

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
STATE OF MISSOURI

JENNIFER WHITE,	)	
	)	
Plaintiff,	)	
	)	JURY TRIAL DEMANDED
v.	)	
	)	Cause No.:
CAMEO CONSULTING GROUP, LLC,	)	
	)	
Defendant.	)	

**PETITION**

**FACTUAL ALLEGATIONS**

**A. The Parties**

1. Plaintiff Jennifer White (“Plaintiff” or “Ms. White”) is an individual over the age of eighteen (18) who resides in St. Louis County, Missouri.
2. Defendant Cameo Consulting Group, LLC (“Cameo” or “Defendant”) is a limited liability company headquartered at 401 N. Washington St., Suite 600, Rockville, Maryland 20850, and at all relevant times assigned Plaintiff to work at the John Cochran VA Medical Center (the “VA”) in the City of St. Louis.
3. At all relevant times, Cameo acted through its agents, employees, managers, and representatives, and those individuals acted within the course and scope of their agency and/or employment.

**B. Venue and Jurisdiction**

4. Venue is proper in this Court because the acts and omissions giving rise to Plaintiff’s claims occurred, at least in substantial part, in the City of Saint Louis, Missouri.
5. This Court has personal jurisdiction over Defendant because Defendant transacted business in Missouri and purposefully availed itself of Missouri by staffing and profiting from

labor performed in Missouri, and because Plaintiff's claims arise out of Defendant's Missouri-related conduct.

### **C. Plaintiff's Assignment and the Reality of the Working Relationship**

6. Cameo assigned Plaintiff to a Certified Nuclear Medicine Technologist ("CNMT") position at the VA on 915 N Grand Blvd, St. Louis, MO 63106 on or about September 2022.

7. Plaintiff worked a fixed schedule and performed services under Cameo and VA supervision.

8. Plaintiff's work was integral to Cameo's business in supplying and staffing personnel pursuant to Cameo's contract assignments, such as the VA placement.

9. Despite the nature of her work and the control exercised over her assignment, Cameo classified Plaintiff as a 1099 independent contractor.

10. Cameo paid Plaintiff \$60.00 per hour, which Cameo represented was "inclusive of" all fringe benefits.

11. However, citing Cameo's 1099 classification of Plaintiff, Defendant denied Plaintiff the employment benefits granted to similarly situated W-2 employees, such as health insurance, paid leave, and retirement contributions.

### **D. Plaintiff Raises Misclassification Concerns and Engages in Protected Activity**

12. On or about September 2024, Cameo issued an Employee Handbook.

13. Pursuant to the handbook, the law required Cameo to classify workers who performed ongoing assignments for Cameo on a full-time basis as W-2 employees and not 1099 contractors.

14. On or about September 13, 2024, Plaintiff emailed Cameo management seeking clarification about her classification and Cameo's compliance obligations.

15. Cameo provided only vague assurances and did not promptly cure or meaningfully address the classification problem.

16. On or about September 19, 2024, Cameo admitted via email that the 1099 classification of Plaintiff did not comply with the law.

17. On or about September 24, 2024, Plaintiff contacted the U.S. Department of Labor ("DOL") to report the misclassification violation.

18. Plaintiff's communications with Cameo management and her report to the DOL were protected activities, including the reporting of suspected legal violations and/or refusal to participate in unlawful practices.

**E. Cameo's Retaliatory and Adverse Actions After Plaintiff's Protected Activity**

19. Following Plaintiff's protected disclosures and complaints, Cameo's conduct toward Plaintiff underwent a sharp change.

20. By April 2025, Plaintiff was instructed to limit her hours to 20 per week, substantially reducing her compensation and materially changing the terms and conditions of her work.

21. On or about June 11-12, 2025, Plaintiff's VA supervisor told Plaintiff that she could not work any hours until August 1, 2024, because of issues with the contract.

22. Plaintiff informed Cameo about VA's instructions and asked for guidance.

23. Cameo did not respond.

24. Instead, on or about July 25, 2025, Cameo sent Plaintiff a termination email that misleadingly claimed Plaintiff resigned.

**F. DOL Findings, Unemployment, and Cameo's False Separation Narrative**

25. On or about June 13, 2025, DOL Investigator Anne Thomas informed Plaintiff that Cameo had been found negligent in employing her as a 1099 and would owe back wages.

26. Cameo acknowledged the misclassification in an email to Plaintiff on June 16, 2024.

27. On or about June 13, 2025, Plaintiff filed for unemployment due to the reduction in her hours and resulting loss of income.

28. Cameo opposed Plaintiff's initial unemployment claim and falsely claimed that Plaintiff was not entitled to unemployment benefits because she was an independent contractor.

29. After her termination, Plaintiff updated her unemployment claim, which Cameo also opposed, falsely claiming Plaintiff quit her employment with Cameo.

30. Plaintiff prevailed in the unemployment appeal hearing.

31. Cameo's actions in mischaracterizing Plaintiff's separation as a resignation were part of an ongoing effort to retaliate against Plaintiff, to conceal or minimize wrongdoing, and to interfere with Plaintiff's rights.

#### **G. Pretextual "Compliance" Positioning, Pay Reduction, and Comparator Disparity**

32. On or about June 18, 2025, Cameo told Plaintiff that her W-2 conversion rate could be no higher than \$46.95 per hour "to remain in compliance with federal regulations."

33. Cameo's asserted compliance rationale was inconsistent with Cameo's later staffing decisions on the same contract.

34. Within approximately three months after Plaintiff's DOL complaint and termination, Cameo hired a male CNMT at a \$60 per hour W-2 rate, which was approximately 28% higher than the wage Cameo represented to Plaintiff was the maximum allowable W-2 rate.

35. The male CNMT had ten fewer years of experience than Plaintiff and had no prior VA experience.

36. The male CNMT was offered a full-time 40-hour schedule on the same VA contract from which Plaintiff had been removed.

37. Defendant's disparate treatment and shifting explanations further support the stated reasons for reducing Plaintiff's hours, removing her from the assignment, and labeling her as having resigned were pretextual.

#### **H. Post-Complaint Payment Confirming Misclassification**

38. On or about September 19, 2025, Cameo paid Plaintiff \$13,815.31, designated as "retro/back wages and benefits," confirming that Cameo improperly classified Plaintiff as a 1099.

39. This payment did not make Plaintiff whole for the value of two years of lost benefits, the full scope of back pay, or the retaliation and related harms Plaintiff suffered.

#### **I. Harm to Plaintiff**

40. As a direct and proximate result of Defendant's conduct, Plaintiff suffered economic damages, including but not limited to:

- a. Reduced hours and lost wages;
- b. Lost wages and benefits after her removal from the assignment beginning June 2025; and
- c. Lost employment benefits tied to Defendant's misclassification.

41. Plaintiff also suffered collateral harms, including the burden and delay caused by Defendant's opposition to her unemployment claim and Defendant's false assertion that she quit/resigned.

42. Plaintiff has also incurred non-economic damages, including emotional distress, inconvenience, and other damages allowed by law.

Respectfully submitted:

/s/ Sarah Jane Hunt  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on April 17, 2026, the foregoing was filed electronically with the Clerk of the Court.

/s/ Sarah Jane Hunt