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Per local Rule, This case is assigned to
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all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

JAZZMINE TOLIVER on behalf of
herself, all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

THRIVE SUPPORT SERVICES, INC.;
and DOES 1-100,

Defendants.

Case No. C25-00799

**PLAINTIFF'S CLASS ACTION
COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, AND RESTITUTION**

- 1) Failure to Pay All Straight Time Wages;
- 2) Failure to Pay All Overtime Wages;
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 15-2001(11); Cal. Code Regs., tit. 8 § 11150);
- 4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 15-2001(12); Cal. Code Regs. Title 8 § 11150);
- 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175);
- 6) Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§ 201-203);
- 7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.); and
- 8) Violation of the Private Attorneys General Act (Lab. Code §§ 2698).

DEMAND FOR JURY TRIAL

SUMMONS ISSUED

1 Plaintiff Jazzmine Toliver, on behalf of herself, all others similarly situated, and on behalf of the
2 general public, complains of Defendant Thrive Support Services, Inc. (“Defendant” or “THRIVE”)
3 and/or DOES and for causes of action and alleges:

4 1. This is a class action pursuant to California Code of Civil Procedure section 382 on behalf
5 of Plaintiff and all non-exempt hourly employees who are presently or were formerly
6 employed by THRIVE and/or DOES and/or their subsidiaries or affiliated companies
7 and/or predecessors within the State of California.

8 2. THRIVE and/or DOES provide in-home care and independent living services to its clients.

9 3. THRIVE and/or DOES employ hourly, non-exempt employees to provide these services.

10 4. Throughout the time period that includes the four years prior to filing this action to the
11 present (the “Statutory Period”), THRIVE and/or DOES have maintained uniform policies
12 that violate the wage and hour rights of Plaintiff and similarly situated hourly non-exempt
13 employees in the manner complained of herein.

14 5. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
15 exempt employees, THRIVE and/or DOES fail to pay Plaintiff and the Class Members all
16 straight time and overtime wages owed. Specifically, THRIVE and/or DOES have a
17 continuous and consistent policy of requiring Plaintiff and the Class Members to work
18 before clocking in, after clocking out, and during meal periods. Plaintiff and the Class
19 Members are not paid for this time. For example, Plaintiff and the Class Members would
20 have to clock out at their scheduled end time and wait, unpaid, for another employee relieve
21 them at the end of their shift. If an employee was running late, Plaintiff and the Class
22 Members could have to wait for hours after their shift – unpaid – until the employee arrived.

23 6. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
24 exempt employees, THRIVE and/or DOES required Plaintiff and the Class Members to
25 take on-duty meal periods but failed to pay Plaintiff and the Class Members for their meal
26 period time. Plaintiff and the Class Members are informed and believe and thereon allege
27 that THRIVE and/or DOES breached the legal duty to pay full wages to Plaintiff and the
28 Class Members by failing to pay for wages earned by Plaintiff and the Class Members

1 when they are not relieved of all work duties during their meal periods, and/or remain
2 subject to THRIVE's and/or DOES' control during their meal periods. Thus, Plaintiff and
3 the Class Members are owed wages each shift for such time.

4 7. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
5 exempt employees, THRIVE and/or DOES require Plaintiff and the Class Members to take
6 training courses and failed to pay Plaintiff and the Class Members for this time.

7 8. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
8 exempt employees, THRIVE and/or DOES fail to provide Plaintiff and the Class Members
9 with meal periods that comply with California law and failed to authorize and permit rest
10 periods that comply with California law.

11 9. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
12 exempt employees, THRIVE and/or DOES require Plaintiff and Class Members to work
13 through their meal periods thereby denying Plaintiff and Class Members of the right to be
14 completely free from employer control under California law.

15 10. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
16 exempt employees, THRIVE and/or DOES failed to provide Plaintiff and Class Members
17 with off-duty meal periods. THRIVE and/or DOES breached the legal duty to provide meal
18 periods to employees because when Plaintiff and Class Members were provided meal
19 periods, they were unlawful because THRIVE and/or DOES imposed a continuous and
20 consistent policy and/or practice requiring Plaintiff and Class Members to continue
21 working during their meal periods and/or take on-duty meal periods, thereby denying
22 Plaintiff and Class Members of the right to be completely free from employer control under
23 California law.

24 11. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
25 exempt employees, Ms. Toliver and Class Members are not free of all work duties and/or
26 employer control during meal periods.

27 12. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
28 exempt employees, THRIVE and/or DOES have a consistent policy and/or practice of not

- 1 providing duty-free net ten-minute rest periods to Ms. Toliver and all Class Members
2 and/or providing compensation in lieu thereof.
- 3 13. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
4 exempt employees, THRIVE and/or DOES breach the legal duty to provide rest periods to
5 employees by imposing a continuous and consistent policy requiring Ms. Toliver and Class
6 Members to keep working during their rest periods, thereby denying Ms. Toliver and Class
7 Members of the right to be completely free from employer control under California law.
- 8 14. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
9 exempt employees, employees are not free of all work duties and/or employer control
10 during rest periods.
- 11 15. Throughout the Statutory Period and through uniform policies applicable to all hourly non-
12 exempt employees, THRIVE and/or DOES knowingly and intentionally provide wage
13 statements to employees that fail to specifically itemize everything required under
14 California Labor Code section 226(a).
- 15 16. Throughout the Statutory Period and through uniform policies applicable to all hourly non-
16 exempt employees, THRIVE and/or DOES willfully fail to pay all wages due at the
17 termination of employment.
- 18 17. Plaintiff JAZZMINE TOLIVER, on behalf of herself and all of THRIVE's and/or DOES'
19 hourly non-exempt employees employed at any time during the Statutory Period brings
20 this action pursuant to California Labor Code Sections 201-203, 218, 218.5, 222, 223, 224,
21 226, subd. (b), 226.3, 226.7, 510, 512, 515, 558, 1194, 1194.2, 1197, 2698, *et seq.*, and
22 California Code of Regulations, Title 8, sections 11150 and 3395, seeking unpaid wages,
23 overtime, meal and rest period compensation, penalties, injunctive and other equitable
24 relief, and reasonable attorneys' fees and costs.
- 25 18. Plaintiff JAZZMINE TOLIVER, on behalf of herself and all of THRIVE's and/or DOES'
26 hourly non-exempt employees employed at any time during the Statutory Period, pursuant
27 to California Business and Professions Code sections 17200-17208, also seeks injunctive
28 relief, restitution, and disgorgement of all benefits THRIVE and/or DOES enjoyed from

1 their failure to pay all straight time wages, overtime wages, and meal and rest period
2 compensation.

3 **I. VENUE**

4 19. Venue as to each Defendant, THRIVE and/or DOES, is proper in this judicial district,
5 pursuant to California Code of Civil Procedure section 395. Defendant THRIVE and/or
6 DOES conduct business and commit California Labor Code violations within Contra Costa
7 County, and each Defendant and/or DOE is within California for service of process
8 purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those
9 similarly situated within the State of California and within Contra Costa County. Defendant
10 THRIVE and/or DOES employ numerous non-exempt employees who perform and/or
11 performed work for THRIVE in Contra Costa County, California during the Statutory
12 Period.

13 **II. PARTIES**

14 **A. Plaintiffs.**

15 20. Throughout the Statutory Period, Plaintiff JAZZMINE TOLIVER is and was a resident of
16 California. During the Statutory Period, JAZZMINE TOLIVER was employed by
17 Defendant THRIVE and/or DOES in California as hourly, non-exempt employee.

18 21. Plaintiff and the proposed class of similarly situated hourly non-exempt employees are
19 covered by, inter alia, California IWC Occupational Wage Order No. 15-2001, and Title 8,
20 California Code of Regulations, § 11150.

21 22. A notice correspondence showing compliance with Labor Code Section 2699.3 was sent
22 to the LWDA and Defendant on December 5, 2024. This notice demonstrates that Plaintiff
23 is an aggrieved employee and has standing to bring a representative action on behalf of the
24 LWDA and as a private attorney general. No notice of cure by Defendant was provided
25 and no notice of investigation was received from the LWDA in the statutorily proscribed
26 sixty-five (65) day period since the mailing of the notice of the action. Accordingly,
27 Plaintiff files this action as a “Representative Action” as authorized by Labor Code Section
28 2699.3(a)(2)(C).

1 **B. Defendants.**

2 23. THRIVE and/or DOES provide in-home care and independent living services to its clients.

3 24. THRIVE and/or DOES employ hourly, non-exempt employees to provide these services.

4 25. THRIVE employed Plaintiff and similarly situated hourly non-exempt employees in
5 California.

6 26. The true names and capacities, whether individual, corporate, associate, or otherwise, of
7 Defendants DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore sues
8 these Defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
10 designated herein as a DOE is legally responsible in some manner for the unlawful acts
11 referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
12 true names and capacities of the Defendants designated hereinafter as DOES when such
13 identities become known.

14 27. Plaintiff is informed and believes, and based thereon alleges, that each Defendant and/or
15 DOE acted in all respects pertinent to this action as the agent of the other Defendants and/or
16 DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
17 and the acts of each Defendants and/or DOES are legally attributable to the other
18 Defendants and/or DOES.

19 **III. CLASS ACTION ALLEGATIONS**

20 28. Plaintiff brings this action on behalf of herself and all others similarly situated as a class
21 action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
22 represent a Class composed of and defined as follows:

23
24 All California citizens who are employed or have been employed by
25 THRIVE and/or DOES in the State of California as hourly non-
26 exempt employees at any time during the period of the relevant
27 statute of limitations. ("Class Members")
28

1 Plaintiff also seeks to represent subclasses composed of and defined as follows:

2
3 All Class Members who worked one (1) or more shifts in excess of
4 five (5) hours.

5
6 All Class Members who worked one (1) or more shifts in excess of
7 six (6) hours.

8
9 All Class Members who worked one (1) or more shifts in excess of
10 ten (10) hours.

11
12 All Class Members who worked one (1) or more shifts in excess of
13 twelve (12) hours.

14
15 All Class Members who worked one (1) or more shifts in excess of
16 two (2) hours.

17
18 All Class Members who worked one (1) or more shifts in excess of
19 three (3) hour and one-half hours, but less than or equal to six (6)
20 hours.

21
22 All Class Members who worked one (1) or more shifts in excess of
23 six (6) hours, but less than or equal to ten (10) hours.

24
25 All Class Members who worked one (1) or more shifts in excess of
26 ten (10) hours.

27
28 All Class Members who worked one (1) or more shifts in which they

received a wage statement for the corresponding pay period.

All Class Members who were not paid wages for meal periods.

All Class Members who were not paid for all time during which they were subject to the control of Defendant and/or suffered or permitted to work for Defendant during the relevant period of the statute of limitations.

All Class Members who had wages unlawfully deducted.

All Class Members who were not provided with accurate itemized wage statements.

All Class Members who separated their employment from Defendant.

29. Plaintiff reserves the right under rule 1855, subdivision (b), California Rules of Court, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

30. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity.

31. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that THRIVE and/or

DOES currently employ, and during the liability period employed, over one hundred (100) Class Members in Contra Costa County during the liability period and who are or have been affected by THRIVE's and/or DOES' policies of wage theft, failure to pay all straight and overtime wages owed, failure to provide meal and/or rest periods without the appropriate legal compensation, willful failure to pay all wages due at time of separation from employment, and knowing and intentional failure to provide accurate and itemized employee wage statements.

32. Accounting for employee turnover during the relevant periods increases this number substantially. Upon information and belief, Plaintiff alleges THRIVE's and/or DOES' employment records will provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality.

33. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

(1) Whether THRIVE and/or DOES violated the Labor Code and/or applicable IWC Wage Orders in failing to pay its employees all earned wages at the regular rate for all hours worked.

(2) Whether THRIVE's and/or DOES' uniform policies and/or practices whereby employees were pressured and/or incentivized to forego taking meal and/or rest periods.

(3) Whether THRIVE's and/or DOES' violated Labor Code section 226.7, IWC Wage Order No. 15-2001 or other applicable IWC Wage Orders, and/or California Code of Regulations, Title 8, section 11150, by failing to authorize, permit, and/or provide thirty-minute meal periods before the end of the fifth hour worked and/or failing to pay said employees one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not authorized, permitted and/or provided.

(4) Whether THRIVE and/or DOES violated Labor Code section 226.7, IWC Wage Order No. 15-2001 or other applicable IWC Wage Orders, and/or California Code of Regulations, Title 8, section 11150, by failing to authorize, permit, and/or provide ten minute rest periods to its employees for every four (4) hours or major fraction thereof worked and/or failing to pay said employees one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not authorized, permitted and/or provided.

(5) Whether THRIVE and/or DOES willfully fail to pay, in a timely manner, wages owed to members of the proposed Class who left THRIVE's and/or DOES' employ or who were terminated.

(6) Whether THRIVE and/or DOES have uniform policies and/or practices of failing to provide employees accurate and itemized wage statements.

(7) Whether THRIVE and/or DOES have uniform policies and/or practices of failing to timely pay all wages owed to employees who left THRIVE's and/or DOES' employ or who were terminated.

34. The answer to each of these respective questions will generate a common answer capable of resolving class-wide liability in one stroke.

35. Said common questions predominate over any individualized issues and/or questions affecting only individual members.

C. Typicality.

36. The claims of the named Plaintiff are typical of the claims of the proposed Class. Plaintiff and all members of the proposed Class sustained injuries and damages arising out of and caused by THRIVE's and/or DOES' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged.

37. Plaintiff Jazzmine Toliver was subjected to the same uniform policies and/or practices complained of herein that affected all such employees. Thus, as Jazzmine Toliver was

1 subjected to the same unlawful policies and practices as all employees, her claims are
2 typical of the class she seeks to represent.

3 **D. Adequacy of Representation.**

4 38. Plaintiff will fairly and adequately represent and protect the interests of the members of the
5 Class.

6 39. Plaintiff is ready and willing to take the time necessary to help litigate this case.

7 40. Plaintiff has no conflicts that will disallow her to fairly and adequately represent and
8 protect the interests of the members of the Class.

9 41. Counsel who represent Plaintiff are competent and experienced in litigating large
10 employment class actions.

11 42. Specifically, David Mara, Esq. and Jill Vecchi, Esq. of Mara Law Firm, PC, and Peter
12 Horton, Esq. of Lawyers for Employee and Consumer Rights are California lawyers in
13 good standing.

14 43. Counsel who represent Plaintiff are competent and experienced in litigating large
15 employment class actions.

16 44. Counsel who represent Plaintiff have been named class counsel in numerous cases.

17 45. Counsel who represent Plaintiff's practice is primarily focused on representing classes,
18 large and small, on the basis of *California Labor Code* and IWC Wage Order Violations
19 similar to those alleged herein. The attorneys at Mara Law Firm, PC, are also frequently
20 called upon to and do author amicus briefs on behalf of the Consumer Attorneys of
21 California on cases in the appellate courts and Supreme Court of California involving
22 important issues relating to those alleged herein.

23 46. Counsel who represent Plaintiff have the resources to take this case to trial and judgment,
24 if necessary.

25 47. The lawyers representing Plaintiff have the experience, ability, and ways and means to
26 vigorously prosecute this case.

27 **E. Superiority of Class Action.**

28 48. A class action is superior to other available means for the fair and efficient adjudication of

1 this controversy. Individual joinder of all Class Members is not practicable, and questions
2 of law and fact common to the Class predominate over any questions affecting only
3 individual members of the Class. Each member of the Class has been damaged and is
4 entitled to recovery by reason of THRIVE's and/or DOES' illegal policies and/or practices
5 of failing to pay all straight time and overtime wages owed, failing to permit or authorize
6 rest periods, failing to provide meal periods, knowingly and intentionally failing to comply
7 with wage statement requirements, and failing to pay all wages due at termination.

8 49. Class action treatment will allow those similarly situated persons to litigate their claims in
9 the manner that is most efficient and economical for the parties and the judicial system.
10 Plaintiff is unaware of any difficulties that are likely to be encountered in the management
11 of this action that would preclude its maintenance as a class action.

12 50. Because such common questions predominate over any individualized issues and/or
13 questions affecting only individual members, class resolution is superior to other methods
14 for fair and efficient adjudication.

15 **IV. CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION AGAINST THRIVE AND/OR DOES: Failure to Pay All** 17 **Straight Time Wages**

18 51. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
19 and every other paragraph in this Complaint herein as if fully plead.

20 52. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those
21 similarly situated for all hours worked.

22 53. It is fundamental that an employer must pay its employees for all time worked. California
23 Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages.
24 California Labor Code section 222 prohibits the withholding of part of a wage. California
25 Labor Code section 223 prohibits the payment of less than a statutory or contractual wage
26 scale. California Labor Code section 1197 prohibits the payment of less than the minimum
27 wage. California Labor Code section 1194 states that an employee receiving less than the
28 legal minimum wage is entitled to recover in a civil action the unpaid balance of the full

1 amount of this minimum wage. California Labor Code section 1194.2 states that an
2 employee receiving less than the legal minimum wage is entitled to recover liquidated
3 damages in an amount equal to the wages unlawfully unpaid and interest thereon.
4 California Labor Code section 224 only permits deductions from wages when the employer
5 is required or empowered to do so by state or federal law or when the deduction is expressly
6 authorized in writing by the employee for specified purposes that do not have the effect of
7 reducing the agreed upon wage.

8 54. Plaintiff and those similarly situated Class Members were employed by THRIVE and/or
9 DOES at all relevant times. THRIVE and/or DOES were required to compensate Plaintiff
10 for all hours worked and were prohibited from making deductions that had the effect of
11 reducing the agreed upon wage.

12 55. THRIVE and/or DOES have had a continuous policy of not paying Plaintiff and those
13 similarly situated for all hours worked. Specifically, THRIVE and/or DOES have a
14 continuous and consistent policy of requiring employees to work before clocking in, after
15 clocking out, and during meal periods. Plaintiff and the Class Members are not paid for
16 this time. For example, Plaintiff and the Class Members would have to clock out at their
17 scheduled end time and wait, unpaid, for another employee relieve them at the end of their
18 shift. If an employee was running late, Plaintiff and the Class Members could have to wait
19 for hours after their shift – unpaid – until the employee arrived. Failing to pay for all hours
20 worked while under THRIVE's and/or DOES' control and/or while suffered or permitted
21 to work has resulted in Plaintiff and Class Members being deprived of straight time wages
22 throughout the Statutory Period.

23 56. In addition, Plaintiff and Class Members have to take on-duty meal periods but were not
24 paid for their meal period time. Plaintiff and Class Members are informed and believe and
25 thereon allege that THRIVE and/or DOES breached the legal duty to pay full wages to
26 Plaintiff and Class Members by failing to pay for wages earned by Plaintiff and Class
27 Members when they are not relieved of all work duties during their meal periods, and/or
28 remain subject to THRIVE's and/or DOES' control during their meal periods. Thus,

- 1 Plaintiff and Class Members are owed wages each shift for such time.
- 2 57. Defendant and/or DOES have a continuous and consistent policy of failing to pay full
- 3 wages to Plaintiff and the Class Members by deducting a portion of the wages earned by
- 4 Plaintiff and the Class Members when they worked through their meal periods, are not
- 5 relieved of all work duties during their meal periods and/or when THRIVE recorded a meal
- 6 period for Plaintiff and the Class Members when no meal period was taken.
- 7 58. Furthermore, THRIVE and/or DOES require Plaintiff and Class Members to take training
- 8 courses and fail to pay Plaintiff and Class Members for this time.
- 9 59. Failing to pay for all hours worked while under THRIVE's and/or DOES' control and/or
- 10 while suffered or permitted to work has resulted in Class Members being deprived of
- 11 straight time wages throughout the Statutory Period.
- 12 60. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
- 13 result of THRIVE's and/or DOES' uniform policies and/or practices, Plaintiff and the Class
- 14 Members have suffered, and continue to suffer, substantial unpaid wages, and lost interest
- 15 on such wages, and expenses and attorneys' fees in seeking to compel THRIVE and/or
- 16 DOES to fully perform their obligations under state law, all to their respective damage in
- 17 amounts, according to proof at trial.
- 18 61. As a direct result of THRIVE's and/or DOES' policy of illegal wage theft, Plaintiff and
- 19 those similarly situated have been damaged in an amount to be proven at trial.
- 20 62. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
- 21 below.

22 **SECOND CAUSE OF ACTION AGAINST THRIVE AND/OR DOES: Failure to Pay All**

23 **Overtime Wages**

- 24 63. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
- 25 and every other paragraph in this Complaint herein as if fully plead.
- 26 64. It is fundamental that an employer must pay its employees for all time worked. California
- 27 Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages.
- 28 California Labor Code section 222 prohibits the withholding of part of a wage. California

1 Labor Code section 223 prohibits the payment of less than a statutory or contractual wage
2 scale. California Labor Code section 1197 prohibits the payment of less than the minimum
3 wage. California Labor Code section 224 only permits deductions from wages when the
4 employer is required or empowered to do so by state or federal law or when the deduction
5 is expressly authorized in writing by the employee for specified purposes that do not have
6 the effect of reducing the agreed upon wage.

7 65. THRIVE and/or DOES fail to pay overtime when employees worked over eight (8) hours
8 per day and when employees worked over forty (40) hours per week.

9 66. THRIVE and/or DOES have a continuous policy of not paying Plaintiff and the Class
10 Members for all overtime hours worked. THRIVE and/or DOES fail to pay for all time
11 during which Plaintiff and the Class Members work throughout their shift. Specifically,
12 THRIVE and/or DOES have a continuous and consistent policy of requiring employees to
13 work before clocking in, after clocking out, and during meal periods. Plaintiff and the Class
14 Members are not paid for this time. For example, Plaintiff and the Class Members would
15 have to clock out at their scheduled end time and wait, unpaid, for another employee relieve
16 them at the end of their shift. If an employee was running late, Plaintiff and the Class
17 Members could have to wait for hours after their shift – unpaid – until the employee arrived.
18 Failing to pay for all hours worked while under THRIVE's and/or DOES' control and/or
19 while suffered or permitted to work has resulted in Plaintiff and Class Members being
20 deprived of overtime time wages throughout the Statutory Period.

21 67. In addition, Plaintiff and Class Members had to take on-duty meal periods but were not
22 paid for their meal period time. Plaintiff and Class Members are informed and believe and
23 thereon allege that THRIVE and/or DOES breached the legal duty to pay full wages to
24 Plaintiff and Class Members by failing to pay for wages earned by Plaintiff and Class
25 Members when they are not relieved of all work duties during their meal periods, and/or
26 remain subject to THRIVE's and/or DOES' control during their meal periods. Thus,
27 Plaintiff and Class Members are owed wages each shift for such time. When employees
28 work over eight hours in a shift, this unpaid time must be paid at an overtime rate.

1 68. Plaintiff and those similarly situated Class Members were employed by THRIVE and/or
2 DOES at all relevant times. THRIVE and/or DOES were required to compensate Plaintiff
3 for all overtime hours worked and were prohibited from making deductions that had the
4 effect of reducing the agreed upon wage.

5 69. THRIVE and/or DOES fail to pay for the overtime that was due, pursuant to IWC Wage
6 Order No. 15-2001, item 3(A).

7 70. Defendant fails to pay for all time during which Plaintiff and Class Members work
8 throughout their shift. As most shifts worked are at least eight hours in length, this time
9 during which employees are uncompensated before clocking in and/or during meal periods
10 but under Defendant's control, should be, but was not, paid at the applicable overtime rate.

11 71. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
12 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the
13 Class Members have suffered, and continue to suffer, substantial unpaid overtime wages,
14 and lost interest on such overtime wages, and expenses and attorneys' fees in seeking to
15 compel THRIVE and/or DOES to fully perform their obligations under state law, all to
16 their respective damage in amounts according to proof at time of trial. THRIVE and/or
17 DOES commit the acts alleged herein knowingly and willfully, with the wrongful and
18 deliberate intention on injuring Plaintiff and the Class Members. THRIVE and/or DOES
19 act with malice or in conscious disregard of Plaintiff's and the Class Member's rights. In
20 addition to compensation, Plaintiff is also entitled to any penalties allowed by law.

21 72. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
22 below.

23 **THIRD CAUSE OF ACTION AGAINST THRIVE AND/OR DOES: Failure to Provide**
24 **Meal Periods, or Compensation in Lieu Thereof (Lab. Code §§ 226.7, 512, IWC Wage Order**
25 **No. 15-2001(11); Cal. Code Regs., tit. 8, § 11150)**

26 73. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
27 and every other paragraph in this Complaint herein as if fully plead.

28 74. Under California Labor Code section 512 and IWC Wage Order No. 5, no employer shall

1 employ any person for a work period of more than five (5) hours without providing a meal
2 period of not less than thirty (30) minutes. During these meal periods of not less than thirty
3 (30) minutes, the employee is to be completely free of the employer's control and must not
4 perform any work for the employer. If the employee does perform work for the employer
5 during the thirty (30) minute meal period, the employee has not been provided a meal
6 period in accordance with the law. Also, the employee is to be compensated for any work
7 performed during the thirty (30) minute meal period.

8 75. In addition, an employer may not employ an employee for a work period of more than ten
9 (10) hours per day without providing the employee with another meal period of no less
10 than thirty (30) minutes.

11 76. Under California Labor Code section 226.7, if the employer does not provide an employee
12 a meal period in accordance with the above requirements, the employer shall pay the
13 employee one (1) hour of pay at the employee's regular rate of compensation for each
14 workday that the meal period is not provided.

15 77. THRIVE and/or DOES fail to provide thirty (30) minute, uninterrupted meal periods to
16 Plaintiff and Class Members who worked for work periods of more than five (5)
17 consecutive hours. As such, Plaintiff and Class Members were required to work over five
18 (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted,
19 duty-free meal period within that time.

20 78. THRIVE and/or DOES fail to provide thirty (30) minute, uninterrupted duty-free meal
21 periods to Plaintiff and Class Members for every five (5) continuous hours worked.

22 79. Specifically, THRIVE and/or DOES fail to provide Plaintiff and Class Members with off-
23 duty meal periods. THRIVE and/or DOES breached the legal duty to provide meal periods
24 to employees because when Plaintiff and Class Members were provided meal periods, they
25 were unlawful because THRIVE and/or DOES impose a continuous and consistent policy
26 and/or practice requiring Plaintiff and Class Members to continue working during their
27 meal periods and/or take on-duty meal periods, thereby denying Plaintiff and Class
28 Members of the right to be completely free from employer control under California law.

1 80. THRIVE and/or DOES did not have a policy of providing a second meal period before the
2 end of the tenth hour.

3 81. Failing to provide compensation for such unprovided or improperly provided meal periods,
4 as alleged above, THRIVE and/or DOES willfully violate the provisions of California
5 Labor Code sections 226.7, 512, and IWC Wage Order No. 5.

6 82. As a result of the unlawful acts of THRIVE and/or DOES, Plaintiff and the Class she seeks
7 to represent have been deprived of premium wages, in amounts to be determined at trial,
8 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
9 fees and costs, pursuant to Labor Code section 226.7, and IWC Wage Order No. 15-2001.
10 Plaintiff and the Class she seeks to represent did not willfully waive their right to take meal
11 periods through mutual consent with THRIVE and/or DOES.

12 83. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
13 below.

14 **FOURTH CAUSE OF ACTION AGAINST THRIVE AND/OR DOES: Failure to Authorize**
15 **and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 15-2001(12); Cal. Code**
16 **Regs. Title 8 § 11150)**

17 84. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
18 and every other paragraph in this Complaint herein, as if fully plead.

19 85. Under IWC Wage Order No. 15, every employer shall authorize and permit all employees
20 to take rest periods, “[t]he authorized rest period time shall be based on the total hours
21 worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major
22 fraction thereof.” IWC Wage Order 15-2001(12). The time spent on rest periods “shall be
23 counted as hours worked for which there shall be no deduction from wages.” *Id.*

24 86. Under California Labor Code section 226.7, if the employer does not provide an employee
25 a rest period in accordance with the above requirements, the employer shall pay the
26 employee one (1) hour of pay at the employee’s regular rate of compensation for each
27 workday that the rest break is not provided.

28 87. At all relevant times, Defendant and/or DOES fail to authorize and/or permit rest period

1 time based upon the total hours worked daily at the rate of ten (10) minutes net rest time
2 per four (4) hours or major fraction thereof.

3 88. Further, Plaintiff and the Class Members are required to work eight (8) to twelve (12) hour
4 shifts but are not provided with first, second and/or third rest breaks free of employer's
5 control.

6 89. Defendant and/or DOES also breach the legal duty to provide rest periods to employees by
7 imposing a continuous and consistent policy of requiring Plaintiff and Class Members to
8 work through their rest periods thereby denying Plaintiff and the Class Members of the
9 right to be completely free from employer control under California law.

10 90. Specifically, THRIVE and/or DOES fail to provide Plaintiff and the Class Members with
11 off-duty rest periods. THRIVE and/or DOES breached the legal duty to provide rest periods
12 to Plaintiff and the Class Members by imposing a continuous and consistent policy and/or
13 practice of requiring Plaintiff and the Class Members to work through their rest periods
14 and/or take on-duty rest periods, thereby denying Plaintiff and the Class Members of the
15 right to be completely free from employer control under California law.

16 91. As a result of the unlawful acts of THRIVE and/or DOES, Plaintiff and the Class she seeks
17 to represent have been deprived of premium wages, in amounts to be determined at trial,
18 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
19 fees and costs, pursuant to Labor Code section 226.7, and IWC Wage Order No. 15-2001.

20 92. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
21 below.

22 **FIFTH CAUSE OF ACTION AGAINST THRIVE AND/OR DOES: Knowing and**
23 **Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab.**
24 **Code §§ 226, 1174, 1175; IWC Wage Order No. 5; Cal. Code Regs., Title 8, § 11150)**

25 93. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
26 and every other paragraph in this Complaint herein as if fully plead.

27 94. California Labor Code section 226 subdivision (a) requires Defendant and/or DOES to,
28 inter alia, itemize in wage statements and accurately report the total hours worked and total

1 wages earned. THRIVE and/or DOES have knowingly and intentionally failed to comply
2 with California Labor Code section 226, subdivision (a), on each and every wage statement
3 provided to Plaintiff JAZZMINE TOLIVER and members of the proposed Class.

4 95. California Labor Code section 1174 requires THRIVE and/or DOES to maintain and
5 preserve, in a centralized location, records showing the daily hours worked by and the
6 wages paid to its employees. THRIVE and/or DOES have knowingly and intentionally
7 failed to comply with California Labor Code section 1174. The failure of THRIVE and/or
8 DOES, and each of them, to comply with California Labor Code section 1174 is unlawful
9 pursuant to California Labor Code section 1175.

10 96. THRIVE and/or DOES fail to maintain accurate time records - as required by IWC Wage
11 Order No. 15-2001(7), and Cal. Code Regs., Title 8 section 11150 - showing, among other
12 things, when the employee begins and ends each work period, the total daily hours worked
13 in itemized wage statements, total wages, bonuses and/or incentives earned, and all
14 deductions made.

15 97. THRIVE and/or DOES have knowingly and intentionally failed to provide Plaintiff and
16 the Class Members with accurate itemized wage statements which show: “(1) gross wages
17 earned, (2) total hours worked by the employee, . . . (4) all deductions, provided that all
18 deductions made on written orders of the employee may be aggregated and shown as one
19 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
20 paid, (7) the name of the employee and only the last four digits of his or her social security
21 number or an employee identification number other than a social security number, (8) the
22 name and address of the legal entity that is the employer and, if the employer is a farm
23 labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
24 legal entity that secured the services of the employer, and (9) all applicable hourly rates in
25 effect during the pay period and the corresponding number of hours worked at each hourly
26 rate by the employee[.]” California Labor Code section 226(a).

27 98. THRIVE and/or DOES knowingly and intentionally failed to itemize and include all gross
28 and net wages earned on wage statements

1 99. THRIVE and/or DOES knowingly and intentionally did not include the gross wages earned
2 on wage statements. THRIVE therefore knowingly and intentionally failed to itemize the
3 gross wages earned on Plaintiff's and the Class Members' wage statements.

4 100. In every pay period during the period of the relevant statute of limitations, THRIVE and/or
5 DOES knowingly and intentionally did not itemize the total hours worked on wage
6 statements as *Labor Code* section 226, subsection (a), requires. In every pay period during
7 the period of the relevant statute of limitations, THRIVE and/or DOES knowingly and
8 intentionally did not include the total hours worked on wage statements. As outlined herein,
9 THRIVE and/or DOES have a continuous policy of not paying Plaintiff and the Class
10 Members for all hours worked. Specifically, THRIVE and/or DOES have a continuous and
11 consistent policy of requiring employees to work before clocking in, after clocking out,
12 and during meal periods. Plaintiff and the Class Members are not paid for this time. For
13 example, Plaintiff and the Class Members would have to clock out at their scheduled end
14 time and wait, unpaid, for another employee relieve them at the end of their shift. If an
15 employee was running late, Plaintiff and the Class Members could have to wait for hours
16 after their shift – unpaid – until the employee arrived. In addition, Plaintiff and the Class
17 Members are informed and believe and thereon allege that THRIVE and/or DOES
18 breached the legal duty to pay full wages to Plaintiff and the Class Members by failing to
19 pay for wages earned by Plaintiff and the Class Members when they are not relieved of all
20 work duties during their meal periods, and/or remain subject to THRIVE's and/or DOES'
21 control during their meal periods. Thus, Plaintiff and the Class Members are owed wages
22 for meal period time during which they are subject to Defendant's control and during which
23 they are not free from all work duties. Further, THRIVE and/or DOES requires Plaintiff
24 and the Class Members to take training courses and failed to pay Plaintiff and the Class
25 Members for this time. These hours are not included on wage statements.

26 101. In every pay period during the period of the relevant statute of limitations, THRIVE and/or
27 DOES knowingly and intentionally did not include the net wages earned on wage
28 statements.

1 102. In every pay period during the period of the relevant statute of limitations, THRIVE and/or
2 DOES knowingly and intentionally did not include all meal and rest period premiums on
3 wage statements.

4 103. As a result of the knowing and intentional failure by THRIVE and/or DOES to comply
5 with itemized employee wage statement provisions, Plaintiff and the Class Members have
6 been able to reconstruct only a reasonable estimate of the hours worked and have, therefore,
7 not received full compensation.

8 104. Under California Labor Code section 226.3, “[a]ny employer who violates subdivision (a)
9 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars
10 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)
11 per employee for each violation in a subsequent citation, for which the employer fails to
12 provide the employee a wage deduction statement or fails to keep the records required in
13 subdivision (a) of Section 226.” The penalties provided for in California Labor Code
14 section 226.3 are in addition to other penalties provided by law.

15 105. As a direct result of THRIVE and/or DOES unlawful acts, Plaintiff and the Class she
16 intends to represent have been damaged and are entitled to recovery of such amounts, plus
17 interest thereon, attorneys’ fees, and costs, pursuant to California Labor Code section 226.

18 106. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
19 below.

20 **SIXTH CAUSE OF ACTION AGAINST THRIVE AND/OR DOES: Failure to Pay All**
21 **Wages Due at the Time of Termination from Employment (Lab. Code §§ 201-203)**

22 107. Plaintiff and those similarly situated Class members hereby incorporate by reference each
23 and every other paragraph in this Complaint herein as if fully plead.

24 108. Whether Plaintiff voluntarily or involuntarily terminated her employment with THRIVE
25 and/or DOES, Defendant and/or DOES did not timely pay her all straight time wages owed
26 at the time of her termination.

27 109. Whether Plaintiff voluntarily or involuntarily terminated her employment with THRIVE
28 and/or DOES, THRIVE and/or DOES did not timely pay her all overtime wages owed at

1 the time of her termination.

2 110. Whether Plaintiff voluntarily or involuntarily terminated her employment with THRIVE
3 and/or DOES, THRIVE and/or DOES did not timely pay her meal and/or rest period
4 premiums owed at the time of her termination.

5 111. Numerous members of the Class are no longer employed by THRIVE and/or DOES. They
6 were either fired or quit THRIVE's and/or DOES' employ. THRIVE and/or DOES did not
7 pay all timely wages owed at the time of their termination. THRIVE and/or DOES did not
8 pay all premium wages owed at the time of their termination.

9 112. Labor Code section 203 provides that, if an employer willfully fails to pay, without
10 abatement or reduction, in accordance with Labor Code sections 201, 201.5, 202 and 205.5,
11 any wages of an employee who is discharged or who quits, the wages of the employee shall
12 continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or
13 until an action therefore is commenced.

14 113. THRIVE and/or DOES fail to pay Plaintiff a sum certain at the time of her termination or
15 within seventy-two (72) hours of her resignation, and have failed to pay those sums for
16 thirty (30) days thereafter. Pursuant to the provisions of Labor Code section 203, Plaintiff
17 is entitled to a penalty in the amount of her daily wage, multiplied by thirty (30) days.

18 114. When Plaintiff and those members of the Class who are former employees of Defendant
19 THRIVE and/or DOES separate from Defendant's and/or DOES' employ, Defendant
20 and/or DOES willfully fail to pay all straight time wages, overtime wages, meal period
21 premiums, and/or rest period premiums owed at the time of termination.

22 115. THRIVE and/or DOES failure to pay said wages to Plaintiff and members of the Class she
23 seeks to represent, was willful in that THRIVE and/or DOES and each of them knew the
24 wages to be due, but failed to pay them.

25 116. As a consequence of THRIVE's and/or DOES' willful conduct in not paying wages owed
26 at the time of separation from employment, Plaintiff and members of the proposed Class
27 are entitled to thirty (30) days' worth of wages as a penalty under Labor Code section 203,
28 together with interest thereon and attorneys' fees and costs.

1 117. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
2 below.

3 **SEVENTH CAUSE OF ACTION AGAINST THRIVE AND/OR DOES: Violation of Unfair**
4 **Competition Law (California Bus. & Prof. Code, § 17200, et seq.)**

5 118. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
6 and every other paragraph in this Complaint herein as if fully plead.

7 119. THRIVE and/or DOES failure to pay all straight time and overtime wages earned, failure
8 to provide compliant meal and/or rest breaks and/or compensation in lieu thereof, failure
9 to itemize and keep accurate records, and failure to pay all wages due at time of termination
10 as alleged herein, constitutes unlawful activity prohibited by California Business and
11 Professions Code section 17200, et seq.

12 120. The actions of THRIVE and/or DOES in failing to pay Plaintiff and members of the
13 proposed Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent
14 and deceptive business practices, within the meaning of California Business and
15 Professions Code section 17200, et seq.

16 121. Plaintiff is entitled to an injunction and other equitable relief against such unlawful
17 practices in order to prevent future damage, for which there is no adequate remedy at law,
18 and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as
19 members of the general public actually harmed and as a representative of all others subject
20 to THRIVE and/or DOES unlawful acts and practices.

21 122. As a result of their unlawful acts, THRIVE and/or DOES have reaped and continue to reap
22 unfair benefits at the expense of Plaintiff and the proposed Class he seeks to represent.
23 THRIVE and/or DOES should be enjoined from this activity and made to disgorge these
24 ill-gotten gains and restore Plaintiff and the members of the proposed Class pursuant to
25 Business and Professions Code section 17203. Plaintiff is informed and believes, and
26 thereon alleges, that Defendant and/or DOES are unjustly enriched through their policy of
27 not all wages owed to Plaintiff and members of the proposed Class.

28 123. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the

1 proposed class are prejudiced THRIVE and/or DOES unfair trade practices.

2 124. As a direct and proximate result of the unfair business practices of THRIVE and/or DOES,
3 and each of them, Plaintiff, individually and on behalf of all employees similarly situated,
4 are entitled to equitable and injunctive relief, including full restitution and/or disgorgement
5 of all wages and premium pay which have been unlawfully withheld from Plaintiff and
6 members of the proposed Class as a result of the business acts and practices described
7 herein and enjoining THRIVE and/or DOES from engaging in the practices described
8 herein.

9 125. The illegal conduct alleged herein is continuing, and there is no indication that THRIVE
10 and/or DOES will cease and desist from such activity in the future. Plaintiff alleges that if
11 THRIVE and/or DOES are not enjoined from the conduct set forth in this Complaint, they
12 will continue the unlawful activity discussed herein.

13 126. Plaintiff further requests that the Court issue a preliminary and permanent injunction
14 prohibiting THRIVE and/or DOES from continuing to not pay Plaintiff and the members
15 of the proposed Class overtime wages as discussed herein.

16 127. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
17 below.

18 **EIGHTH CAUSE OF ACTION AGAINST THRIVE AND/OR DOES: Violations of the**
19 **Private Attorneys General Act of 2004 (“PAGA”) (Lab. Code § 2698 et seq.)**

20 128. Plaintiff and Class Members hereby incorporate by reference each and every other
21 paragraph in this Complaint herein as if fully plead.

22 129. Plaintiff, by virtue of her employment with Defendant and/or DOES, and Defendant’s
23 and/or DOES’ failure to provide meal and rest periods, failure to pay all straight time and
24 overtime compensation, failure to pay all wages for all work performed at the statutory
25 minimum agreed upon rate, failure to provide accurate itemized wage statements, and
26 failure to pay all wages due at termination, is an aggrieved employee with standing to bring
27 an action under the Private Attorney General Act (“PAGA”). Plaintiff, as a representative
28 of the people of the State of California, will seek any and all penalties otherwise capable

1 of being collected by the Labor Commission and/or the Department of Labor Standards
2 Enforcement (DLSE). This includes each of the following, as set forth in Labor Code
3 Section 2699.5, which provides that Section 2699.3(a) applies to any alleged violation of
4 the following provisions: Sections 201 through 203, 205.5, 218, 218.5, 221, 222, 223, 224,
5 226, 226.7, 510, 512, 518, 558, 1174, 1194, 1194.2, and 1197.

6 130. Plaintiff is informed and believes that Defendant and/or DOES have violated and continue
7 to violate provisions of the California Labor Code and applicable Wage Orders related to
8 meal and rest periods, overtime and straight-time compensation, wages for all work
9 performed, wage statements, and all wages due at termination.

10 131. Plaintiff, as a representative of the general public, will and does seek to recover any and all
11 penalties for each and every violation shown to exist or to have occurred beginning one-
12 year prior to providing notice to the Labor and Workforce Development Agency (LWDA)
13 and continuing to the present, in an amount according to proof, as to those penalties that
14 are otherwise only available to public agency enforcement actions. Funds recovered will
15 be distributed in accordance with PAGA, with at least 75% of the penalties recovered being
16 reimbursed to the State of California and the LWDA.

17 **V. PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment as follows:

- 19 A. That the Court determine that this action may be maintained as a class action;
20 B. For compensatory damages, in an amount according to proof at trial, with interest
21 thereon;
22 C. For economic and/or special damages in an amount according to proof with interest
23 thereon;
24 D. For unpaid straight time and overtime wages, in an amount according to proof at trial,
25 with interest thereon;
26 E. For compensation for all time worked;
27 F. For compensation for not being provided paid rest breaks;
28 G. For compensation for not being provided paid meal periods;

1 H. For damages and/or monies owed for failure to comply with itemized employee wage
2 statement provisions;
3 I. For all waiting time penalties owed;
4 J. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General
5 Act of 2004;
6 K. That Defendant be found to have engaged in unfair competition in violation of sections
7 17200 et seq. of the California Business and Professions Code;
8 L. That Defendant be ordered and enjoined to make restitution to the Class due to their
9 unfair competition, including disgorgement of their wrongfully withheld wages
10 pursuant to California Business and Professions Code sections 17203 and 17204;
11 M. That an order of specific performance of all penalties owed be issued under Business
12 and Professions Code sections 17202;
13 N. That Defendant be enjoined from continuing the illegal course of conduct, alleged
14 herein;
15 O. That Defendant further be enjoined to cease and desist from unfair competition in
16 violation of section 17200 et seq. of the California Business and Professions Code;
17 P. That Defendant be enjoined from further acts of restraint of trade or unfair competition;
18 Q. For attorneys' fees;
19 R. For Liquidated Damages;
20 S. For interest accrued to date;
21 T. For costs of suit and expenses incurred herein; and
22 U. For any such other and further relief as the Court deems just and proper.
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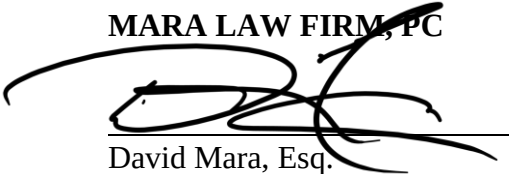
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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial.

Dated: March 21, 2025

MARA LAW FIRM, PC

A large, stylized handwritten signature in black ink, appearing to read 'DM', is written over a horizontal line.

David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff JAZZMINE TOLIVER on
behalf of herself, all others similarly situated, and on
behalf of the general public