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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
8/20/2026 10:35:20 AM

Clerk of the Superior Court
By K. Tirado ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JAMI GODWIN, on behalf of others similarly
situated and the State of California under the
Private Attorneys General Act,

Plaintiffs,

vs.

CONANT HEALTHCARE, LLC DBA
AESTHETIC PARTNERS, LLC and DOES 1
through 50, inclusive,

Defendants.

Case No. 26CU025598C

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Misclassification of Employees
2. Failure to Pay All Wages Owed
3. Failure to Pay All Overtime Wages
4. Meal Period Violations
5. Rest Period Violations
6. Paid Sick Leave Violations
7. Untimely Payment of Wages
8. Wage Statement Violations
9. Waiting Time Penalties
10. Failure to Reimburse Business Expenses
11. Unfair Competition
12. Retaliation
13. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: April 10, 2026

1 Plaintiff JAMI GODWIN, on behalf of all others similarly situated and the State of California
2 under the Private Attorneys General Act (“Plaintiff”) brings this FIRST AMENDED CLASS AND
3 REPRESENTATIVE ACTION COMPLAINT against Defendants A CONANT HEALTHCARE,
4 LLC DBA AESTHETIC PARTNERS, LLC and DOES 1 through 50, inclusive (collectively
5 “Defendants”), alleging as follows:

6 **INTRODUCTION**

7 1. Plaintiff Jami Godwin brings this class action on behalf of herself and all other similarly
8 situated current and former employees of Defendants for a series of systemic violations of the
9 California Labor Code and IWC Wage Orders.

10 2. Defendants knowingly and willfully misclassified Plaintiff and other putative class
11 members as independent contractors, despite exercising strict control over their schedules, work
12 methods, and professional presentation. By maintaining this unlawful classification, Defendants
13 avoided their affirmative obligations to pay minimum and overtime wages, provide mandated meal
14 and rest periods, and reimburse necessary business expenses.

15 3. Defendants failed to pay Plaintiff and the putative class members for all regular and
16 overtime hours worked due to a policy of pressuring workers to perform off-the-clock labor to meet
17 internal budget constraints. Furthermore, Defendants utilized an unlawful time-rounding policy that
18 edited hours to the nearest half-hour, resulting in significant under-reporting of actual time worked.

19 4. Defendants consistently subjected Plaintiff and the putative class members to work-
20 related communications and urgent tasks on their days off without compensation. As a result of the
21 misclassification and off-the-clock mandates, Plaintiff and the putative class members frequently
22 worked in excess of 40 hours per week without receiving the required premium overtime rates.

23 5. Plaintiff and the putative class members were not provided with compliant,
24 uninterrupted meal and rest periods, as Defendants expected them to work through their entire shifts
25 because of their misclassified status.

26 6. Defendants’ employment policies and payroll systems enabled these violations on a
27 company-wide basis, including a failure to accurately record all hours worked for the purposes of
28 calculating and accruing paid sick leave. Additionally, Defendants required Plaintiff and the putative

1 class to personally fund essential equipment and services, including cell phone plans, hardware, and
2 specialized software subscriptions, without reimbursement.

3 7. Defendants are further liable for derivative claims for inaccurate and non-compliant
4 wage statements, untimely payment of wages during employment, and waiting time penalties for
5 failing to pay all wages owed upon separation.

6 8. Furthermore, Defendants unlawfully retaliated against Plaintiff by terminating her
7 employment in April 2026, just days after she exercised her statutory rights by complaining about a
8 late paycheck. This proximity establishes a clear link between her protected activity and her discharge.

9 9. Plaintiff, on behalf of herself and the putative class members, seeks recovery of all
10 unpaid wages, meal and rest period premiums, unreimbursed business expenses, statutory and civil
11 penalties, liquidated damages, interest, attorney's fees, and costs pursuant to the California Labor Code
12 and IWC Wage Orders.

13 **JURISDICTION & VENUE**

14 10. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
15 California Constitution as the causes of action are premised upon violations of California law.

16 11. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
17 the Superior Court.

18 12. This Court has jurisdiction over Defendants because, upon information and belief,
19 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
20 themselves to the California economy so as to render the exercise of jurisdiction over them by the
21 California courts consistent with traditional notions of fair play and substantial justice.

22 13. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,
23 and/or 395.5 because, upon information and belief, Defendants conducted business and committed
24 some of the alleged violations in this County.

25 **PARTIES**

26 **A. Plaintiff Jami Godwin**

27 14. Plaintiff JAMI GODWIN is an individual over 18 years of age who worked for
28 Defendants in California as an independent contractor from about April 2025 to November 2025.

1 Plaintiff worked as a Talent Acquisition Manager.

2 15. The State of California, via the Labor and Workforce Development Agency
3 (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9
4 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party
5 in interest.”])). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting,*
6 *Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109
7 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include
8 arbitrable claims.

9 **B. Defendants**

10 16. Defendant CONANT HEALTHCARE, LLC dba AESTHETIC PARTNERS, LLC is a
11 Delaware limited liability company that maintains operations and conducts business throughout the
12 State of California, including in this County.

13 17. The true names and capacities, whether individual, corporate, or otherwise, of the
14 parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued
15 by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,
16 each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some
17 manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their
18 true names and capacities once ascertained.

19 18. Upon information and belief, Defendants in this action are employers, co-employers,
20 joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised
21 control over the wages, hours, and working conditions of the employees, suffered and permitted them
22 to work, and otherwise engaged them as employees under California law.

23 19. Upon information and belief, at least some of the Defendants have common ownership,
24 common management, interrelationship of operations, and centralized control over labor relations and
25 are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and
26 omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

27 20. Upon information and belief, Defendants acted in all respects pertinent to this action as
28 an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated

enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

21. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

- a. All current and former individuals who performed work for Defendants in California and were classified as independent contractors, including but not limited to those in roles such as Talent Acquisition Manager, recruiter, or similar individual contributor positions. (“The Misclassification Class”).
- b. All current and former non-exempt employees who were employed by Defendants at any time from four years prior to the filing of the Complaint through date of class certification. , as defined above, whose employment ended at any time from three years prior to the filing of the Complaint through the present. (“Non-Exempt Class”). (“The Misclassification Class” and the “Non-Exempt Class” collectively defined as “Classes”).

22. (Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

23. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members are ascertainable by inspection of Defendants’ employment and payroll records.
- b. Typicality: Plaintiff’s claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to

1 recover on the causes of action alleged herein.

2 c. Adequacy: Plaintiff is an adequate class representative; will take all necessary
3 steps to protect the class members' interests adequately and fairly; has no
4 interest antagonistic to other class members; and is represented by attorneys
5 who have substantial experience prosecuting, defending, resolving, and
6 litigating wage and hour class, collective, and representative actions in
7 California state and federal courts.

8 d. Superiority: A class action is superior to other means for adjudicating this
9 dispute. Individual joinder is impractical. Class treatment will allow for
10 common issues to be resolved in a single forum, simultaneously, and without
11 duplication of effort and expense.

12 e. Public Policy Considerations: Certification of this lawsuit as a class action
13 advances the State of California's strong public interest in ensuring its
14 approximately millions of employed residents are properly paid the wages they
15 earned for the hours they worked. Class actions provide a mechanism for
16 enforcement of labor laws and allow for vindication of employee rights by
17 unnamed class members.

18 24. Common questions of law and fact as to the class members predominate over questions
19 affecting only individual members. The common questions of law and fact exist as to whether the
20 employment policies and practices formulated by Defendants and applied to the class members
21 constitute violations of California law.

22 **GENERAL ALLEGATIONS**

23 25. Defendants misclassified Plaintiff and the putative class members as independent
24 contractors when they did not meet the requirements of the ABC test under Labor Code section 2775.
25 To the extent Defendants claim an exemption, Plaintiff and the class did not meet the requirements of
26 Labor Code section 515(a) because Defendants failed to grant them the necessary autonomy or
27 discretion.

28 26. Plaintiff was subject to the strict control and direction of Defendants. For example,

1 Defendants dictated Plaintiff's schedule by setting her specific hours of work and requiring her
2 attendance at mandatory company functions, including weekly meetings and biweekly roundtables
3 with the C-suite and HR team. Plaintiff is informed and believes that other putative class members
4 were subject to similar attendance requirements despite being classified as "independent contractors".

5 27. Defendants provided the necessary resources Plaintiff and the putative class members
6 needed to perform their jobs. Defendants paid for software subscriptions and fully integrated Plaintiff
7 and the putative class members into its internal systems by providing a company email address and
8 access to Microsoft Teams. Beyond technical support, Defendants controlled how Plaintiff and the
9 putative class members presented themselves to the professional public. For example, Defendants
10 sometimes announced newly filled positions on their company LinkedIn. These announcements did
11 not clarify that Plaintiff or any putative class members were hired as independent contractors.

12 28. Plaintiff and the putative class members performed work that was an integral part of
13 Defendants' business operations. For example, Plaintiff's role involved recruiting plastic surgeons
14 across the country and filling leadership roles at the VP and Director levels. Because the company's
15 main source of revenue was through services provided by plastic surgeons, Plaintiff's role was one of
16 operational necessity. Plaintiff is informed and believes other putative class members performed work
17 that was an integral part of Defendants' business operations.

18 29. Plaintiff was not customarily engaged in an independently established trade or business
19 of the same nature as the work performed. Prior to her employment with Defendants, Plaintiff was a
20 stay-at-home mother and did not hold herself out to the public as an independent recruitment firm or
21 solo-practitioner. While she had prior experience in recruiting, she was recruited directly by
22 Defendants to join their team as a contributor, not a business. She maintained no separate business
23 license, no independent office, and no other clients. Her entire professional capacity was within the
24 scope of her work for Defendants. Plaintiff is informed and believes that other putative class members
25 were similarly hired as individual contributors who did not operate independent business, lacked
26 separate business licenses, and did not offer their services to the general public prior to or during their
27 engagement with Defendants.

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1 30. Defendants failed to grant Plaintiff the autonomy required for the "professional
2 exemption" under Labor Code section 2778, as Defendants set her rates, set her hours, and required
3 her to operate within its internal digital ecosystem through Microsoft Teams and Email. Consequently,
4 Defendants remain liable for all protections afforded to employees under the California Labor Code.

5 31. Defendants failed to pay Plaintiff and the putative class members at the lawful
6 minimum wage rate for all hours worked. Because Defendants misclassified Plaintiff and the putative
7 class members, they failed to account or pay for each hour of work performed.

8 32. Defendants pressured Plaintiff and the putative class members to perform off-the-clock
9 work by consistently instructing workers to be conscious of their billing and to omit hours from their
10 invoices to satisfy Defendants' internal budget constraints. In Google Teams chats, leadership
11 explicitly messaged Plaintiff to be "conscious about billing her time," which led to significant
12 uncompensated labor. For example, during a company event, Plaintiff performed marketing video
13 services but did not bill for four hours of work due to these budget pressures.

14 33. Defendants frequently contacted Plaintiff and the putative class members on their days
15 off with urgent tasks. For example, when Plaintiff occasionally attempted to record time worked on
16 days off for time spent answering urgent questions and completing tasks, Defendants pressured
17 Plaintiff to clock in for less than an hour regardless of the actual duration of the work.

18 34. Furthermore, Defendants engaged in unlawful time-rounding and time-editing.
19 Specifically, Defendants rounded time worked to the nearest half-hour resulting in under-reporting of
20 hours worked and the underpayment of wages.

21 35. Defendants failed to pay Plaintiff and the putative class members overtime wages and
22 the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. As a result of
23 the misclassification, Defendants failed to account for or pay Plaintiff and the putative class members
24 for all overtime wages earned. Specifically, Plaintiff and the putative class members frequently worked
25 well in excess of 40 hours per week yet were not compensated at the required premium rate as a result
26 of being misclassified as independent contractors.

27 36. Furthermore, Defendants utilized a half-hour rounding policy and pressured Plaintiff
28 to perform off-the-clock work to meet internal budget constraints, ensuring that many overtime hours

1 remained unrecorded and unpaid. Defendants also consistently contacted Plaintiff outside of standard
2 working hours to perform urgent tasks, which were not reflected on her invoices. Consequently,
3 Defendants failed to pay Plaintiff and the putative class members overtime wages at 1.5x their true
4 regular rate of pay.

5 37. When Plaintiff and the putative class members worked overtime hours during the same
6 periods they earned commissions, Defendants should have paid overtime at 1.5x the regular rate of
7 pay inclusive of all commissions. However, because Defendants failed to pay any overtime wages to
8 the putative class members misclassified as independent contractors, Defendants also failed to pay
9 those wages at 1.5x the regular rate of pay inclusive of additional remuneration.

10 38. Defendants failed to comply with California's paid sick leave laws with respect to the
11 putative class members. Defendants failed to provide Plaintiff and the putative class members the
12 correct amount of paid sick leave as they were misclassified as exempt employees.

13 39. Plaintiff and the putative class members regularly experienced noncompliant meal
14 periods. As a result of Defendants' unlawful practice of misclassifying employees, Defendants
15 required Plaintiff and the putative class members to work through their shifts without being provided
16 lawful, uninterrupted 30-minute meal periods. Specifically, because Defendants misclassified Plaintiff
17 as an exempt employee, and later as an independent contractor, Plaintiff was expected to work through
18 shifts without receiving compliant meal periods. Consequently, Plaintiff and the putative class
19 members consistently suffered noncompliant meal periods, entitling them to meal period premiums
20 for each violation pursuant to applicable California law.

21 40. Additionally, to the extent that Plaintiff earned commission in the same pay periods
22 that Defendants owed meal period premiums, Defendants should have paid meal period premiums at
23 the regular rate of pay, inclusive of all additional remuneration.

24 41. Plaintiff and the putative class members regularly experienced noncompliant rest
25 periods. As a result of Defendants' unlawful practice of misclassifying employees, Defendants
26 required Plaintiff and the putative class members to work through their shifts without being provided
27 lawful rest periods. Specifically, because Defendants misclassified Plaintiff as an independent
28 contractor, Plaintiff was required to work through each shift without receiving compliant rest periods.

1 Accordingly, for each occasion on which Plaintiff and the putative class members were denied
2 compliant rest periods, Defendants became liable for rest period premiums pursuant to applicable
3 California law. Additionally, to the extent that Plaintiff earned commission in the same pay periods
4 that Defendants owed rest period premiums, Defendants should have paid rest period premiums at the
5 regular rate of pay, inclusive of all additional remuneration.

6 42. Defendants failed to pay all wages and premiums in each pay period in which such
7 wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for
8 weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing
9 to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven
10 calendar days of the close of the payroll period

11 43. Defendants failed to pay all wages and premiums owed to putative class members
12 during their employment, and also failed to timely pay those amounts to departing employees upon
13 separation of employment. Defendants did not pay waiting time penalties for the late payments. As a
14 result, Defendants violated Labor Code sections 201, 202, and 203.

15 44. Defendants failed to provide accurate itemized wage statements to the putative class
16 members each pay period as a result of Defendants' policies and practices. Defendants violated Labor
17 Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned,"
18 as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection,
19 and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code
20 section 226(a)(9), Defendants failed to state on employee wage statements each pay period the
21 applicable hourly rates in effect and the number of hours worked at that rate, as Defendants
22 misclassified employees and failed to pay all wages and premiums owed to employees. The amounts
23 stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

24 45. Additionally, Defendants violated Labor Code section 226(a)(2) by failing to
25 accurately list employees' "total hours worked," as the wage statements did not accurately include the
26 uncompensated time plaintiff and other aggrieved employees worked due to Defendants' policy and
27 practice misclassifying employees as independent contractors, requiring off-the-clock work, and
28 withholding commissions.

1 46. Plaintiff and other putative class members cannot promptly and easily determine from
2 the wage statement alone the wages paid or earned without reference to other documents or
3 information. Indeed, these wage statement violations are significant because they sow confusion
4 among Plaintiff and other putative class members with respect to what amounts were owed and paid,
5 at what rates, the number of hours worked, and how those amounts were or should be calculated. The
6 wage statements reflect a false statement of earnings and concealed the underlying problems and
7 underpayments of employee wages.

8 47. Defendants required Plaintiff and the putative class members to incur costs for work-
9 related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and
10 the putative class members unavoidably and necessarily incurred these losses, expenditures, costs, and
11 as a matter of policy and practice. For example, Plaintiff was required to personally fund and was
12 never reimbursed for essential equipment and services, including her personal cell phone and WiFi
13 service, hardware such as a computer, keyboard, and mouse, and specialized software subscriptions
14 including the Calendly application for scheduling interviews and a monthly ChatGPT subscription
15 (\$20.00/month) utilized for work-related tasks. These costs were incurred for the primary benefit of
16 the Defendants' business operations but Defendants failed to reimburse Plaintiff or the putative class
17 members for these costs in violation of the Labor Code.

18 48. Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to
19 maintain accurate employee payroll records with respect to Plaintiff and other putative class members.

20 49. Labor Code section 1174 requires that employers maintain accurate “payroll records
21 showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned
22 by and any applicable piece rate paid to, employees employed at the respective plants or
23 establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code
24 section 1198, mandates similar recordkeeping obligations.

25 50. Because of Defendants’ policies and practices, including the failure to accurately
26 account for wages earned or hours worked, Defendants failed to accurately maintain records in
27 accordance with Labor Code section 1174 and the IWC Wage Orders.

28 51. Defendants unlawfully terminated Plaintiff’s employment in direct retaliation for her

protected activity under the California Labor Code. Specifically, during the same week as her termination, Plaintiff exercised her statutory rights by complaining about a late paycheck. The proximity between Plaintiff's complaint and her discharge, which occurred within the same week, establishes a clear causal link and a strong inference of retaliatory intent.

FIRST CAUSE OF ACTION

INTENTIONAL MISCLASSIFICATION OF EMPLOYEES

Violation of Labor Code Section 226.8

(Alleged by Plaintiff and the Misclassification Class Against All Defendants)

52. All outside paragraphs of this Complaint are incorporated into this section.

53. It is unlawful for any person or employer to willfully misclassify an individual as an independent contractor. Cal. Lab. Code § 226.8(i)(4).

54. If a person or employer has willfully misclassified an individual as an independent contractor, the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law. Cal. Lab. Code § 226.8(b).

55. If the person or employer has engaged in or is engaging in a pattern or practice of willfully misclassifying individuals as independent contractors, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law. Cal. Lab. Code § 226.8(c).

56. Defendants violated Labor Code Section 226.8 by willfully misclassifying many of its employees, past and present, including Plaintiff, as independent contractors.

57. Defendants have engaged in a pattern and practice of misclassifying their employees as independent contractors to avoid taxes, insurance, and other costs that accompany employee status.

58. Plaintiff is informed and believes that there are other current and former putative class members who suffered similar violations. Plaintiff brings this action on behalf of others similarly situated.

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regular rate of compensation.

69. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

70. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

71. Plaintiff and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the extent permitted by law.

FIFTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

(Alleged by Plaintiff and the Classes Against All Defendants)

72. All outside paragraphs of this Complaint are incorporated into this section.

73. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer’s failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

74. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code

sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

75. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

SIXTH CAUSE OF ACTION

FAILURE TO PAY ALL PAID SICK LEAVE WAGES

Violation of Labor Code §§ 200, 218, 246 *et seq.*

(Alleged by Plaintiff and the Classes Against All Defendants)

76. All outside paragraphs of this Complaint are incorporated into this section.

77. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code section 246 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

78. Labor Code section 246(l), in conjunction with Labor Code section 248 *et seq.*, 248.1, 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by class members, govern how Defendants were required to calculate paid sick leave.

79. Defendants failed to pay Plaintiff and class members their paid sick leave wages at one of the lawful rates set forth in the statute or ordinance because Defendants failed to include in their sick leave calculation the additional remuneration received by Plaintiff and class members (i.e., at the regular rate of pay and/or calculated based on total wages earned).

80. As a result, Defendants violated the Labor Code and are liable to Plaintiff and class members for underpaid sick leave wages, in addition to interest, attorneys’ fees, and costs.

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1 pay period, and which further provide a private right of action for an employer's failure to comply
2 with this obligation.

3 87. Defendants knowingly and intentionally failed in their affirmative obligation to provide
4 accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and
5 class members. Specifically, the wage statements issued to Plaintiff and class members did not
6 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

7 88. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
8 accurate itemized wage statements, causing confusion and concealing wage and premium
9 underpayments.

10 89. As a result, Plaintiff and class members are entitled to recover the statutory penalty of
11 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
12 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
13 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
14 Code section 226(e).

15 **NINTHCAUSE OF ACTION**

16 **WAITING TIME PENALTIES**

17 **Violation of Labor Code §§ 201 *et seq.***

18 **(Alleged by Plaintiff and the Classes Against All Defendants)**

19 90. All outside paragraphs of this Complaint are incorporated into this section.

20 91. This cause of action is brought by a waiting time subclass pursuant to Labor Code
21 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
22 employment, and which further provide a private right of action to recover statutory waiting time
23 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
24 wages.

25 92. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
26 wages earned and unpaid to Plaintiff and class members immediately upon termination of employment
27 or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his
28 or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor

Code sections 201 through 203 and the IWC Wage Orders.

93. Plaintiff and class members are entitled to recover a waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

Violation of Labor Code § 2802

(Alleged by Plaintiff and the Classes Against All Defendants)

94. All outside paragraphs of this Complaint are incorporated into this section.

95. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and a reimbursement subclass for all necessary expenditures, losses, expenses, and costs incurred by them in direct discharge of the duties of their employment, in violation of Labor Code section 2802.

96. Defendants' unlawful acts and omissions deprived Plaintiff and class members of lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and class members are entitled to recover the amount unreimbursed expenses of Plaintiff and class members in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 2802.

ELEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

(Alleged by Plaintiff and the Classes Against All Defendants)

97. All outside paragraphs of this Complaint are incorporated into this section.

98. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

99. Defendants' dependence on these unfair and/or unlawful business practices deprived Plaintiff and continue to deprive other class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance

1 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
2 business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

3 100. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this
4 Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full
5 restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired,
6 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

7 101. Plaintiff does not have an adequate remedy at law for past or future violations, to the
8 extent the statute of limitations on each of the alleged causes of action do not extend to the four year
9 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
10 violations do not provide a private right of action.

11 102. Plaintiff and class members are entitled to injunctive relief against Defendants,
12 restitution, and other equitable relief to return all funds over which Plaintiff and class members have
13 an ownership interest and to prevent future damage and the public interest under Business and
14 Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,
15 attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure
16 § 1021.5.

17 **TWELFTH CAUSE OF ACTION**

18 **RETALIATION**

19 **Violation of Labor Code §§ 98.6, 1102.5**

20 **(Alleged by Plaintiff Individually Against All Defendants)**

21 103. All outside paragraphs of this Complaint are incorporated into this section.

22 104. Plaintiff brings this cause of action exclusively in an individual capacity.

23 105. Section 1102.5 provides that no employer, or person acting on behalf of an employer,
24 shall "make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing
25 information to a government or law enforcement agency, to a person with authority over the employee,
26 or to another employee who has authority to investigate, discover, or correct the violation or
27 noncompliance, or from providing information to, or testifying before, any public body conducting an
28 investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information

discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.”

106. During the same week as her termination, Plaintiff exercised her statutory rights by formally complaining to Defendants about a late paycheck. Within days of this protected activity, Defendants terminated Plaintiff’s employment. The extreme temporal proximity between Plaintiff’s protected disclosure and her discharge creates a strong inference of retaliatory intent and establishes that Defendants stated reasons for termination were pretextual. As a direct result of Defendants’ unlawful retaliation, Plaintiff has suffered damages and is entitled to recover the statutory penalty of \$10,000 per violation, along with all other compensatory and punitive damages permitted by law.

THIRTEENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

107. All outside paragraphs of this Complaint are incorporated into this section.

108. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”), codified as Labor Code section 2698 *et seq.*:

- a. All current and former non-exempt employees, including those misclassified as independent contractors, who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action.

109. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

110. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”])

1 111. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
2 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
3 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
4 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
5 action brought by an aggrieved employee on behalf of the employee and other current or former
6 employees against whom a violation of the same provision was committed pursuant to the procedures
7 specified in Section 2699.3. “

8 112. Any allegations regarding violations of the IWC Wage Orders are enforceable as
9 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
10 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

11 113. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
12 penalties under the PAGA.

13 114. On or about **April 10, 2026**, Plaintiff paid the requisite PAGA filing fee and provided
14 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
15 Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged
16 violations.

17 115. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to Plaintiff’s
18 written PAGA notice from the LWDA.

19 116. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
20 Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant
21 providing a description of any actions taken to cure the alleged violations.

22 117. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
23 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
24 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
25 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

26 118. As set forth in Plaintiff’s written PAGA notice and this Complaint, Defendants
27 committed the following violations and are liable for all corresponding civil penalties:

28 a. **Misclassification of Employment.** Violation of Labor Code § 151(a) and Wage

Order 4.

- b. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.
- c. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- d. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- e. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- f. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- g. ***Retaliation.*** Violation of Labor Code §§ 98.6, 1102.5.
- h. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- i. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.
- j. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- k. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.
- l. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

119. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

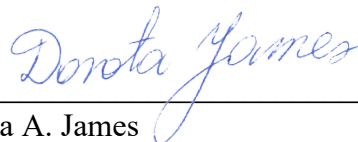
Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;

- 1 d. For division of class members into appropriate classes and/or subclasses according to
2 proof;
- 3 e. For recovery of all statutory penalties and liquidated damages;
- 4 f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- 5 g. For restitution and injunctive relief;
- 6 h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by
7 law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and
8 Code of Civil Procedure § 1021.5.
- 9 i. For recovery of damages in amount according to proof;
- 10 j. For all recoverable pre- and post-judgment interest;
- 11 k. For this action to be maintained as a representative action under the PAGA;
- 12 l. For Plaintiff and counsel of record to be provided with all enforcement capability as if
13 the action were brought by the State of California or the California Division of Labor
14 Enforcement;
- 15 m. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- 16 n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
17 permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699,
18 and Code of Civil Procedure section 1021.5 and any other applicable sections; and
- 19 o. For such other relief the Court deems just and proper.

20
21 Dated: August 20, 2026

Ferraro Vega Employment Lawyers, Inc.

22
23 

24 Dorota A. James
Attorneys for Plaintiff Jami Godwin

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
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June 16, 2026

**AMENDED NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.***

VIA CERTIFIED U.S. MAIL
- *Electronic Return Receipt* -

Conant Healthcare LLC
4800 N Federal Hwy, Suite 100C
Boca Raton, FL 33431

Aesthetic Partners, LLC
78 SW 7th St., Suite 700
Miami, FL 33130

- *PAGA Notice & Filing Fee* -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **JAMI GODWIN** (“Plaintiff”) and all other “covered employees” of the following (“Defendants”):

CONANT HEALTHCARE LLC DBA AESTHETIC PARTNERS, LLC

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Talent Acquisition Manager from about April 2025 to November 2025. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees, including those misclassified as independent contractors, who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “covered employees” and the “PAGA Period”). As defined, these covered current and former employees are “aggrieved employees” under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the “covered employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Misclassification of Employees

Violation of Labor Code § 226.8 and the applicable IWC Wage Order

Defendants violated Labor Code Section 226.8 with respect to the aggrieved employees. and the applicable Wage Order with respect to the aggrieved employees.

Labor Code § 226.8 makes it unlawful for any person or employer to willfully misclassify any individual as an independent contractor. Labor Code § 226.8(d) defines “willful” as voluntary

and intentional. Labor Code § 226.8(b) and (c) further states that “If the Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards, or agencies, or a court finds that person has engaged in any of the enumerated violations of subdivision (a), a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) shall be assessed against the person for each violation, in addition to any other penalties or fines permitted by law” and if “there is evidence that the person has engaged in or is engaging in a pattern or practice of these behaviors, a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) shall be assessed against the person for each violation, in addition to any other penalties or fines permitted by law.”

California has developed the ABC test in determining whether a worker is considered an employee or independent contractor. See *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903. Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies all three of the following conditions: (1) The worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact; (2) The worker performs work that is outside the usual course of the hiring entity’s business; **and** (3) The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

Here, Defendants misclassified Plaintiff and the covered employees as independent contractors because they do not satisfy the three conditions of the ABC test.

First, Plaintiff was subject to the strict control and direction of Defendants. For example, Defendants dictated Plaintiff’s schedule by setting her specific hours of work and requiring her attendance at mandatory company functions, including weekly meetings and biweekly roundtables with the C-suite and HR team. Plaintiff is informed and believes that other covered employees were subject to similar attendance requirements despite being classified as “independent contractors”.

Additionally, Defendants provided the necessary resources Plaintiff and the covered employees need to perform their jobs. Defendants paid for software subscriptions and fully integrated Plaintiff and the covered employees into its internal systems by providing a company email address and access to Microsoft Teams. Beyond technical support, Defendants controlled how Plaintiff and the covered employees presented themselves to the professional public. For example, Defendants sometimes announced newly filled positions on their company LinkedIn. These announcements did not clarify that Plaintiff or any covered employees were hired as independent contractors.

Second, Plaintiff and the covered employees performed work that was an integral part of Defendants’ business operations. For example, Plaintiff’s role involved recruiting plastic surgeons across the country and filling leadership roles at the VP and Director levels. Because the company’s main source of revenue was through services provided by plastic surgeons,

Plaintiff's role was one of operational necessity. Plaintiff is informed and believes other covered employees performed work that was an integral part of Defendants' business operations.

Third, Plaintiff was not customarily engaged in an independently established trade or business of the same nature as the work performed. Prior to her employment with Defendants, Plaintiff was a stay-at-home mother and did not hold herself out to the public as an independent recruitment firm or solo-practitioner. While she had prior experience in recruiting, she was recruited directly by Defendants to join their team as a contributor, not a business. She maintained no separate business license, no independent office, and no other clients. Her entire professional capacity was within the scope of her work for Defendants. Plaintiff is informed and believes that other covered employees were similarly hired as individual contributors who did not operate independent business, lacked separate business licenses, and did not offer their services to the general public prior to or during their engagement with Defendants.

Beyond the ABC test, the Borello analysis further confirms Defendants' employer status. Defendants provided all necessary equipment, supervised Plaintiff through C-suite roundtables, and maintained the right to control the recruitment process at every stage.

Finally, Defendants cannot shield itself using the "professional exemption" under Labor Code section 2778. Defendants failed to grant Plaintiff the autonomy required for such an exemption, as Defendants set her rates, set her hours, and required her to operate within its internal digital ecosystem through Microsoft Teams and Email. Consequently, Defendants remain liable for all protections afforded to employees under the California Labor Code.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, as provided under Labor Code § 226.8 and the applicable Wage Order along with all other civil penalties permitted by law.

Unpaid Hours Worked/Minimum Wage
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage

Orders]” unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage *for all hours worked* in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.3d 314, 324.

Defendants failed to pay Plaintiff and the covered employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Because Defendants misclassified Plaintiff and the covered employees, they failed to account or pay for each hour of work performed.

First, Defendants pressured Plaintiff and the covered employees to perform off-the-clock work. Defendants consistently instructed workers to be conscious of their billing and to omit hours from their invoices to satisfy Defendants’ internal budget constraints. For example, in Google Teams chats, leadership explicitly messaged Plaintiff to be “conscious about billing her time,” which led to significant uncompensated labor. For example, during a company event, Plaintiff performed marketing video services but did not bill for four hours of work due to these budget pressures.

Similarly, Defendants frequently contacted Plaintiff and the covered employees on days off with urgent tasks. For example, Plaintiff occasionally attempted to record time worked on days off for time spent answering urgent questions and completing tasks, Defendants pressured Plaintiff to clock in for less than an hour regardless of the actual duration of the work.

Finally, Defendants engaged in unlawful time-rounding and time-editing. Specifically, Defendants rounded time worked to the nearest half-hour resulting in under-reporting of hours worked and the underpayment of wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime **Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. As a result of the misclassification discussed above, Defendants failed to account for or pay Plaintiff and the aggrieved employees for all overtime wages earned. Specifically, Plaintiff and the covered employees frequently worked well in excess of 40 hours per week yet were not compensated at the required premium rate as a result of being misclassified as independent contractors.

Furthermore, Defendants utilized a half-hour rounding policy and pressured Plaintiff to perform off-the-clock work to meet internal budget constraints, ensuring that many overtime hours remained unrecorded and unpaid. Defendants also consistently contacted Plaintiff outside of standard working hours to perform urgent tasks, which were not reflected on her invoices. Consequently, Defendants failed to pay Plaintiff and the aggrieved employees overtime wages at 1.5x their true regular rate of pay.

When Plaintiff and the covered employees worked overtime hours during the same periods they earned commissions, Defendants should have paid overtime at 1.5x the regular rate of pay inclusive of all commissions. However, because Defendants failed to pay any overtime wages to the covered employees misclassified as independent contractors, Defendants also failed to pay those wages at 1.5x the regular rate of pay inclusive of additional remuneration.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave **Violation of Labor Code §§ 246 through 248.7**

Defendants violated Labor Code sections 246 through 248.7 with respect to the covered employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the covered employees. Defendants failed to provide Plaintiff and the aggrieved employees the correct amount of paid sick leave as they were misclassified as exempt employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the covered employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee’s “regular rate” of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862

(“We hold that the terms are synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section 510(a), encompasses all nondiscretionary payments, not just hourly wages”). “[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage.” *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is “exceedingly narrow” and applies only when (1) “the nature of the work prevents the employee from being relieved of all duty” and (2) *both* “the employer and employee have agreed, in writing, to the on-duty meal period.” *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Plaintiff and the aggrieved employees regularly experienced noncompliant meal periods. As a result of Defendants’ unlawful practice of misclassifying employees, Defendants required Plaintiff and the aggrieved employees to work through their shifts without being provided lawful, uninterrupted 30-minute meal periods. Specifically, because Defendants misclassified Plaintiff as an exempt employee—and later as an independent contractor—Plaintiff was expected to work through shifts without receiving compliant meal periods. Consequently, Plaintiff and the aggrieved employees consistently suffered noncompliant meal periods, entitling them to meal period premiums for each violation pursuant to applicable California law.

Additionally, to the extent that Plaintiff earned commission in the same pay periods that Defendants owed meal period premiums, Defendants should have paid meal period premiums at the regular rate of pay, inclusive of all additional remuneration.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages **Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the covered employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Plaintiff and the aggrieved employees regularly experienced noncompliant rest periods. As a result of Defendants' unlawful practice of misclassifying employees, Defendants required Plaintiff and the aggrieved employees to work through their shifts without being provided lawful rest periods. Specifically, because Defendants misclassified Plaintiff as an independent contractor, Plaintiff was required to work through each shift without receiving compliant rest periods. Accordingly, for each occasion on which Plaintiff and the aggrieved employees were denied compliant rest periods, Defendants became liable for rest period premiums pursuant to applicable California law. Additionally, to the extent that Plaintiff earned commission in the same pay periods that Defendants owed rest period premiums, Defendants should have paid rest period premiums at the regular rate of pay, inclusive of all additional remuneration.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Retaliation **Violation of Labor Code §§ 98.6, 1102.5**

Defendants violated Labor Code section 1102.5 by retaliating against Plaintiff and potentially others due to their protected complaints of Labor Code violations listed above.

Defendants unlawfully terminated Plaintiff's employment in direct retaliation for her protected activity under the California Labor Code. Specifically, during the same week as her termination, Plaintiff exercised her statutory rights by complaining about a late paycheck. The proximity between Plaintiff's complaint and her discharge, which occurred within the same week, establishes a clear causal link and a strong inference of retaliatory intent.

Defendants are liable for a \$10,000 penalty with respect to Claimant and for each covered employee who Defendants similarly retaliated against.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to covered employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties

for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants misclassified employees and failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Additionally, Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees’ “total hours worked,” as the wage statements did not accurately include the uncompensated time plaintiff and other aggrieved employees worked due to Defendants’ policy and practice misclassifying employees as independent contractors, requiring off-the-clock work, and withholding commissions.

Plaintiff and other covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other covered employees with respect to what amounts were

owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses **Violation of Labor Code §§ 2802, 2804**

Defendants violated Labor Code section 2802 with respect to the covered employees by failing to reimburse the covered employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Defendants required Plaintiff and the covered employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the covered employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice. For example, Plaintiff was required to personally fund and was never reimbursed for essential equipment and services, including her personal cell phone and WiFi service, hardware such as a computer, keyboard, and mouse, and specialized software subscriptions including the Calendly application for scheduling interviews and a monthly ChatGPT subscription (\$20.00/month) utilized for work-related tasks. These costs were incurred for the primary benefit of the Defendants' business operations but Defendants failed to reimburse Plaintiff or the covered employees for these costs in violation of the Labor Code.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other covered employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys’ Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys’ fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants’ written employment and payroll policies and handbooks; the covered employees’ personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly

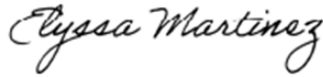
scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in cursive script that reads "Elyssa Martinez".

Elyssa Martinez

LMP

Cc Plaintiff Jami Godwin
HR Representative