IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

TENITA BRYANT, THEODORE MCQUEEN, MARCUS MOORE, ANGELO MCKENZIE and LARRY GARDNER, JR. individually and on behalf of all others similarly situated

Plaintiffs,

v.

NORTH COAST NATURAL SOLUTIONS, LLC
c/o Ty Williams
4983 Hartley Drive
Lyndhurst, Ohio 44124

-and-

NORTH COAST 5 NATURAL SOLUTIONS CORPORATION
c/o Level 5 Global International Holdings Corporation
4983 Hartley Drive
Lyndhurst, Ohio 44124

-and-

LEVEL 5 GLOBAL INTERNATIONAL HOLDINGS CORPORATION
c/o Earle C. Horton
1301 East 9th Street, Suite 1410
Cleveland, Ohio 44114

-and-

TIERNEY WILLIAMS
aka Ty Williams
4983 Hartley Drive
Lyndhurst, Ohio 44124

-and-

CASE NO. 1:19-cv-01075

JUDGE: CHRISTOPHER A. BOYKO

COLLECTIVE & CLASS ACTION

DR. JENNY ENTERPRISES, LLC)
c/o Jenny P. Wilkins)
472 North Shore Drive)
Sarasota, Florida 34234)
)
-and-)
)
VITAL LIFE INSTITUTE, LLC)
dba AgeVital Pharmacy)
1618 Main Street)
Sarasota, Florida 34236)
)
-and-)
)
JENNY P. WILKINS)
1618 Main Street)
Sarasota, Florida 34236)
)
-and-)
)
WILLIAM M. WILKINS)
1618 Main Street)
Sarasota, Florida 34236)
)
Defendants.)

FIRST AMENDED CLASS AND COLLECTIVE ACTION COMPLAINT

Plaintiffs TeNita Bryant, Theodore McQueen, Marcus Moore, Angelo McKenzie, and Larry Gardner Jr. (collectively, "Plaintiffs"), on behalf of themselves and on behalf of all others similarly situated, bring this First Amended Complaint[1] against Defendants North Coast Natural Solutions, LLC; North Coast 5 Natural Solutions Corporation; Level 5 Global International Holdings Corporation; Tierney Williams; Dr. Jenny Enterprises, LLC; Vital Life Institute, LLC; Jenny P. Wilkins; and William M. Wilkins; and in support of their claims, state as follows:

INTRODUCTION

[1] Plaintiffs TeNita Bryant and Theodore McQueen's Collective Action Complaint was filed on May 13, 2019. (Doc. No. 1)

1. Plaintiffs are representative members of a putative class of approximately 185 individuals who were preyed upon by Defendants, a group of cannabis "entrepreneurs," among them a "doctor" and a "global consultant and financier," who came to Cleveland promising Plaintiffs well-paying jobs with a panoply of benefits, including healthcare, paid training, child care services, and transportation to and from the job site. Defendants' promises were empty. To date, Defendants have paid Plaintiffs no wages, despite the fact that Plaintiffs and similarly situated others worked for Defendants for over a month, and despite the fact that many members of the putative class left or turned down other career opportunities to work for Defendants.
2. This Complaint alleges violations of the Fair Labor Standards Act and is filed as a collective action under 29 U.S.C. § 216(b), by and on behalf of persons who are or have been employed by Defendants during the applicable limitations period. Additionally, Plaintiffs seek to represent a class of approximately 185 individuals, pursuant to Fed. R. Civ. P. 23, who have been similarly injured by Defendants unlawful acts, as alleged in Counts III, IV, VI, VII, VIII, and IX below.
3. Defendants made material misrepresentations about the funding for, and viability of, a proposed hemp manufacturing venture in the Glenville neighborhood of Cleveland, in an attempt to induce Plaintiffs and others to forgo career opportunities and take positions working for Defendants.
4. Plaintiffs reasonably relied upon Defendants' misrepresentations to their detriment.
5. Upon information and belief, other individuals, similarly situated to Plaintiffs, also reasonably relied upon Defendants' misrepresentations to their detriment.

6. Defendants employed Plaintiffs and similarly situated others for more than 30 days but have not paid them any wages for those hours worked.
7. Plaintiffs and similarly situated employees are non-exempt and were not paid minimum wages for any hours worked.
8. As a result of Defendants' failure to compensate Plaintiffs and similarly situated employees for all hours worked, Defendants have violated the requirements of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.* and the Ohio Minimum Fair Wage Standards Act ("OMFWSA"), Ohio Rev. Code § 4111.
9. As a result of Defendants' fraudulent acts, Plaintiffs and other employees have suffered damages, having foregone other opportunities, and otherwise changed position, because they reasonably relied upon Defendants' falsehoods.
10. As a result of Defendants' fraudulent acts, Plaintiffs and other employees have conferred the benefit of their labor upon Defendants and, in return, Defendants have provided Plaintiffs and others employees no recompense whatsoever.

JURISDICTION AND VENUE

11. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 to hear this Complaint and to adjudicate these claims because this action involves a federal question under the FLSA.
12. The Court's jurisdiction is also predicated upon 28 U.S.C. § 1367 as this Complaint raises claims pursuant to the laws of Ohio, over which this Court maintains supplemental jurisdiction.
13. Venue is proper in the United States District Court for the Northern District of Ohio pursuant to 28 U.S.C. § 1391 because Defendants operate business in this district and

because a substantial part of the events or omissions giving rise to the claims occurred in this district.

PARTIES

Plaintiffs

14. Plaintiff TeNita Bryant is a resident of the city of Twinsburg, county of Summit, and state of Ohio. Between January 14, 2019 and April 17, 2019 Bryant was employed by Defendants as the Vice President of Human Resources. Pursuant to 29 U.S.C. § 216(b), Bryant has consented in writing to being a Plaintiff in this action.[2]

15. Plaintiff Theodore McQueen is a resident of the city of Cleveland, county of Cuyahoga, and state of Ohio. From April 1, 2019 to May 21, 2019, McQueen was employed by Defendants as a manufacturing worker. Pursuant to 29 U.S.C. § 216(b), McQueen has consented in writing to being a Plaintiff in this action.[3]

16. Plaintiff Marcus Moore is a resident of the city of Newburgh Heights, county of Cuyahoga, and state of Ohio. From April 1, 2019 to May 21, 2019, Moore was employed by Defendants as a manufacturing worker. Pursuant to 29 U.S.C. § 216(b), Moore has consented in writing to being a Plaintiff in this action.[4]

17. Plaintiff Angelo McKenzie is a resident of the city of Warrensville Heights, county of Cuyahoga, and state of Ohio. From April 1, 2019 to May 21, 2019, McKenzie was employed by Defendants as a manufacturing worker. Pursuant to 29 U.S.C. § 216(b), McKenzie has consented in writing to being a Plaintiff in this action.[5]

[2] Attached as Exhibit A.
[3] Attached as Exhibit B.
[4] Attached as Exhibit C.
[5] Attached as Exhibit D.

18. Plaintiff Larry Gardner Jr. is a resident of the city of Newburgh Heights, county of Cuyahoga, and state of Ohio. From April 1, 2019 to May 21, 2019, Gardner was employed by Defendants as a manufacturing worker. Pursuant to 29 U.S.C. § 216(b), Gardner has consented in writing to being a Plaintiff in this action.[6]

Defendants

19. Together, Defendants employed Plaintiffs and similarly situated others at all times relevant as a single enterprise.

20. Defendants conspired to commit, and committed, fraud, one result of which is that Plaintiffs and similarly situated others performed labor for Defendants, for which Plaintiffs and those others received no compensation.

21. Defendant North Coast Natural Solutions, LLC ("North Coast") is an Ohio corporation with its principal place of business located at 12735 Kirby Avenue, Cleveland, Ohio 44108.

22. Defendant North Coast 5 Natural Solutions Corporation ("North Coast 5") is an Ohio corporation with its principal place of business located at 12735 Kirby Avenue, Cleveland, Ohio 44108.

23. "North Coast 5 Natural Solutions Corporation" was the corporate entity listed on the paystubs provided to McQueen and similarly situated employees.

24. Defendant Level 5 Global International Holdings Corporation ("Level 5") is an Ohio corporation with its principal place of business located at 12735 Kirby Avenue, Cleveland, Ohio 44108.

25. "Level 5 Global International Holdings Corporation" is the corporate entity identified as the incorporator of North Coast 5.

[6] Attached as Exhibit E.

26. "Level 5 Global International Holdings Corporation" is the deed holder for the property located at 12735 Kirby Avenue, Cleveland, Ohio 44108.

27. Defendant Tierney Williams a/k/a "Ty Williams" is the founder, owner, and operator of North Coast, North Coast 5, and Level 5.

28. Williams is a resident of the city of Lyndhurst, county of Cuyahoga, and state of Ohio.

29. Williams is identified as "CEO of North Coast Natural Solutions, LLC" in written offers of employment to Bryant and McQueen.

30. Williams is identified as the incorporator of North Coast 5 Natural Solutions Corporation on the Ohio Secretary of State's website.

31. Williams is the Chief Operating Officer of an entity known as "Level 5 Global Consulting Group."

32. According to Level 5 Global Consulting Group's website, it "was created and founded on several decades of consulting expertise by Ty Williams. He founded Level 5 Global Consulting Group, because he saw the desperate need for an honest, professional, consistent, and reliable consulting firm for corporations in all areas of business from small companies to Fortune 1000 companies."

33. In addition to "several decades of consulting experience," Williams has several decades of experience with the criminal justice systems of Ohio, Maryland, and the District of Columbia.

34. North Coast, North Coast 5, Level 5, are sometimes collectively referred to herein as the "Williams Defendants."

35. Williams is and, at all times hereinafter mentioned, was an officer, director, shareholder, principal, member, and/or manager of the Williams Defendants.

36. Williams is and, at all times hereinafter mentioned, was a supervisor for the Williams Defendants, who acted directly or indirectly in the interest of the Williams Defendants.

37. At all times relevant herein, Williams supervised and/or controlled Plaintiffs' employment with the Williams Defendants and acted directly or indirectly in the interest of the Williams Defendants in relation to its employees and is an employer within the meaning of 29 U.S.C. § 203(d).

38. Defendant Dr. Jenny Enterprises, LLC is a Florida corporation operated by Defendant Jenny P. Wilkins that "assists in opening up concierge wellness centers, specialty pharmacies, 503B pharmaceutical outsourcing, cGMP, Cannabis extraction, cannabis processing and cannabis grow facilities."

39. Defendant Vital Life Institute, LLC ("AgeVital") is a Florida corporation that conducts business under the names AgeVital Pharmacy, Vital CBD, and AgeVitalMD.

40. AgeVital operates a "full service pharmacy" in Sarasota, Florida.

41. AgeVital's pharmacy services include: nutritional testing, live and dry blood testing, semorelin therapy, vitamin injections, intravenous nutrition, veterinary medications, yoga/meditation therapy, a female sexual enhancement product known as the "scream cream," and "custom cannabinoid therapy."

42. Doing business as Vital CBD, AgeVital sells cannabidiol ("CBD") products, including CBD tinctures, creams, vaporizers, and suppositories, online to customers in the several states.

43. Doing business as AgeVitalMD, AgeVital provides "Concierge Health Plans."

44. AgeVitalMD was "pioneered" by Ms. Wilkins.

45. Ms. Wilkins is a Florida resident, who studied at the Trinity School of Natural Health, which provides online education in "natural health," "holistic health," "aromatherapy," "iridology," and "the non-invasive benefits of flower essences."

46. According to her LinkedIn biography, Ms. Wilkins is a "functional Biochemist, Naturopathic Doctor and clinical research associate, CEO/Proprietor of AgeVital Pharmacies and wellness centers. She is a charismatic television personality and producer with regular appearances on ABC, NBC, TBN, CBS, the CW and Lifetime. As a health and wellness expert and educator, Dr. Jenny lectures all around the world at various conferences about the endocannabinoid system, Medicinal Cannabis, functional integrative healthcare and how Bio-Identical solutions work to treat a multitude of diseases and illnesses."

47. Ms. Wilkins was recently honored as the "Top Naturopathic Doctor of the Year in Stem Cell and Cannabinoid Therapy" by the "International Association of Top Professionals."

48. Defendant William M. Wilkins is a Florida resident, pharmacist, and the business partner and husband of Ms. Wilkins.

49. Ms. Wilkins and Mr. Wilkins are the founders, owners, and operators of AgeVital.

50. Defendants Dr. Jenny Enterprises, AgeVital, Ms. Wilkins, and Mr. Wilkins are sometimes collectively referred to herein as the "Dr. Jenny Defendants."

51. Ms. Wilkins and Mr. Wilkins are and, at all times hereinafter mentioned, were officers, directors, shareholders, principals, members, and/or managers of the Dr. Jenny Defendants.

52. Ms. Wilkins and Mr. Wilkins are and, at all times hereinafter mentioned, were supervisors for the Dr. Jenny Defendants, who acted directly or indirectly in the interest of the Dr. Jenny Defendants.

53. At all times relevant herein, Ms. Wilkins and Mr. Wilkins supervised and/or controlled Plaintiffs' employment with the Dr. Jenny Defendants and acted directly or indirectly in the interest of the Dr. Jenny Defendants in relation to its employees and are employers within the meaning of 29 U.S.C. § 203(d).

54. Upon information and belief, the Dr. Jenny Defendants are and, at all times material herein, were an enterprise whose annual gross volume of sales made or business done is not less than $500,000.

55. At all times material herein, the Williams and Dr. Jenny Defendants were engaged in related activities performed through unified operation of common control for a common business purpose and were, together, an enterprise within the meaning of 29 U.S.C. § 203(r).

56. At all times material herein, the Williams and Dr. Jenny Defendants were, together, an enterprise engaged in commerce or in the production of goods for commerce.

57. Collectively, as it relates to the FLSA allegations herein, the Williams and Dr. Jenny Defendants are sometimes known as the "Glenville Hemp Venture Employers."

CLASS DEFINITIONS

58. Plaintiff Bryant brings Count I of this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the following class of potential opt-in litigants:

> All current and former employees of Defendants who were classified as salaried employees for the Glenville Hemp Venture Employers as executive-level employees in Ohio in any workweek in the past three years ("FLSA Salaried Class").

59. Plaintiffs McQueen, McKenzie, and Gardner bring Count II of this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the following class of potential opt-in litigants:

> All current and former employees of Defendants who were classified as hourly employees for the Glenville Hemp Venture Employers as manufacturing workers (or an equivalent position) in Ohio in any workweek in the past three years ("FLSA Hourly Class").

60. Plaintiffs bring Counts III, IV, VI, VII, VIII and IX of this lawsuit as a class action pursuant to Fed. R. Civ. P. 23, on behalf of themselves and the following class:

> All current and former employees of Defendants who were classified as hourly or salaried employees for the Glenville Hemp Venture Employers in Ohio at any time in any workweek in the past three years (the "State Law Class").

61. The FLSA Salaried Class, FLSA Hourly Class, and the State Law Class are together referred to as the "Classes."

62. Plaintiffs reserve the right to redefine the Classes prior to class certification, and thereafter, as necessary.

FACTUAL ALLEGATIONS

63. In or around mid-August of 2018, Williams, on behalf and under authority of all Defendants, provided the Cuyahoga County Land Reutilization Corporation ("Land Bank") a prospectus outlining the Defendants' plans for a hemp products business ("Hemp Venture") in the Glenville neighborhood of Cleveland.

64. Williams, on behalf and under authority of all Defendants, presented the prospectus to the Land Bank in a successful attempt to acquire a manufacturing facility, located at 12735 Kirby Avenue, Cleveland, Ohio 44108 ("Glenville Facility").

65. The prospectus identified an entity named "ICCT" as the named operator of the Hemp Venture.

66. Upon information and belief, "ICCT" is the International Center for Cannabis Therapy, a Czech company that sells an online certification in "International Cannabinoid Therapy Clinical Mastery" for $2,000 USD.

67. Among the presenters in ICCT's online course is Jason Searns, a Colorado attorney who is identified in the prospectus as one of Defendants' partners in the proposed Hemp Venture.

68. During remarks at the United States Cannabis Conference on August 25, 2018, Mr. Searns referenced a project he was working on "to bring hemp to Cleveland," stating that, "they're going to have to bring it in from Kentucky because you can't grow it in Ohio at this point."

69. Upon information and belief, the project that Mr. Searns referenced on August 25, 2018, was the Hemp Venture proposed by Defendants.

70. The prospectus also identifies "Dr. Jenny Wilkins" as a business partner in the Hemp Venture and lists "Dr. Jenny's brand" CBD products among the items that the venture will produce.

71. The prospectus stated that the Hemp Venture would create over 650 jobs at the Glenville Facility and that the jobs would provide paid training, childcare, and health benefits.

72. The prospectus stated that the Hemp Venture would pay employees a minimum of $17 an hour.

73. The prospectus stated that Level 5 "is a full service corporate and financial consulting firm that provides every type of business consulting imaginable to companies from start-ups to well established businesses in a very wide variety of industries that include construction, development, hospitality, energy, professional athletes, professional sports leagues and even an Oscar winning actor & author."

74. Upon information and belief, Level 5 has never provided business consulting to a professional athlete, professional sports league, or an Oscar winning actor.

75. Upon information and belief, Level 5 made the false claims in the preceding paragraph to induce: County leaders to back the Hemp Venture, potential employees to work for the Hemp Venture, and potential investors to invest in the Hemp Venture.

76. On or about August 23, 2018, Cuyahoga County Executive Armond Budish, who also serves as a member of the Land Bank, wrote a letter of recommendation to the Land Bank on behalf of Defendants.

77. In his August 23, 2018 letter, Budish recounts having met with Rev. Dr. E.T. Caviness, Defendant Williams, and "other stakeholders," and confirms that Budish "supports the efforts of Level 5 Global and its CEO Mr. Ty Williams to bring a Hemp Manufacturing Company to the City of Cleveland."

78. Upon information and belief, Defendant Williams falsely represented to Budish, during their in-person meeting, that Defendants had lined up tens of millions of dollars' worth of investment money for the Hemp Venture.

79. Upon information and belief, Defendant Williams made the false claims in the preceding paragraph to induce: County leaders to back the Hemp Venture, potential employees to work for the Hemp Venture, and potential investors to invest in the Hemp Venture.

80. On or about August 24, 2018, Cleveland Councilman Michael Polensek met with Defendant Williams and Rev. Caviness.

81. Upon information and belief, Williams made the same false representations to Polensek during their August 24, 2018 meeting that he made to Budish, for the same unlawful purposes.

82. On or about August 28, 2018, the Land Bank transferred title to the Glenville Facility to the Williams Defendants.

83. On or about September 13, 2018, Williams, on behalf and under authority of all Defendants, told a reporter for Crain's Cleveland Business, on the record, in comments intended to be part of an article on the Hemp Venture, that Defendants had secured $46 million in private investments for the venture.

84. At no time on or before September 13, 2018, had Defendants secured $46 million in investments for the venture.

85. Defendants fabricated the existence of $46 million in investments in an attempt to entice prospective employees and investors.

86. On or about September 13, 2018, Williams, on behalf and under authority of all Defendants, told a reporter for the Cleveland Plain Dealer, on the record, in comments intended to be part of an article on the Hemp Venture, that Defendants had signed a letter of intent with Dairy Queen restaurants in California to supply hemp straws and utensils.

87. At no time on or before September 13, 2018 had Defendants signed a letter of intent to supply hemp straws and utensils for Dairy Queen restaurants in California.

88. Defendants fabricated the Dairy Queen letter of intent in an attempt to entice prospective employees and investors.

89. Mr. Searns and Ms. Wilkins both attended a September 2018 ribbon cutting ceremony for the Glenville CBD facility.

90. Upon information and belief, Ms. Wilkins knew, in September of 2018, that Defendants had not secured $46 million in investments for the venture and that Defendants had not signed a letter of intent with Dairy Queen restaurants in California.

91. On September 18, 2018, Ms. Wilkins identified Glenville Facility as "my industrial Cannabis project and Dr. Jenny wellness center in Cleveland's Glenville" on a public Facebook post associated with her "Dr. Jenny Wilkins" Facebook account.

92. The September 18, 2018 public Facebook post continued, "What a great turn out at our ribbon cutting this past week. Stay tuned for more details! Our 400,000 sq. ft Manufacturing and processing Facility will be making history and setting the standards in the cannabis space. Thank you all who came out and supported."

93. In her September 18, 2018 public Facebook post, Ms. Wilkins linked the post to her AgeVital company Facebook page.

94. The September 18, 2018 public Facebook post included multiple pictures of Ms. Wilkins appearing at the ribbon cutting ceremony for the Glenville Facility alongside Williams and Searns.

95. On or around September 29, 2018, Defendants held a job fair for the Hemp Venture.

96. Plaintiffs McQueen, Moore, McKenzie, and Gardner all attended the September 29, 2018 job fair.

97. On or about December 12, 2018, Defendants offered Bryant a position as Vice President of Human Resources, promising her an annual salary of $131,000, along with a signing bonus of $25,000, and a $3,000 monthly expense account.

98. Like he had done with Budish, Polensek, and the local media, Williams falsely represented to Bryant that he had secured tens of millions of investment dollars for the Hemp Venture.

99. In reasonable reliance upon false representations that Williams made to her personally, as well as those reported in the media, Bryant accepted the offered position with Defendants and started working for them in January of 2019.

100. Similarly, based in large part on false representations Williams made about investment backing and the viability of the venture, Plaintiffs McQueen, Moore, McKenzie, and Gardner each began positions with Defendants on April 1, 2019.

101. McQueen, Moore, McKenzie, and Gardner each took manufacturing positions with Defendants and began what was promised to be paid training.

102. McQueen and Gardner each left established jobs to work for Defendants.

103. Plaintiffs and similarly situated employees worked for Defendants during the applicable statutory period.

104. Plaintiffs and similarly situated employees, in training to manufacture goods for commerce, were engaged in the production of goods for interstate commerce.

105. Alternatively, Plaintiffs and similarly situated employees are engaged in an activity that is closely related and directly essential to the production of goods for interstate commerce.

106. Additionally, the Glenville Hemp Venture Employers were an enterprise, pursuant to the FLSA.

107. Plaintiffs and similarly situated employees are covered employees who are not otherwise exempt.

108. The FLSA requires employers of covered employees who are not otherwise exempt to pay these employees a minimum wage of not less than $7.25 per hour.

109. The OMFWSA requires employers of covered employees who are not otherwise exempt to pay these employees a minimum wage of not less than $8.55 per hour.

110. Defendants maintained a common policy of not paying Plaintiffs and similarly situated employees minimum wage.

111. Defendants willfully operated under a common scheme to deprive Plaintiffs and similarly situated employees of minimum wages by paying them less than what is required under federal law.

112. Defendants knew that Plaintiffs, and similarly situated employees worked without receiving minimum wage pay, as evidenced by the fact that Defendants provided Plaintiffs, and similarly situated employees, with pay stubs showing the number of hours worked.

113. Defendants were aware, or should have been aware, of their unlawful payment practices and chose to disregard the consequences of their actions.

114. On December 12, 2018, Williams, on behalf of and under authority of all Defendants, promised to pay Bryant a $25,000 signing bonus.

115. On January 12, 2019, Bryant accepted Defendants' offer of employment.

116. Bryant's acceptance of Defendants' offer of employment was induced, in part, by the promise of a $25,000 signing bonus.

117. Bryant has not been paid the promised signing bonus.

118. To date, Defendants have not paid Plaintiffs any wages.

119. On or about April 15, 2019, Williams told McQueen, Moore, McKenzie, Gardner and similarly situated employees that US Bank could not process all of the paychecks in a timely manner.

120. On or about April 18, 2019, Williams told McQueen, Moore, McKenzie, Gardner and similarly situated employees that payroll was being switched to ADP.

121. On or about April 18, 2019, Williams told McQueen, Moore, McKenzie, Gardner and similarly situated employees that they would each be given a $150 bonus per day for each day their paychecks were late.

122. On or about April 22, 2019, Williams told McQueen, Moore, McKenzie, Gardner and similarly situated employees that ADP could not do Defendants' payroll because Defendants were in the business of manufacturing hemp.

123. On or about April 26, 2019, Williams told McQueen, Moore, McKenzie, Gardner and similarly situated employees that they would receive their pay, including the promised $150 daily bonus, later that same week.

124. McQueen, Moore, McKenzie, Gardner, and similarly situated employees, induced by the promise of a daily $150 bonus for each day their paychecks were late, continued working for Defendants.

125. On or about April 30, 2019, Williams told McQueen, Moore, McKenzie, Gardner and similarly situated employees that the investors did not want to cover the entire payroll expense at once, and that McQueen and similarly situated employees would be receiving two checks.

126. On or about May 3, 2019, Defendants provided McQueen, Moore, McKenzie, Gardner and similarly situated employees pay stubs showing the number of hours each employee worked.

127. On or about May 6, 2019 Williams told McQueen, Moore, McKenzie, Gardner and similarly situated employees that the bank could not print the checks because "the bank ran out of paper."

128. On or about May 7, 2019 Defendants presented McQueen, Moore, McKenzie, Gardner and similarly situated employees with paychecks.

129. The May 7, 2019 paychecks did not clear.

130. On or about May 12, 2019 Defendants told McQueen, Moore, McKenzie, Gardner and similarly situated employees that the bank had frozen the company's accounts.

131. Plaintiffs and similarly situated employees have not received any wages from Defendants.

COLLECTIVE ACTION ALLEGATIONS

132. Plaintiffs bring this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the FLSA Salaried Class and FLSA Hourly Class defined above.

133. Plaintiffs desire to pursue their FLSA claims on behalf of any individuals who opt-in to this action pursuant to 29 U.S.C. § 216(b).

134. Plaintiff Bryant and the FLSA Salaried Class are "similarly situated," as that term is used in 29 U.S.C. § 216(b), because, *inter alia*, all such individuals worked pursuant to Defendants' previously described pay practices and, as a result of such practices, were not paid the full and legally-mandated minimum wage for any hours worked during all workweeks. Resolution of this action requires inquiry into common facts, including, *inter alia*, Defendants' pay practices, timekeeping, and payroll practices.

135. Plaintiff McQueen, McKenzie, Gardner, and the FLSA Hourly Class are "similarly situated," as that term is used in 29 U.S.C. § 216(b), because, *inter alia*, all such individuals worked pursuant to Defendants' previously described pay practices and, as a result of such practices, were not paid the full and legally-mandated minimum wage for any hours worked during all workweeks. Resolution of this action requires inquiry into common facts, including, *inter alia*, Defendants' pay practices, timekeeping, and payroll practices.

136. Specifically, Defendants failed to pay Plaintiffs, the FLSA Salaried Class, and the FLSA Hourly Class any minimum wage for the duration of their employment with Defendants as required by law

137. As this case proceeds, it is likely that other individuals will file consent forms and join as "opt-in" plaintiffs.

138. Members of the proposed FLSA Salaried Class and FLSA Hourly Class are known to Defendants and are readily identifiable through Defendants' records.

139. Plaintiffs, the FLSA Salaried Class, and the FLSA Hourly Class are all victims of Defendants' widespread, repeated, systematic, and consistent illegal policies that have resulted in willful violations of their rights under the FLSA, 29 U.S.C. § 201, *et seq*., and that have caused significant damage to Plaintiffs, the FLSA Salaried Class, and the FLSA Hourly Class.

140. The FLSA Salaried Class and FLSA Hourly Class would benefit from the issuance of court-supervised notice of this lawsuit and an opportunity to join by filing their written consent.

CLASS ACTION ALLEGATIONS

141. Plaintiffs bring this action as a class action pursuant to Fed. R. Civ. P. 23 on behalf of themselves and the State Law Class defined above.

142. The members of the State Law Class are so numerous that joinder of all members is impracticable. Upon information and belief, there are more than 185 members of the State Law Class.

143. Plaintiffs will fairly and adequately protect the interests of the State Law Class because there is no conflict between the claims of the Plaintiffs and those of the State Law Class,

and Plaintiffs' claims are typical of the claims of the State Law Class. Plaintiffs' counsel are competent and experienced in litigating complex litigation, including wage and hour cases like this one.

144. There are questions of law and fact common to the proposed State Law Class, which predominate over any questions affecting only individual Class members, including, without limitation: whether Defendants have violated the laws of Ohio through its policy or practice of not compensating any employees for any hours worked.

145. Plaintiffs' claims are typical of the State Law Class in the following ways, without limitation: (a) Plaintiffs are members of the State Law Class; (b) Plaintiffs claims arise out of the same policies, practices and course of conduct that form the basis of the claims of the State Law Class; (c) Plaintiffs' claims are based on the same legal and remedial theories as those of the State Law Class and involve nearly identical factual circumstances; (d) there are no conflicts between the interests of the Plaintiffs and the State Law Class; and (e) the injuries suffered by Plaintiffs are similar to the injuries suffered by the State Law Class.

146. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the State Law Class predominate over any questions affective only individual class members.

147. Class action treatment is superior to the alternatives for the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated person to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this

class action that would preclude its maintenance as a class action, and no superior alternatives exists for the fair and efficient adjudication of this controversy.

148. The State Law Class is readily identifiable from Defendants' own employment records. Prosecution of separate actions by individual members of the State Law Class would create the risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendants.

149. A class action is superior to other available methods for adjudication of this controversy because joinder of all members is impractical. Further, the amounts at stake for many of the State Law Class members, while substantial, are not great enough to enable them to maintain separate suits against Defendants.

150. Without a class action, Defendants will retain the benefits of their wrongdoing, which will result in further damage to Plaintiffs and the State Law Class. Plaintiffs envision no difficulty in the management of this action as a class action.

COUNT I – FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF FLSA
(On Behalf of Bryant and the FLSA Salaried Class)

151. All previous paragraphs are incorporated as though fully set forth herein.

152. Defendants are an "enterprise" as defined by the FLSA, 29 U.S.C. § 203(r)(1), and are engaged in commerce within the meaning of the FLSA, 29 U.S.C. § 203(b), (s)(1).

153. The FLSA, 29 U.S.C. § 207, requires covered employers like Defendants to pay non-exempt employees like Bryant and the FLSA Salaried Class minimum wage.

154. Bryant and the FLSA Salaried Class worked for Defendants as salaried executive-level employees, but Defendants did not pay them the minimum wage required by the FLSA.

155. Defendants have not made a good-faith effort to comply with the FLSA as it relates to the compensation of Bryant and the FLSA Salaried Class.

156. Defendants knew Bryant and the FLSA Salaried Class worked without receiving minimum wage, and they willfully failed and refused to pay Bryant and the FLSA Salaried Class minimum wages pursuant to 29 U.S.C. § 255.

157. Defendants' willful failure and refusal to pay Bryant and the FLSA Salaried Class minimum wages for time worked violates the FLSA, 29 U.S.C. § 207.

158. As the direct and proximate result of Defendants' unlawful conduct Bryant and the FLSA Salaried Class have suffered and will continue to suffer a loss of income and other damages. Bryant and the FLSA Salaried Class are entitled to liquidated damages and attorney's fees and costs incurred in connection with this claim.

COUNT II – FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF FLSA
(On Behalf of McQueen, McKenzie, Gardner, and the FLSA Hourly Class)

159. All previous paragraphs are incorporated as though fully set forth herein.

160. Defendants are an "enterprise" as defined by the FLSA, 29 U.S.C. § 203(r)(1), and are engaged in commerce within the meaning of the FLSA, 29 U.S.C. § 203(b), (s)(1).

161. The FLSA, 29 U.S.C. § 207, requires covered employers like Defendants to pay non-exempt employees like McQueen, McKenzie, Gardner, and the FLSA Hourly Class minimum wage.

162. McQueen, McKenzie, Gardner, and the FLSA Hourly Class worked for Defendants as hourly manufacturing employees, but Defendants did not pay them the minimum wage required by the FLSA.

163. Defendants have not made a good-faith effort to comply with the FLSA as it relates to the compensation of McQueen, McKenzie, Gardner, and the FLSA Hourly Class.

164. Defendants knew McQueen, McKenzie, Gardner, and the FLSA Hourly Class worked without receiving minimum wage, and they willfully failed and refused to pay McQueen,

McKenzie, Gardner, and the FLSA Hourly Class minimum wages pursuant to 29 U.S.C. § 255.

165. Defendants' willful failure and refusal to pay McQueen, McKenzie, Gardner, and the FLSA Hourly Class minimum wages for time worked violates the FLSA, 29 U.S.C. § 207.

166. As the direct and proximate result of Defendants' unlawful conduct McQueen, McKenzie, Gardner, and the FLSA Hourly Class have suffered and will continue to suffer a loss of income and other damages. McQueen, McKenzie, Gardner, and the FLSA Hourly Class are entitled to liquidated damages and attorney's fees and costs incurred in connection with this claim

COUNT III – FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF OHIO MINIMUM WAGE STANDARDS ACT
(On Behalf of all Plaintiffs and the State Law Class)

167. All previous paragraphs are incorporated as though fully set forth herein.

168. Starting January 1, 2019, Defendants did not pay Plaintiffs and the State Law Class at least minimum wages.

169. By not paying Plaintiffs and the State Law Class proper minimum wages for time worked, Defendants have violated the OMFWSA.

170. As a result of Defendants' violations, Plaintiffs and the State Law Class are entitled to damages, including, but not limited to, unpaid minimum wages, costs, and attorney's fees.

COUNT IV – UNTIMELY PAYMENT OF WAGES IN VIOLATION OF OHIO REV. CODE § 4113.15
(On Behalf of Plaintiffs and the State Law Class)

171. All previous paragraphs are incorporated as though fully set forth herein.

172. During all relevant times, Defendants were entities covered by the Prompt Pay Act, Ohio Rev. Code § 4113.15, and Plaintiffs and the State Law Class were employees within the meaning of Ohio Rev. Code § 4113.15 and were not exempt from its protections.

173. Ohio Rev. Code § 4113.15(A) requires Defendants to pay Plaintiffs and the State Law Class all wages, on or before the first day of each month, for wages earned during the first half of the preceding month ending with the fifteenth day thereof, and on or before the fifteenth day of each month, for wages earned during the last half of the preceding calendar month.

174. Plaintiffs and the State Law Class unpaid wages have remained unpaid for more than thirty (30) days beyond their regularly scheduled payday.

175. In violating Ohio law, Defendants acted willfully, without a good faith basis, and with reckless disregard to Ohio law.

176. As a result of Defendants' willful violation, Plaintiffs and the State Law Class are entitled to unpaid wages and liquidated damages, as stated in Ohio Rev. Code § 4113.15.

COUNT V – BREACH OF CONTRACT
(On Behalf of Bryant)

177. All previous paragraphs are incorporated as though fully set forth herein.

178. On January 12, 2019, Bryant and Defendants entered into a legally binding contract.[7]

179. Defendants breached their contract with Bryant by not paying her the signing bonus.

180. As a direct result of Defendants' unlawful conduct, Bryant suffered and continues to suffer pecuniary harm.

COUNT VI – PROMISSORY ESTOPPEL
(On Behalf of all Plaintiffs and the State Law Class)

181. All previous paragraphs are incorporated as though fully set forth herein.

[7] Attached as Exhibit F.

182. Defendants made clear and unambiguous promises to Plaintiffs that they were hiring them to work at a rate of not less than $17 an hour.

183. In reasonable reliance upon Defendants' promises, Plaintiffs chose to forgo other career opportunities.

184. In reasonable reliance upon Defendants' promises, Plaintiffs began employment with Defendants.

185. In reasonable reliance upon Defendants' promises, Plaintiffs incurred travel, meal, childcare, and other expenses.

186. Defendants made these promises with the reasonable expectation that the promises would induce Plaintiffs to forgo other career opportunities, begin employment with Defendants, and necessarily incur expenses.

187. Plaintiffs justifiably relied to their detriment upon Defendants' promises.

188. As a result of Defendants' unlawful acts, Plaintiffs suffered and will continue to suffer damages.

189. An injustice to Plaintiffs can only be avoided through enforcement of Defendants' promises.

COUNT VII – FRAUD
(On Behalf of all Plaintiffs and the State Law Class)

190. All previous paragraphs are incorporated as though fully set forth herein.

191. Defendants made numerous false representations, concerning the existence of investment backing and a letter of intent to supply goods in California, to Plaintiffs, County officials, and the media.

192. The false representations that Defendants made to County officials and the media were disseminated to Plaintiffs, as was Defendants' design when making such statements.

193. Defendants made these false representations for the purpose of inducing a change in position by Plaintiffs.

194. Plaintiffs reasonably relied upon Defendants false representations and changed their positions to their detriment.

195. As a direct result of Defendants' unlawful conduct, Plaintiffs and similarly situated others suffered and continue to suffer pecuniary harm.

COUNT VIII – UNJUST ENRICHMENT
(On Behalf of all Plaintiffs and the State Law Class)

196. All previous paragraphs are incorporated as though fully set forth herein.

197. Plaintiffs conferred the benefit of their labor upon Defendants.

198. Defendants were aware that Plaintiffs conferred the benefit of their labor upon Defendants.

199. Under the circumstances, it would be unjust to allow Defendants the benefit of Plaintiff's labor without payment.

200. As a direct result of Defendants' unlawful conduct, Plaintiffs and similarly situated others suffered and continue to suffer pecuniary harm.

COUNT IX – CIVIL CONSPIRACY
(On Behalf of all Plaintiffs and the State Law Class)

201. All previous paragraphs are incorporated as though fully set forth herein.

202. Defendants, through the fraudulent and unlawful acts attributed to them above, maliciously injured Plaintiffs.

203. As a direct result of Defendants' unlawful conduct, Plaintiffs and similarly situated others suffered and continue to suffer pecuniary harm.

WHEREFORE, Plaintiffs TeNita Bryant, Theodore McQueen, Marcus Moore, Angelo McKenzie, and Larry Gardner Jr. pray for all the following relief:

A. An order permitting this litigation to proceed as an FLSA collection action pursuant to 29 U.S.C. § 216(b);

B. Prompt notice; pursuant to 29 U.S.C. § 216(b), of this litigation to all potential FLSA Salaried Class and FLSA Hourly Class members;

C. An order permitting this litigation to proceed as a class action pursuant to Fed. R. Civ. P. 23 on behalf of the State Law Class;

D. Back pay damages and prejudgment interest to the fullest extent permitted under the law;

E. Liquidated damages to the fullest extent under the law;

F. An award of costs and expenses of this action, together with reasonable attorney's fees and expert fees; and

G. Such other legal and equitable relief as the Court deems appropriate.

Respectfully Submitted,

/s/ *Claire I. Wade-Kilts*

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JURY DEMAND

Plaintiffs hereby demand a jury trial by the maximum persons permitted by law on all issues herein triable to a jury.

/s/ *Claire I. Wade-Kilts*
Claire I. Wade-Kilts (0093174)