

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

TENITA BRYANT, and THEODORE
MCQUEEN, 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

Defendants.

CASE NO.

JUDGE:

COLLECTIVE ACTION COMPLAINT

Plaintiffs TeNita Bryant, and Theodore McQueen, by and through undersigned counsel, on behalf of themselves and on behalf of all others similarly situated, bring this Complaint against Defendants North Coast Natural Solutions, LLC, (“North Coast”) North Coast 5 Natural Solutions Corporation (“North Coast 5”), Level 5 Global International Holdings Corporation (“Level 5”), and Tierney Williams, and in support of their claims, state as follows:

PRELIMINARY STATEMENT

1. This Complaint is filed as a collective action under 29 U.S.C. § 216(b), and is brought by and on behalf of persons who are or have been at some time employed during the applicable limitations period by Defendants, in the business of producing hempcrete for commerce.
2. Defendants have employed Bryant, and McQueen, for more than 30 days but have not paid them any wages for those hours worked.
3. Bryant, McQueen, and similarly situated employees are non-exempt, and were not paid minimum wages for any hours worked.
4. As a result of Defendants’ failure to compensate Bryant, McQueen, 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.*, the Ohio Minimum Fair Wage Standards Act (“OMFWSA”), and the Prompt Pay Act, Ohio Rev. Code § 4113.15 by failing to pay Bryant, McQueen, and similarly situated employees, minimum wages for all hours worked, as required by the FLSA, OMFWSA, and Ohio Rev. Code § 4113.15.
5. Bryant, and McQueen, bring this action on behalf of themselves and all other similarly situated individuals pursuant to the FLSA, 29 U.S.C. § 216(b).

JURISDICTION AND VENUE

6. 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.
7. 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.
8. 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

9. 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 worked for Defendants as Vice President of Human Resources.
10. Plaintiff Theodore McQueen is a resident of the city of Cleveland, county of Cuyahoga, and state of Ohio. From April 1, 2019 to present, McQueen works for Defendants as a manufacturing worker.

Defendants

11. Together, Defendants have employed Bryant, McQueen, and similarly situated employees at all times relevant as a single enterprise.

North Coast Natural Solutions LLC

12. 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.
13. North Coast manufactures hemp products, such as hempcrete, a lightweight and biodegradable version of concrete.
14. North Coast directly employs workers to produce goods for commerce.
15. Alternatively, North Coast has employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce.
16. North Coast is an “employer” of Bryant, McQueen, and similarly situated employees as that term is defined by the FLSA and the OMFWSA.
17. “North Coast Natural Solutions, LLC” was the corporate entity listed on the employment offer letter to Bryant and McQueen.
18. At all relevant times, North Coast maintained control, oversight, and direction over Bryant, McQueen, and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, and other practices.
19. At all relevant times, North Coast has been and continues to be an enterprise engaged in “the production of goods for commerce” within the meaning of the phrase as used in the FLSA.

North Coast 5 Natural Solutions Corporation

20. 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.
21. North Coast 5 manufactures hemp products, such as hempcrete, a lightweight and biodegradable version of concrete.

22. North Coast 5 directly employs workers to produce goods for commerce.
23. Alternatively, North Coast 5 has employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce.
24. North Coast 5 is an “employer” of Bryant, McQueen, and similarly situated employees as that term is defined by the FLSA and the OMFWSA.
25. “North Coast 5 Natural Solutions Corporation” was the corporate entity listed on the paystubs provided to McQueen, and similarly situated employees.
26. At all relevant times, North Coast 5 maintained control, oversight, and direction over Bryant, McQueen, and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, and other practices.
27. At all relevant times, North Coast 5 has been and continues to be an enterprise engaged in “the production of goods for commerce” within the meaning of the phrase as used in the FLSA.

Level 5 Global International Holdings Corporation

28. 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.
29. Level 5 manufactures hemp products, such as hempcrete, a lightweight and biodegradable version of concrete.
30. Level 5 directly employs workers to produce goods for commerce.
31. Alternatively, Level 5 has employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce.

32. Level 5 is an “employer” of Bryant, McQueen, and similarly situated employees as that term is defined by the FLSA and the OMFWSA.
33. “Level 5 Global International Holdings Corporation” was the corporate entity listed as the incorporator of North Coast 5.
34. “Level 5 Global International Holdings Corporation” is the deed holder for the property located at 12735 Kirby Avenue, Cleveland Ohio 44108.
35. At all relevant times, Level 5 maintained control, oversight, and direction over Bryant, McQueen, and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, and other practices.
36. At all relevant times, Level 5 has been and continues to be an enterprise engaged in “the production of goods for commerce” within the meaning of the phrase as used in the FLSA.
37. Level 5’s gross annual sales made or business done has been \$500,000 or greater per year at all relevant times.

Tierney Williams aka Ty Williams

38. Defendant Tierney Williams is the founder, owner, and operator of North Coast, North Coast 5, and Level 5.
39. Williams is a resident of the city of Lyndhurst, county of Cuyahoga, and state of Ohio.
40. Williams is listed as “CEO of North Coast Natural Solutions, LLC” on the offer letters to Bryant and McQueen.
41. Williams is listed as the Incorporator of North Coast 5 Natural Solutions Corporation on the Ohio Secretary of State’s website.
42. Williams is reported to be “CEO of Level 5 Global Consulting Group” by Crain’s Cleveland.
43. Williams is listed as the creator and founder of Level 5 on the level5global.com website.

44. At all relevant times, Williams has been an “employer” of Bryant, McQueen, and similarly situated employees as that term is defined by the FLSA and the OMFWSA.
45. At all relevant times, Williams has been actively involved in managing the operations of North Coast, North Coast 5, and Level 5.
46. At all relevant times, Williams has had control over North Coast, North Coast 5, and Level 5’s pay policies.
47. At all relevant times, Williams has had power over personnel and payroll decisions at North Coast, North Coast 5, and Level 5.
48. At all relevant times, Williams has had the power to stop any illegal pay practices that harmed Bryant, McQueen, and similarly situated employees.
49. At all times relevant, Williams has had the power to transfer the assets and liabilities of North Coast, North Coast 5, and Level 5.
50. At all relevant times, Williams has had the power to declare bankruptcy on behalf of North Coast, North Coast 5, and Level 5.
51. At all relevant times, Williams has had the power to enter into contracts on behalf of North Coast, North Coast 5, and Level 5.
52. At all relevant times, Williams has had the power to close, shut down, and/or sell North Coast, North Coast 5, and Level 5.

FACTUAL ALLEGATIONS

53. Bryant, McQueen, and similarly situated employees work or worked for Defendants during the applicable statutory period.
54. Bryant, McQueen, and similarly situated employees are engaged in the production of goods for interstate commerce.

55. Alternatively, Bryant, McQueen, and similarly situated employees are engaged in an activity that is closely related and directly essential to the production of goods for interstate commerce.
56. Bryant, McQueen, and similarly situated employees are covered employees who are not otherwise exempt.
57. 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.
58. 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.
59. Defendants have a common policy of not paying Bryant, McQueen, and similarly situated employees minimum wage.
60. Defendants willfully operated under a common scheme to deprive Bryant, McQueen, and similarly situated employees of minimum wages by paying them less than what is required under federal law.
61. Defendants knew that McQueen, and similarly situated employees worked without receiving minimum wage pay because Defendants provided McQueen, and similarly situated employees with pay stubs showing the number of hours worked by McQueen, and similarly situated employees, but Defendants did not provide them with any compensation for those hours.
62. Defendants were aware, or should have been aware, of its unlawful payment practices and recklessly chose to disregard the consequences of its actions.
63. On December 12, 2018 North Coast and Williams promised to pay Bryant a \$25,000 signing bonus.

64. On January 12, 2019 Bryant accepted Defendants' offer of employment.
65. Bryant's acceptance of Defendants' offer of employment was induced in part by the promise of a \$25,000 signing bonus.
66. Bryant has not been paid the promised signing bonus.
67. Defendants have not paid Plaintiffs any wages to-date.
68. In or around September 2018, Williams told reporters at craisnscleveland.com that he had raised \$46 million from private investors.
69. On or about April 15, 2019, Williams told McQueen and similarly situated employees that US Bank could not process all of the paychecks in a timely manner.
70. On or about April 18, 2019, Williams told McQueen and similarly situated employees that payroll was being switched to ADP.
71. On or about April 18, 2019, Williams told McQueen and similarly situated employees that they would each be given a \$150 bonus per day for each day their paychecks were late.
72. On or about April 22, 2019, Williams told McQueen and similarly situated employees that ADP could not do Defendants' payroll because Defendants were in the business of manufacturing hemp.
73. On or about April 26, 2019, Williams told McQueen and similarly situated employees that they would receive their pay, including the promised \$150 daily bonus, later that same week.
74. McQueen, and similarly situated employees, induced by the promise of a daily \$150 bonus for each day their paychecks were late, continued working for Defendants.
75. On or about April 30, 2019, Williams told McQueen 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.

76. On or about May 3, 2019, Defendants provided McQueen and similarly situated employees pay stubs showing the number of hours each employee worked.
77. On or about May 6, 2019 Williams told McQueen and similarly situated employees that the bank could not print the checks because “the bank ran out of paper.”
78. On or about May 7, 2019 Defendants presented McQueen and similarly situated employees with paychecks.
79. The May 7, 2019 paychecks did not clear.
80. On or about May 12, 2019 Defendants told McQueen and similarly situated employees that the bank had frozen the company’s accounts.
81. Bryant, McQueen, and similarly situated employees have not received any wages from Defendants to-date.

FLSA COLLECTIVE ACTION ALLEGATIONS

82. Bryant, and McQueen bring Count I on behalf of themselves and all similarly situated individuals. The proposed collective class (“FLSA Collective”) is identified as follows:
- All employees who have been employed by Defendants from January 1, 2019 until the date of final judgment in this matter.
83. Bryant, and McQueen consent in writing to assert their claims for unpaid wages under the FLSA pursuant to 29 U.S.C. § 216(b).
84. As this case proceeds, it is likely that other individuals will file consent forms and join as “opt-in” plaintiffs.
85. Members of the proposed FLSA Collective are known to Defendants and are readily identifiable through Defendants’ records.
86. Bryant, McQueen, and the FLSA Collective 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 Bryant, McQueen, and the FLSA Collective.

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

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

88. Plaintiffs reallege and incorporate by reference the above paragraphs as if fully set forth herein.

89. 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).

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

91. Bryant, McQueen, and the FLSA Collective worked for Defendants, but Defendants did not pay them the minimum wage required by the FLSA.

92. Defendants have not made a good-faith effort to comply with the FLSA as it relates to the compensation of Bryant, McQueen, and the FLSA Collective.

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

94. Defendants’ willful failure and refusal to pay Bryant, McQueen, and the FLSA Collective minimum wages for time worked violates the FLSA, 29 U.S.C. § 207.

95. As the direct and proximate result of Defendants’ unlawful conduct Bryant, McQueen, and the FLSA Collective have suffered and will continue to suffer a loss of income and other

damages. Bryant, McQueen, and the FLSA Collective 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 OHIO
MINIMUM WAGE STANDARDS ACT**
(On Behalf of Bryant, and McQueen)

96. Plaintiffs reallege and incorporate by reference the above paragraphs as if fully set forth herein.

97. Starting January 1, 2019, Defendants did not pay Bryant, and McQueen, at least minimum wages.

98. By not paying Bryant and McQueen, proper minimum wages for time worked, Defendants have violated the OMFWSA.

99. As a result of Defendants' violations, Bryant, and McQueen, are entitled to damages, including, but not limited to, unpaid minimum wages, costs, and attorney's fees.

**COUNT III – UNTIMELY PAYMENT OF WAGES IN VIOLATION OF OHIO REV.
CODE § 4113.15**
(On Behalf of Bryant, and McQueen, Against North Coast, North Cost 5, and Level 5)

100. Plaintiffs reallege and incorporate by reference the above paragraphs as if fully set forth herein.

101. During all relevant times, North Coast, North Coast 5, and Level 5 were entities covered by the Prompt Pay Act, Ohio Rev. Code § 4113.15, and Bryant, and McQueen, were employees within the meaning of Ohio Rev. Code § 4113.15 and were not exempt from its protections.

102. Ohio Rev. Code § 4113.15(A) requires that North Coast, North Coast 5, and Level 5 pay Bryant, and McQueen, 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.

103. Bryant and McQueen's unpaid wages have remained unpaid for more than thirty (30) days beyond their regularly scheduled payday.

104. In violating Ohio law, North Coast, North Coast 5, and Level 5 acted willfully, without a good faith basis, and with reckless disregard to Ohio law.

105. As a result of North Coast, North Coast 5, and Level 5's willful violation, Bryant and McQueen are entitled to unpaid wages and liquidated damages, as stated in Ohio Rev. Code § 4113.15.

COUNT IV – BREACH OF CONTRACT
(On Behalf of Bryant against North Cost and Williams)

106. Bryant restates each and every paragraph, as if fully restated.

107. On January 12, 2019, Bryant and Defendants entered into a legally binding contract.¹

108. Defendants breached its contract with Bryant by not paying her the signing bonus.

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

COUNT V – PROMISSORY ESTOPPEL
(On Behalf of Bryant against North Cost and Williams)

110. Bryant incorporates by reference the allegations from the preceding paragraphs as if fully re-alleged herein.

111. Defendants made clear and unambiguous promises to Bryant related to compensation for Brant's performance of services for Defendants.

112. In reliance upon Defendants' promises, Bryant chose to forego other career opportunities.

¹ Exhibit A.

113. Defendants made these promises with the reasonable expectation that the promises would induce Bryant to forgo other career opportunities.

114. Bryant, to her detriment, actually and justifiably relied upon Defendants' promises.

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

116. An injustice to Bryant can only be avoided through enforcement of Defendants' promises.

COUNT VI – PROMISSORY ESTOPPEL
(On Behalf of McQueen)

117. McQueen incorporates by reference the allegations from the preceding paragraphs as if fully re-alleged herein.

118. Defendants made clear and unambiguous promises to McQueen related to compensation for McQueen's performance of services for Defendants.

119. In reliance upon Defendants' promises, McQueen chose to forego other career opportunities.

120. Defendants made these promises with the reasonable expectation that the promises would induce McQueen to forgo other career opportunities.

121. McQueen, to his detriment, actually and justifiably relied upon Defendants' promises.

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

123. An injustice to McQueen can only be avoided through enforcement of Defendants' promises.

**COUNT VII – FRAUD RELATING TO THE DECEMBER 12, 2018 CONTRACT WITH
BRYANT**

(On Behalf of Bryant against North Cost and Williams)

124. Bryant incorporates by reference the allegations from the preceding paragraphs as if fully re-alleged herein.

125. In December 2018, North Coast and Williams made the representation that they would pay Bryant a \$25,000.00 signing bonus.

126. North Coast and Williams did not intend to pay Bryant a \$25,000.00 signing bonus.

127. In December 2018, North Coast and Williams made material representations to Bryant that North Coast and Williams knew to be untrue, which North Coast and Williams made with the purpose of misleading Bryant, which North Coast and Williams made with the purpose of misleading Bryant, and upon which Bryant justifiably relied to her detriment.

128. As a direct result of North Coast and Williams' unlawful conduct, Bryant suffered and continues to suffer pecuniary harm.

COUNT VIII – FRAUD RELATING TO THE JANUARY OFFER TO MCQUEEN

(On Behalf of McQueen against North Cost and Williams)

129. McQueen incorporates by reference the allegations from the preceding paragraphs as if fully re-alleged herein.

130. In January 2019, North Coast and Williams made the representation that they would pay McQueen \$17.00 per hour.

131. North Coast and Williams did not intend to pay McQueen \$17.00 per hour.

132. In January 2019, North Coast and Williams made material representations to McQueen that North Coast and Williams knew to be untrue, which North Coast and Williams made with the purpose of misleading McQueen, which North Coast and Williams made with the

purpose of misleading McQueen, and upon which McQueen justifiably relied to his detriment.

133. As a direct result of North Coast and Williams' unlawful conduct, McQueen suffered and continues to suffer pecuniary harm.

COUNT IX – UNJUST ENRICHMENT
(On Behalf of Bryant against North Cost and Williams)

134. Bryant incorporates by reference the allegations from the preceding paragraphs as if fully re-alleged herein.

135. In performing the duties of a Human Resources Vice President for Defendants, Bryant conferred a benefit upon defendants.

136. Defendants knew that Bryant performed the duties of a Vice President of Human resources for Defendants.

137. Defendants retained the benefit of Bryant's performance of the duties of a Vice President of Human Resources under circumstances where it was unjust to do so.

138. As a direct result of North Coast and Williams' unlawful conduct, Bryant suffered and continues to suffer pecuniary harm.

COUNT X– UNJUST ENRICHMENT
(On Behalf of McQueen against North Cost and Williams)

139. McQueen incorporates by reference the allegations from the preceding paragraphs as if fully re-alleged herein.

140. In performing the duties of a manufacturing worker, McQueen conferred a benefit upon Defendants.

141. Defendants knew that McQueen performed the duties of a manufacturing worker for Defendants.

142. Defendants retained the benefit of McQueen's performance of the duties of a manufacturing worker under the circumstances where it was unjust to do so.

143. As a direct result of North Coast and Williams' unlawful conduct, Bryant suffered and continues to suffer pecuniary harm.

WHEREFORE, Plaintiffs TeNita Bryant and Theodore McQueen pray for all the following relief:

- A. Designation of this action as a collective action on behalf of the collective action members and prompt issuance of notice to all similarly-situated members of an opt-in class, apprising them of this action, permitting them to assert timely wage and hour claims in this action, and appointment of Bryant, McQueen, and their counsel to represent the collective action members;
- B. Unpaid minimum wage pay, and an additional and equal amount as liquidated damages pursuant to the FLSA and supporting regulations;
- C. A declaratory judgment that the practices complained of herein are unlawful under the FLSA, the OMFWSA, and Ohio Rev. Code § 4113.15;
- D. An award of unpaid minimum wages under the OMFWSA;
- E. Liquidated damages under Ohio Rev. Code § 4113.15;
- F. An award of any pre-judgment and post-judgment interest.
- G. An award of costs and expenses of this action, together with reasonable attorney's fees and expert fees; and
- H. Such other legal and equitable relief as the Court deems appropriate.

Respectfully Submitted,

/s/ Claire I. Wade-Kilts

Claire I. Wade-Kilts (0093174)

Sean H. Sobel (0086905)

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*Attorneys for Plaintiffs TeNita Bryant,
Theodore McQueen, and the FLSA
Collective*

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)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutional of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

I. Civil Categories: (Please check one category only).

1. ☐ General Civil
2. ☐ Administrative Review/Social Security
3. ☐ Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE: _____

CASE NUMBER: _____

II. **RELATED OR REFILED CASES.** See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action is ☐ **RELATED** to another **PENDING** civil case. This action is ☐ **REFILED** pursuant to **LR 3.1**.

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule **3.8**, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) **Resident defendant.** If the defendant resides in a county within this district, please set forth the name of such county

COUNTY:

Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) **Non-Resident defendant.** If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.

COUNTY:

(3) **Other Cases.** If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.

COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

☐

AKRON

(Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)

☐

CLEVELAND

(Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake, Lorain, Medina and Richland)

☐

YOUNGSTOWN

(Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

☐

TOLEDO

(Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant

)
)
)
)
)
)
)

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SANDY OPACICH, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant

)
)
)
)
)
)
)

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SANDY OPACICH, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____
_____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant

)
)
)
)
)
)
)

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SANDY OPACICH, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant

)
)
)
)
)
)
)

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SANDY OPACICH, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____
_____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

North Coast Natural Solutions, LLC

December 12, 2018

Dear ***TeNita Bryant***,

I am pleased to confirm our verbal offer of employment to you for a ***regular full-time*** position with ***North Coast Natural Solutions, LLC*** as a ***VP of Human Resources***, effective ***December 12, 2018***. As discussed, this offer is conditional upon completion of satisfactory references that could include, but is not necessarily limited to, a review of past employment and education records.

The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both ***North Coast Natural Solutions, LLC*** and yourself with respect to your employment conditions, and is governed by the laws in the State of Ohio. It details the terms and conditions of your employment with ***North Coast Natural Solutions, LLC***, and will form our agreed upon employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to me upon your earliest convenience, but prior to your first day of employment.

TeNita Bryant, we look forward to welcoming you to ***North Coast Natural Solutions, LLC*** team and wish you a successful and rewarding career with us.

Sincerely,

Ty Williams
CEO of North Coast Natural Solutions, LLC

I, ***TeNita Bryant***, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

Signature

Date

Schedule A

NORTH COAST NATURAL SOLUTIONS, LLC TENITA BRYANT
Terms and Conditions of Employment

The following outlines the terms and conditions of employment with *North Coast Natural Solutions, LLC and TeNita Bryant*. North Coast Natural Solutions, LLC reserves the right to change these terms and conditions as necessary, with due notice.

Title	VP of Human Resources
Initial Reporting Relationship	<i>TeNita Bryant, VP of Human Resources</i>
Responsibilities	<p>A copy of your position description is attached as Schedule "B."</p> <p>While employed by North Coast Natural Solutions, LLC, you agree to work on a full-time basis exclusively for North Coast Natural Solutions, LLC and agree that you shall not, while you are employed by North Coast Natural Solutions, LLC, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with North Coast Natural Solutions, LLC or interferes or could reasonably interfere with your duties to North Coast Natural Solutions, LLC without our prior written permission.</p>
Salary	<i>Amount \$131,000 per annum</i>
Signing Bonus	<i>Amount \$25,000</i>
Expense Account	<i>Amount \$3,000 per month</i>
Company Vehicle	<i>A company vehicle will be provided during employment at North Coast Natural Solutions, LLC</i>
Status	<i>Full-time</i>
Start Date	<i>TBD</i>
Hours of Work	North Coast Natural Solutions, LLC's core hours of operation are Monday to Friday from <i>8:30am to 5:30pm</i> . Employees are expected to work a minimum of 40 hours per week.
Payroll Schedule	Your salary will be paid to you on a <i>biweekly</i> basis, less required deductions, <i>(through direct deposit)</i>
Vacation	You will be entitled to Two (2) weeks of vacation annually. Any further increase is subject to policy. Vacation is to be taken at such time as is determined by or acceptable to North Coast Natural Solutions, LLC.
Sick and Personal Days	You will be entitled to Seven (7) sick days and Five (5) personal days annually.
Holidays	You will be entitled to Three (3) Floating Holidays and ALL Federal Holidays annually.
Benefits	You shall be entitled to participate in all benefit plans of <i>North Coast Natural Solutions, LLC</i> as may be made available to employees of <i>North Coast Natural Solutions, LLC</i> . You will receive complete details of all benefits plans as part of your new employee orientation, and enrollment will take place <i>(immediately) OR (once you meet the eligibility criteria)</i> .
Travel	As per the requirements of your position, you will be expected to travel up to 1% of the time.
Probationary Period	To assess your fit within <i>North Coast Natural Solutions, LLC</i> , the first three (3) months of your employment will constitute a probationary period. At any time during this probationary period, <i>North Coast Natural</i>

	<i>Solutions, LLC</i> may terminate your employment without cause and without advance notice or pay in lieu of notice. If this occurs, we would have no further obligation to you, financial or otherwise.
Policies and Standards	<i>North Coast Natural Solutions, LLC</i> has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the <i>North Coast Natural Solutions, LLC</i> . It is agreed that the introduction and administration of these policies is within the sole discretion of <i>North Coast Natural Solutions, LLC</i> and that these policies do not form a part of this Agreement. It is agreed that if <i>North Coast Natural Solutions, LLC</i> introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.
Confidentiality and Intellectual Property	Our offer of employment is conditional upon you agreeing to and abiding by the "Confidentiality and Proprietary Information Agreement." Attached Schedule "C."
Non Solicitation	You hereby agree that, while you are employed by <i>North Coast Natural Solutions, LLC</i> and for five (5) year following the termination of your employment with <i>North Coast Natural Solutions, LLC</i> , you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any <i>North Coast Natural Solutions, LLC</i> employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of <i>North Coast Natural Solutions, LLC</i> in a manner that conflicts with or interferes in the business of <i>North Coast Natural Solutions, LLC</i> as conducted with such customer or supplier.
Representation	You hereby represent and warrant to <i>North Coast Natural Solutions, LLC</i> that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining <i>North Coast Natural Solutions, LLC</i> , breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party.
Changes to Duties and/or Compensation	If your duties or compensation should change during the course of your employment with <i>North Coast Natural Solutions, LLC</i> , the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
Resignation	Should you wish to resign your employment with <i>North Coast Natural Solutions, LLC</i> , you will be required to provide Two (2) weeks' written notice to enable us transition your work.
Termination	<p><i>North Coast Natural Solutions, LLC</i> may terminate your employment at any time for cause.</p> <p>After the end of your probationary period, <i>North Coast Natural Solutions, LLC</i> may terminate your employment without cause at any time by providing you with the minimum notice, or pay in lieu of such notice, and any severance pay required by the <i>Employment Standards Act, 2000</i> and no more.</p> <p>In the event a temporary layoff is ever required, it may be implemented in</p>

	accordance with the requirements of the <i>Employment Standards Act, 2000</i> .
At-Will employment	<p>your employment has been and continues to be “at-will.” This means that during the course of employment with the Company, employees are free to terminate their employment with the Company at any time, with or without a reason, and the Company has the right to terminate employees at any time, with or without a reason. Although the Company may choose to terminate an employee for cause, cause is not required.</p> <p>No one other than the President of the Company has the authority to alter this at-will employment arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the President of the Company.</p>
Legal Advice	If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing.

Schedule B
Job Description

- Collaborate with management team to craft the company's vision and mission
- Develop strategic HR plans and policies (recruitment, training, compensation etc.)
- Hire, guide and evaluate the work of HR executives
- Decide and act on initiatives for equal opportunity, diversity etc.
- Assume responsibility of labor and employee relations
- Re-engineer processes to ensure maximum efficiency
- Ensure all procedures comply with legal regulations
- Analyze the effectiveness of HR operations and policies
- Prepare reports for the CEO using business metrics and KPIs

Schedule C

**Employee Covenants
Confidentiality and Proprietary Information Agreement**

In consideration of employment as an employee or engagement as an independent contractor with *North Coast Natural Solutions, LLC* ("**North Coast Natural Solutions, LLC**"), the undersigned (the "**Participant**") agrees and covenants as follows:

1. Employment with North Coast Natural Solutions, LLC as an employee or engagement with North Coast Natural Solutions, LLC as an independent contractor, as the case may be (the "**Engagement**"), will give the Participant access to proprietary and confidential information belonging to North Coast Natural Solutions, LLC, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "**Confidential Information**"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of North Coast Natural Solutions, LLC.
2. As referred to herein, the "**Business of North Coast Natural Solutions, LLC**" shall relate to the business of North Coast Natural Solutions, LLC as the same is determined by the Board of Directors of North Coast Natural Solutions, LLC from time to time.
3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of North Coast Natural Solutions, LLC, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "**Proprietary Property**"). North Coast Natural Solutions, LLC shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to North Coast Natural Solutions, LLC any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on North Coast Natural Solutions, LLC's premises or through the use of North Coast Natural Solutions, LLC's property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of North Coast Natural Solutions, LLC. The Participant shall keep full and accurate records accessible at all times to North Coast Natural Solutions, LLC relating to all Proprietary Property and shall

promptly disclose and deliver to North Coast Natural Solutions, LLC all Proprietary Property.

4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of North Coast Natural Solutions, LLC. The Participant may, however, use or disclose Confidential Information which:
 - (i) is or becomes public other than through a breach of this Agreement;
 - (ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
 - (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs North Coast Natural Solutions, LLC of such requirement in sufficient time to allow North Coast Natural Solutions, LLC to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by North Coast Natural Solutions, LLC, Confidential Information and Proprietary Property to North Coast Natural Solutions, LLC upon request by North Coast Natural Solutions, LLC at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto North Coast Natural Solutions, LLC's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
6. At the reasonable request and at the sole expense of North Coast Natural Solutions, LLC, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure North Coast Natural Solutions, LLC's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to North Coast Natural Solutions, LLC written assignments of all rights to North Coast Natural Solutions, LLC and any other documents required to enable North Coast Natural Solutions, LLC to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as North Coast Natural Solutions, LLC considers advisable anywhere in the world.

7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
8. The Participant agrees that the Participant will, if requested from time to time by North Coast Natural Solutions, LLC, execute such further reasonable agreements as to confidentiality and proprietary rights as North Coast Natural Solutions, LLC's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.
9. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
10. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by North Coast Natural Solutions, LLC will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
11. The Participant acknowledges that the services provided by the Participant to North Coast Natural Solutions, LLC are unique. The Participant further agrees that irreparable harm will be suffered by North Coast Natural Solutions, LLC in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the North Coast Natural Solutions, LLC will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against North Coast Natural Solutions, LLC shall not constitute a defense in any injunction action, application or motion brought against the Participant by North Coast Natural Solutions, LLC.
12. This Agreement is governed by the laws of the State of Ohio and the Participant agrees to the non-exclusive jurisdiction of the courts of the State of Ohio in relation to this Agreement.
13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.