 395.5, the venue is proper in this Court because Defendants’ obligations
22 to Plaintiff arose in the County of Los Angeles, California, through its business transactions. Los Angeles
23 is where the contracts are made and are to be performed.
24

25 **FACTS COMMON TO ALL CAUSES OF ACTION**

26 8. Plaintiff Green Commuter is an all-electric vehicle rental company that offers electric
27 vehicles (hereinafter “EV”) for car sharing, vanpooling and fleet replacement purposes.
28

1 9. As a part of Plaintiff’s business, Plaintiff acquires EVs from various manufacturers and
2 offers those EVs, through a variety of arrangements to third parties in an effort to maximize the use of
3 zero-emission vehicles.

4 10. Defendants are an Electric Vehicle (“EV” - Cargo Van and Passenger Van) manufacturing
5 company with which Plaintiff works to provide implementation and other services and for other reasons
6 including as a supplier for vehicles sold to customers of Plaintiff and others where Plaintiff operates as
7 an installation, service, repair and maintenance partner for Defendant’s direct sale vehicles.

8 11. This matter involves four distinct agreements for a total of 150 EVs which were entered
9 into by and between Defendants and either Plaintiff (Agreements 1 – 3) or in the case of Agreement 4,
10 six third party fleets which have each assigned all rights thereunder to Plaintiff herein.

11 12. Each of the Agreements are identified and alleged individually below along with the
12 corresponding number of vehicles involved as follows:

- 13 a. Agreement One – Passenger Van Purchase Agreement (100 Vehicles)
- 14 b. Agreement Two – Passenger Van Finance Agreement (Same vehicles as One)
- 15 c. Agreement Three – Cargo Van Broker Agreement (21 Vehicles)
- 16 d. Agreement Four – Assigned Cargo Van Purchase Orders (29 Vehicles)

17 **AGREEMENT I - Passenger Van Purchase Agreement**

18 13. On or about April 12, 2019, Plaintiff and Defendant Greenpower entered into an
19 agreement where Greenpower was to sell one hundred (100 – later amended to 96) electronically powered
20 EV Star Vehicles to Plaintiff Green Commuter (hereinafter “Passenger Van Purchase Agreement”).

21 14. The Passenger Van Purchase Agreement was executed in the form of a purchase order that
22 specified the number of EVs to be delivered to Green Commuter at 525 South Hewitt Street, Los Angeles,
23 CA 90013, with corresponding vehicle specifications and delivery dates.

24 15. Defendant Greenpower was to receive funding from the state of California in the form of
25 ninety-six vouchers for an approximate amount of \$90,000 each, one for each EV that will be delivered
26 to Plaintiff under California’s Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project
27 (hereinafter “HVIP Voucher”). Per the terms of the Passenger Van Purchase Agreement, each HVIP
28

1 Voucher was to be applied against the \$143,000 purchase price of each EV. Upon information and belief,
2 Greenpower received ninety-six HVIP Vouchers for the benefit of Plaintiff.

3 16. Greenpower was also set to receive an additional Disadvantaged Community Incentive for
4 an approximate amount of \$10,000 per EV domiciled by Plaintiff within a disadvantaged community.
5 Per the terms of the Passenger Van Purchase Agreement, the \$10,000 Disadvantaged Community
6 Incentive voucher was to be applied to the \$143,000 purchase price of each EV. Upon information and
7 belief, Greenpower received ninety-six of the \$10,000 Disadvantaged Community Incentive vouchers for
8 the benefit of Plaintiff.

9 17. Then, on or about November 26, 2019, Greenpower and Green Commuter executed an
10 amendment to the Passenger Van Purchase Agreement which, *inter alia*, reduced the number of vehicles
11 to be delivered to Green Commuter to ninety-six (96) vehicles.

12 18. While Greenpower commenced performance of a portion of its duties and obligations
13 under the Passenger Van Purchase Agreement, it has failed to deliver approximately 10% of the agreed
14 vehicles, leaving the balance of its obligations wholly unfulfilled without any justification or excuse
15 therefor.

16 19. Defendant Greenpower has failed and refused, and continues to refuse, to deliver ten (10)
17 of the ninety-six vehicles (96) constituting a material breach of the Passenger Van Purchase Agreement
18 leading to significant and substantial damages to Plaintiff as set forth below.

19 20. Plaintiff performed and substantially performed all duties and obligations of the Passenger
20 Van Purchase Agreement.

21 **AGREEMENT II - Lease Finance Agreement**

22 21. On or about December 17, 2019 Green Commuter entered into a lease finance agreement
23 with San Joaquin Leasing (hereinafter "Lease Finance Agreement") wherein Defendant San Joaquin
24 Leasing, the Lessor, was obligated to finance the purchase of the vehicles acquired by Plaintiff in the
25 Passenger Van Purchase Agreement.

26 22. Per the terms of the Lease Finance Agreement, San Joaquin Leasing was to finance
27 plaintiff's acquisition of the Passenger Van Purchase Agreement vehicles through a thirty-six (36) month
28 lease.

1 23. The Lease Finance Agreement provides that at the end of the Lease, Green Commuter has
2 the option to purchase the subject EVs which are the subject of the Passenger Van Purchase Agreement
3 upon tender of final payment.

4 24. Accordingly, Green Commuter was ultimately to own ninety-six (96) EVs after the
5 expiration of the lease with San Joaquin and tender of payments due in the contract, free and clear of any
6 liens.

7 25. Plaintiff performed and substantially performed all duties and obligations of the Lease
8 Finance Agreement.

9 26. Plaintiff Green Commuter made payments of approximately \$71,000 towards the ten EVs
10 that were never delivered leaving Defendant with an over payment in this amount which was seemingly
11 intentionally disregarded by Defendants when they proceeded to wrongfully repossess the EVs that were
12 taken back from Plaintiff and from Plaintiff's customers as alleged elsewhere herein. .

13 27. Defendants Greenpower and San Joaquin Leasing, with complete disregard to Lease
14 Finance Agreement, Passenger Van Purchase Agreement, and the Passenger Van Finance Agreement
15 unlawfully repossessed eighteen (18) of the eighty-six (86) EVs that are subject to the Passenger Van
16 Purchase Agreement in an effort to deprive Green Commuter of their benefit.

17 28. Specifically, on or about April 3, 2023 Defendants, unlawfully, took possession of eight
18 EVs leased by Plaintiff Green Commuter. Upon such repossession, Defendants provided Green
19 Commuter with repossession notices stating that Greenpower took this aggressive action due to Green
20 Commuter's non-payment of lease monies.

21 29. Then again, on or about April 4, 2023 Defendants unlawfully repossessed an additional
22 eight EVs.

23 30. On or about April 22, 2023, Defendants unlawfully repossessed an additional two EVs,
24 bringing the total of the unlawfully repossessed vehicles by Greenpower to eighteen (18) EVs.

25 31. In taking this action Defendants and each of them disregarded a payment that Green
26 Commuter made, on or about March 31, 2023, for the vehicles repossessed after the payment had been
27 made. The payment made by Green Commuter brought Green Commuter's account to be current and
28 there were no balances owed to Greenpower.

1 32. In addition, in taking this action, Defendants, and each of them also disregarded a good
2 faith deposit of approximately \$75,000 which Plaintiff Green Commuter had made toward any amounts
3 due under the agreements.

4 **AGREEMENT III - Broker Agreement**

5 33. On or about August 31, 2022 Defendant Greenpower contracted with Plaintiff to allow
6 Plaintiff to order, upon demand, up to (21) Cargo EV Star vans from Greenpower for Plaintiff's customers
7 ("Broker Agreement")

8 34. Pursuant to the Broker Agreement, Plaintiff was to pay all sales tax, and level-2 charger
9 cost and shipping cost pertaining to the acquisition of the 21 vehicles.

10 35. Defendant Greenpower was to be compensated for the purchase of these EVs by way of
11 vouchers from the State of California intended to encourage the adoption of EVs.

12 36. Based upon Plaintiff's information and belief, Defendant Greenpower submitted twenty-
13 one (21) vouchers to the State of California Hybrid and Zero-Emission Truck and Bus Voucher Incentive
14 Project ("HVIP") wherein Greenpower was approved to receive the vouchers in an approximate amount
15 between \$120,000-\$129,000 per Cargo EV Star van from HVIP.

16 37. According to the Broker Agreement, Plaintiff was granted the "first option" to purchase
17 vehicles for "a compliant small fleet per ISEF eligibility".

18 38. Defendant Greenpower agreed to a fixed price for each of the EVs under the Broker
19 Agreement, of \$105,000 per vehicle which was to be paid though the HVIP program vouchers for the
20 benefit of Plaintiff's customers under the Broker Agreement who had each agreed to rent the vehicles
21 from Plaintiff.

22 39. As part of the Broker Agreement and as part of the consideration for the Broker
23 Agreement, Plaintiff agreed to pay the Sales Tax, Level-2 charger cost and shipping cost all up front for
24 the benefit of Plaintiff's customers under the Broker Agreement.

25 40. The voucher amounts for each vehicle under the Broker Agreement were to be in the
26 amounts of \$129,000 for seventeen of the twenty-one EVs and \$120,000 for four of the twenty-one EVs
27 for a total of \$2,993,000.

1 41. Plaintiff procured agreements from its customers for a total of 21 EVs and tendered
2 payment of all fees and costs.

3 42. Plaintiff fulfilled all of its other obligations under the Broker Agreement.

4 43. Defendant Greenpower has failed and refused and continues to fail and refuse to deliver
5 all twenty-one Cargo EV Star vans as promised to the fleets under the fleet purchase agreements, thereby
6 constituting a material breach of the Broker Agreement by Defendant Greenpower.

7 **AGREEMENT IV – Assigned Cargo Van Purchase Orders**

8 44. On or about August 30, 2022 Greenpower entered into not one but six (6) individual and
9 largely identical purchase orders (“Purchase Orders”) to provide a total of twenty-nine (29) Cargo EV
10 Star vans to 6 individual and independent third party companies interested in incorporating electronic
11 vehicles into the services they provide. (the “Fleets”).

12 45. Each of the Purchase Orders under Agreement Four specified the number of EVs to be
13 delivered to each fleet and other details alleged herein and otherwise.

14 46. Plaintiff has standing to bring the present claim under Agreement Four because each of
15 the fleets has permanently, completely and irrevocably assigned their rights under the individual Purchase
16 Orders to Plaintiff herein so as to permit Plaintiff to assert these claims as part of the present action, which
17 is the most economical and efficient manner of doing so.

18 47. Pursuant to Purchase Orders, and each of them, Greenpower was to deliver 29 Cargo EV
19 Star vans to the six fleets at no cost to the fleets but was to be compensated for the EVs through incentive
20 vouchers granted by the State of California, to incentivize the adoption and replacement of gas powered
21 vehicles with EVs.

22 48. Upon information and belief, Defendant Greenpower submitted and was approved for
23 twenty-nine (29) vouchers through the State of California Hybrid and Zero-Emission Truck and Bus
24 Voucher Incentive Project (the same department referenced above but under a different program) wherein
25 Greenpower was to receive vouchers covering the costs of the twenty-nine vehicles as consideration for
26 the cost of the EVs acquired by the Fleets in the Purchase Orders, and each of them.

27 49. The Fleets each trusted and relied upon Greenpower’s express promise to deliver the
28 twenty-nine Cargo EV Star vans to the Fleets on or before September 30, 2022.

1 50. Defendant Greenpower failed and refused, and continues to refuse, to deliver the twenty-
2 nine Cargo EV Star vans as promised to the Fleets.

3 51. Each of the Fleets performed and substantially performed all duties and obligations of
4 Assigned Cargo Van Purchase Orders.

5
6 **FIRST CAUSE OF ACTION**

7 **BREACH OF CONTRACT**

8 **(AGREEMENT I - PASSENGER VAN PURCHASE AGREEMENT)**

9 **(Against All Defendants and DOES 1 - 5)**

10 52. Plaintiff incorporates by reference and realleges all prior paragraphs of the Complaint,
11 herein, as though set forth herein at length.

12 53. On or about April 12, 2019, Plaintiff and Greenpower entered into the Passenger Van
13 Purchase Agreement.

14 54. Under the Passenger Van Purchase Agreement, Plaintiff agreed to acquire from Greenpower
15 and Greenpower agreed to sell and deliver to Plaintiff, Ninety-Six (96) Passenger EVs to Green Commuter
16 (“Passenger EVs”).

17 55. As consideration for the contract, Greenpower received \$100,000 in vouchers from the State
18 of California for each of the Passenger EVs sold to Plaintiff under the Passenger Van Purchase Agreement.

19 56. As part of the transaction, Plaintiff entered into a lease agreement with Defendant San
20 Joaquin Leasing, independently and as the agent for Greenpower, for San Joaquin to finance the purchase
21 of the Passenger EVs through the lease for a thirty-six (36) month period.

22 57. Defendants, and each of them, materially breached the Contract by failing to deliver and
23 finance ten (10) of the purchased EVs according to the terms of the Passenger Van Purchase Agreement.

24 58. Defendants have failed and refused, and continues to refuse, to deliver ten (10) of the ninety-
25 six vehicles they were obligated to deliver under the Passenger Van Purchase Agreement, constituting a
26 material breach of the agreement.

27 59. Plaintiff has substantially performed all terms, conditions, and covenants of the Contract.
28

1 78. Plaintiff has substantially performed all terms, conditions, and covenants of Broker
2 Agreement.

3 79. Specifically, Plaintiff tendered its offer to perform services to the twenty-one (21) EVs
4 multiple times and was ready to perform the services under the Broker Agreement.

5 80. Greenpower has failed to make the payments it was required to make to Green Commuter
6 under the agreement.

7 81. Greenpower has failed to perform any of its obligations under Broker Agreement and has
8 thereby deprived Green Commuter from realizing the benefit of the agreement.

9 82. Defendant Greenpower materially breached the Contract by failing to make the payments
10 required therein.

11 83. As a result of Defendant Greenpower failure and refusal to perform its obligations under
12 the Broker Agreement, Green Commuter has suffered damages that total to at least \$468,000 due to
13 Greenpower's breach of the Broker Agreement.

14
15 **FOURTH CAUSE OF ACTION**

16 **BREACH OF CONTRACT**

17 **(AGREEMENT FOUR – ASSIGNED CARGO VAN PURCHASE ORDERS)**

18 **(Against Defendant Greenpower and DOES 11 - 15)**

19 84. Plaintiff incorporates by reference and realleges all prior paragraphs of the Complaint,
20 herein, as though set forth herein at length.

21 85. At all times relevant herein, it was contemplated by and between the Plaintiff and
22 Defendants that Plaintiff would identify, locate and procure agreements to purchase vehicles from fleets
23 eligible to participate in the EV programs of the State of California. This role was known as a "Provider".

24 86. On or about August 30, 2022, Greenpower and six fleets entered into the Cargo Van
25 Purchase Orders identifying Plaintiff as the Provider

26 87. Under the Cargo Van Purchase Orders, each of the Fleets agreed to acquire from
27 Greenpower and Greenpower agreed to sell and deliver to the Fleets, a total of twenty-nine (29) Cargo EV
28 Star vans.

1 88. Each of the Fleets, in good faith, performed all obligations under its respective Purchase
2 Order, namely being eligible under the programs identified therein, and placing their respective orders for
3 the EVs identified on their respective Purchase Orders.

4 89. Defendants, and each of them, materially breached the Contract by failing to deliver any of
5 the twenty-nine (29) purchased EVs according to the terms of the Purchase Orders.

6 90. Each of the fleets has permanently, completely and irrevocably assigned their rights under
7 the individual Purchase Orders to Plaintiff herein so as to exclusively permit Plaintiff to assert these
8 claims.

9 91. As a result of Defendants failure and refusal to perform its obligations under the Purchase
10 Orders, and each of them, the Fleets, and each of them sustained significant loss and damage in an amount
11 to be determined at trial.

12
13 **FIFTH CAUSE OF ACTION**

14 **CONVERSION**

15 **(18 OF THE 96 – AGREEMENT ONE PASSENGER EVs)**

16 **(Against All Defendants)**

17 92. Plaintiff incorporates by reference and realleges all prior paragraphs of the Complaint,
18 herein, as though set forth herein at length.

19 93. Pursuant to Agreement One – the Passenger Van Purchase Agreement – 96 Vehicles,
20 alleged above, Defendant Greenpower did deliver eighty-six (86) of the ninety-six (96) vehicles it was
21 obligated to provide leaving ten (10) undelivered as promised.

22 94. Plaintiff has, at all relevant times herein, either sold or otherwise had control over all of
23 the eighty-six (86) EVs which were delivered.

24 95. At all relevant times herein, Defendants Greenpower and San Joaquin Leasing knew of
25 Plaintiff right to sell or possess the eighty-six (86) vehicles.

26 96. Despite the actual knowledge of Plaintiff’s rights, Defendants, and each of them,
27 knowingly, intentionally, and unlawfully did and caused third parties to repossess eighteen (18) of the
28 eighty-six (86) EVs between April 3, 2023 and April 22, 2023 without Green Commuter consent.

1 97. Such repossession was unlawful and was conducted after payment in full under all
2 obligations related to the EVs.

3 98. Defendants substantially interfered with Plaintiff’s access and control of the eighteen (18)
4 EVs and thereby substantially interfered with Plaintiff’s possessory rights while knowing that that the
5 vehicles had already been committed to third party customers of Plaintiff.

6 99. Some of the repossessed vehicles were being used by Green Commuter customers on a
7 daily basis, and in some cases, Green Commuter customers have invested their own money to customize
8 the vehicles with special equipment, such as monitors and vehicle wraps to fit their needs prior to the
9 time they were unlawfully repossessed.

10 100. Further, Plaintiff or Plaintiff’s customers have not been able to use those eighteen
11 repossessed EVs since beginning of April of 2023 due to Defendants Greenpower and San Joaquin
12 Leasing conversion of Plaintiff’s eighteen EVs as to both the value of the vehicles Plaintiff was to acquire
13 and the rental income derived therefrom during the lease term.

14 101. Plaintiff did not consent to Defendants Greenpower and San Joaquin Leasing repossession
15 of any vehicle under Plaintiff’s control.

16 102. As a foreseeable and consequential result of Defendants interference with Plaintiff’s
17 rights, Plaintiff has suffered damages according to proof at trial.

18
19 **SIXTH CAUSE OF ACTION**

20 **UNJUST ENRICHMENT**

21 **(18 OF THE 100 AGREEMENT ONE PASSENGER EVs)**

22 **(Against All Defendants)**

23 103. Plaintiff incorporates by reference and realleges all prior paragraphs of the Complaint,
24 herein, as though set forth herein at length.

25 104. Pursuant to the Passenger Van Purchase Agreement – 96 Vehicles, alleged above,
26 Defendant Greenpower did deliver eighty-six (86) of the ninety-six (96) vehicles it was obligated to
27 provide leaving ten (10) undelivered as promised.

1 105. Plaintiff has, at all relevant times herein, either sold or otherwise had control over all of
2 the (86) EVs which were delivered.

3 106. At all relevant times herein, Defendants Greenpower and San Joaquin Leasing knew of
4 Plaintiff right to possession or control of the eighty-six (86) vehicles.

5 107. Despite the actual knowledge of Plaintiff's rights, Defendants, and each of them,
6 knowingly, intentionally, and unlawfully did and caused third parties to repossess eighteen (18) of the
7 eighty-six (86) EVs between April 3, 2023 and April 22, 2023 without Green Commuter consent.

8 108. Such repossession was unlawful and was conducted after payment by Plaintiff in full
9 under all obligations related to the EVs.

10 109. Defendants and each of them have had, kept, maintained and have refused to return the
11 eighteen (18) vehicles since they were unjustly taken from Plaintiff and have been thereby unjustly
12 enriched by the value of the vehicles, including any and all revenue derived therefrom.

13 110. Defendants unjustly received eighteen vehicles that belong to Plaintiff at the expense of
14 Plaintiff.

15 111. But for Defendants unlawful repossession, Defendants would not have realized the benefit
16 of eighteen EVs under their possession and control.

17 112. Defendants Greenpower and San Joaquin Leasing are not entitled to any of the eighty-six
18 EVs subject of the Passenger Van Vehicle Agreement. There were no monies owed to Defendants at the
19 time Defendants unlawful repossession took place.

20 113. Defendants Greenpower and San Joaquin Leasing actions are a substantial factor in
21 Plaintiff's damages, including but not limited to monetary damages.

22 114. Plaintiff has been damaged by Defendants Greenpower and San Joaquin Leasing
23 conversion in an exact amount to be proven at trial but in excess of the jurisdictional minimum of this
24 court.

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1 **SEVENTH CAUSE OF ACTION**

2 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

3 **(Against All Defendants)**

4 115. Plaintiff incorporates by reference and realleges all prior paragraphs of the Complaint,
5 herein, as though set forth herein at length.

6 116. At all relevant times herein, Green Commuter had and has existing business/contractual
7 relationships with individuals, entities, and organizations relating to its business regarding the renting of
8 (a) ten (10) vehicles not delivered under the Passenger Van Purchase Agreement; (b) twenty-nine EVs
9 under the Assigned Cargo Van Purchase Orders; and (c) the twenty-one (21) vehicles under the Broker
10 Agreement.

11 117. Defendants, by the actions alleged herein, intentionally disrupted Green Commuter's
12 contractual relations with various third-parties, namely the fleets, other customers, and service providers
13 of Green Commuter by intentionally failing to provide and unlawfully repossessing the vehicles under
14 each contract thereby causing the inability of Green Commuter to perform under its existing contracts
15 between Green Commuter and third-parties.

16 118. At all relevant times herein Greenpower was aware of the third-party agreements and the
17 damage to Plaintiff that would result from the conduct of the Defendants alleged herein.

18 119. Defendants intentionally acted to disrupt Green Commuter's contracts with fleets and
19 service providers by (1) failing to deliver ten of the ninety-six EVs in the Passenger Van Purchase
20 Agreement; (2) failing to deliver twenty-one EVs subject to the Broker Agreement; (3) failing to deliver
21 twenty-nine EVs subject to Assigned Cargo Van Purchase Orders; and (4) unlawfully repossessing
22 eighteen (18) passenger vans subject to the Passenger Van Purchase Agreement.

23 120. As a direct and proximate result of Defendants' conduct, Green Commuter has sustained,
24 and will continue to sustain, immediate and irreparable harm and injury including but not limited to loss
25 of business relationships.

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28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **NEGLIGENT INTERFERENCE WITH CONTRACTUAL RELATIONS**

3 **(Against All Defendants)**

4 121. Plaintiff incorporates by reference and realleges all prior paragraphs of the Complaint,
5 herein, as though set forth herein at length.

6 122. At all relevant times herein, Green Commuter had and has existing business/contractual
7 relationships with individuals, entities, and organizations relating to its business for the purpose of renting
8 (a) the ten (10) vehicles not delivered under the Passenger Van Purchase Agreement; (b) twenty-nine
9 EVs subject to Assigned Cargo Van Purchase Orders; and (c) the twenty-one (21) vehicles under the
10 Broker Agreement.

11 123. Defendants and each of them were aware of these third-party agreements.

12 124. By having such knowledge, Defendants, and each of them had a duty to avoid taking action
13 that would or could cause economic harm in the form of Plaintiff's resulting breach of third-party
14 agreements.

15 125. Defendants, by the actions alleged herein, negligently disrupted Green Commuter's
16 contractual relations with various third-parties, namely the fleets, other customers, and service providers
17 of Green Commuter by intentionally failing to provide and unlawfully repossessing the vehicles under
18 each contract thereby causing the inability of Green Commuter to perform under its existing contracts
19 between Green Commuter and third-parties.

20 126. At all relevant times herein Greenpower was aware of the third-party agreements and the
21 damage to Plaintiff that would result from the conduct of the Defendants alleged herein.

22 127. Defendants negligently acted to disrupt Green Commuter's contracts with fleets and
23 service providers by ((1) failing to deliver ten of the ninety-six EVs in the Passenger Van Purchase
24 Agreement; (2) failing to deliver twenty-one EVs subject to the Broker Agreement; (3) failing to deliver
25 twenty-nine EVs subject to Assigned Cargo Van Purchase Orders; and (4) unlawfully repossessing
26 eighteen (18) passenger vans subject to the Passenger Van Purchase Agreement.

27
28

1 that unfairness is determined by weighing the reasons, justifications and motives of the practice against
2 the gravity of the harm to the alleged victims.

3 135. Defendant’s actions constitute “unfair” business practices because, as alleged above,
4 Defendants refused to deliver vehicles, required that vehicle not yet delivered were registered with the
5 State of California, required Plaintiff to make lease finance payments on vehicles not yet in their
6 possession, and repossessed vehicles that had been paid for prior and brought current to the repossession
7 occurring.

8 136. The harm to Plaintiff outweighs the utility of Defendants conduct in that there were
9 reasonably available alternatives to further Defendants legitimate business interests other than the by way
10 of the highly inequitable, misleading and deceptive conduct described herein.

11 **“Unlawful” Prong**

12 137. Defendant’s acts and practices alleged above constitute unlawful business acts or practices
13 as they have violated state law in connection with their conversion of Plaintiff’s vehicles. California Civil
14 Code § 3336 prohibits “... the wrongful conversion of personal property”. (Civil Code C §3336).

15 138. The violation of any law constitutes an “unlawful” business practice under the UCL.

16 139. As detailed herein, the acts and practices alleged were intended to and did result in
17 wrongful conversion of the vehicles which are personal property of Plaintiff under the statue.

18 140. Pursuant to the UCL, Plaintiff is entitled to permanent injunctive relief and order
19 Defendants to cease this unfair competition, as well as disgorgement and restitution to Plaintiff of all
20 Defendants’ revenues associated with its unfair competition, or such portion of those revenues as the
21 Court may find equitable.

22
23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

25 1. Injunctive relief ordering Defendants Greenpower and San Joaquin Leasing, their agents,
26 servants, employees, successors and assigns, and all others in concert and privity with Defendants, to stop
27 unlawfully repossessing EVs under Plaintiff’s control;

28

1 2. Constructive trust for any revenues generated by the use of the converted property while
2 under Defendants' possession, custody or control;

3 3. Monetary damages according to proof;

4 4. Compensatory damages according to proof;

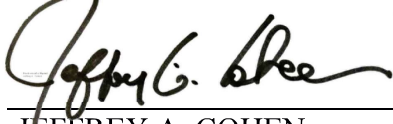
5 5. Attorney's fees and costs pursuant to CCP §1021.5.

6 6. As to the Ninth Cause of action, permanent injunctive relief, an order that Defendants
7 cease the identified unfair competition, as well as disgorgement and restitution to Plaintiff of all
8 Defendants' revenues associated with its unfair competition, or such portion of those revenues as the
9 Court may find equitable and proper.

10 7. Such other and further relief as the Court shall find just and proper.

11 Dated: May 19, 2023

COHEN BUSINESS LAW GROUP
A Professional Corporation

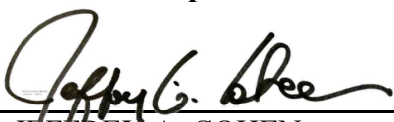
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13 By: 
14 _____
15 JEFFREY A. COHEN
16 NADINE ALSAADI
17 *Attorneys for Plaintiff*
18 Green Commuter, Inc.

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18 **REQUEST FOR TRIAL BY JURY**

19 Plaintiff hereby requests a jury trial for all issues triable by jury including, but not limited
20 to, those issues and claims set forth in any amended complaint or consolidated action.

21 Dated: May 19, 2023

COHEN BUSINESS LAW GROUP
A Professional Corporation

22
23 By: 
24 _____
25 JEFFREY A. COHEN
26 NADINE ALSAADI
27 *Attorneys for Plaintiff*
28 Green Commuter, Inc