

December 3, 2024

**VIA EMAIL AND U.S.P.S. CERTIFIED MAIL WITH RETURNED RECEIPT
REQUESTED**

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
Email: PAGAFilings@dir.ca.gov

Re: First Amended Private Attorneys General Act of 2004 Notice

Employee: Hannah Bernstein

Employer: Compile, Inc. d/b/a BetterHelp; Teladoc Health

Dear PAGA Administrator:

Pursuant to California Labor Code § 2699.3(a), Hannah Bernstein (“Plaintiff”) hereby submits this First Amended Notice to the California Labor & Workforce Development Agency (“LWDA”) regarding the California Labor Code provisions for which she intends to seek civil penalties and injunctive relief pursuant to California Labor Code § 2699(a), (e), (f), and (k) against Compile, Inc. d/b/a BetterHelp (“BetterHelp”) and Teladoc Health (“Teladoc”) (Collectively “Defendants”).

Plaintiff’s PAGA Notice of November 6, 2024 alleged facts showing violations of the following Labor Code provisions:

- California Labor Code § 226.8 (willful misclassification of individuals as independent contractors instead of employees);
- California Labor Code § 432.5 (requiring employees or applicants for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law)
 - o Labor Code § 226.8 (willful misclassification)
 - o Labor Code § 1197.5(j) (unlawfully prohibiting discussion of wages)
 - o Bus. & Prof. Code § 16600 (unlawful non-compete clause)
- California Labor Code §§ 201-204, 221, 223 (failure to pay for all hours worked);



- California Labor Code § 510 (overtime), § 1182.12 (minimum wage), § 1197 (minimum wage), and § 1198 (overtime);
- California Labor Code §§ 204, 210 (failure to pay all wages earned twice during each calendar month, on days designated in advance by the employer as the regular paydays);
- California Labor Code § 1174 (failure to maintain accurate records);
- California Labor Code § 226 (failure to provide accurate itemized wage statements);
- California Labor Code §§ 201-203 (waiting time penalties for failure to pay all wages due upon termination);
- California Labor Code § 2802 (failure to reimburse work expenses).

Plaintiff files this First Amended PGA Notice to specify that the same facts underlying Defendants' violations of California Labor Code § 1197.5(j) also violate California Labor Code § 232. Much like California Labor Code § 1197.5(j), California Labor Code § 232 prohibits an employer from requiring an employee to refrain from disclosing the amount of the employee's wages and from requiring an employee to agree to conditions that deny the employee the right to disclose the amount of the employee's wages. As stated in the PAGA Notice Plaintiff submitted on November 6, 2024, Defendants have required and continue to require Plaintiff and the Aggrieved Employees to agree in writing that they will not discuss the specifics and logistics of their interactions with the BetterHelp platform, including, but not limited to, payment terms and mechanisms, without express written approval from Defendants. Defendants' prohibition on speech discussing wages, payment terms, and mechanisms constitutes violations of California Labor Code §§ 1197.5(j) and 232. Violations of Labor Code § 232 are entitled to civil penalties under Labor Code § 2699(f). Furthermore, requiring Plaintiff and Aggrieved Employees to agree in writing to prohibitions on the discussion of their wages also constitutes a violation of California Labor Code § 432.5. Therefore, Plaintiff seeks civil penalties and/or injunctive relief on behalf of Aggrieved Employees to remedy Defendants' prohibition on speech regarding wages, payment terms, and mechanisms in violation of Labor Code §§ 232, 432.5, and 1197.5(j).

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Plaintiff is represented by Schneider Wallace Cottrell Konecky LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. Plaintiff seeks to recover penalties associated with the above violations as against themselves and all Aggrieved Employees suffering any violations of the same provisions identified above, as well as interest thereon. Plaintiff has incurred, and seeks to recover, reasonable attorney's fees and costs. A description of the work, mission, and credentials of the firm can be found at www.schneiderwallace.com. Plaintiff and SWCK are committed to zealously pursuing redress on behalf of the State of California and all



other Aggrieved Employees for the violations set forth above.

Very truly yours,

SCHNEIDER WALLACE
COTTRELL KONECKY LLP



Attorney at Law

via U.S.P.S. Certified Mail with Returned Receipt Requested

Compile, Inc. d/b/a BetterHelp

CSC - Lawyers Incorporating Service
c/o Registered Agent for Service of Process
2710 Gateway Oaks Drive,
Sacramento, CA

Teladoc Health

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