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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KENYA LACEFIELD, on behalf of herself and
all those similarly situated and aggrieved,

Plaintiff,

vs.

GUIDEHOUSE INC., a Delaware Corporation;
LORI WESTMAN, an individual; and DOES 1
through 10, inclusive,

Defendants.

Case No. 24STCV25066

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

(1) VIOLATION OF CALIFORNIA LABOR
CODE § 510 (OVERTIME);
(2) VIOLATION OF CALIFORNIA LABOR
CODE § 226 (PAYSTUB);
(3) VIOLATION OF CALIFORNIA LABOR
CODE §§201-203 (WAITING TIME PENALTIE);
(4) VIOLATION OF CALIFORNIA LABOR
CODE § 2810.5;
(5) VIOLATION OF CALIFORNIA BUSINESS
AND PROFESSIONS CODE §§ 17200; AND
(6) PENALTIES PURSUANT TO CALIFORNIA
LABOR CODE § 2699 (PAGA).

DEMAND FOR JURY TRIAL

1 Plaintiff Kenya Lacefield (“Plaintiff”), on behalf of herself and the below identified putative class
2 members, hereby brings her first amended complaint against the above-named defendants and states and
3 alleges as follows:

4 **General Allegations**

5 1. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein
6 Defendant Guidehouse Inc. (“Defendant” or “Guidehouse”), was, and is, a Delaware corporation
7 authorized to do business and doing business in California. Defendant provides services in Los Angeles
8 County.

9 2. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein
10 Defendant Lori Westman (“Defendant Westman”), was, and is, a resident and citizen of California and a
11 supervisor at Guidehouse.

12 3. At the time the causes of action arose, Plaintiff was an individual and citizen of the County
13 of Los Angeles, State of California, and at all relevant times was employed by Defendants in the County
14 of Los Angeles. The acts giving rise to Plaintiff’s claims occurred in the County of Los Angeles.

15 4. Plaintiff was employed by Defendants as a licensed vocational nurse from approximately
16 November 2019 through September 29, 2023. Plaintiff has standing to bring this action on behalf of herself
17 and the putative class members pursuant to, among other statutes, California Code of Civil Procedure §
18 382, California Labor Code §§ 203, 206, 206.5, 210, 212-13, 226, 432.5, 2810.5 and/or 2699, and
19 California Business & Professions Code §§ 17200 et seq.

20 5. Plaintiff is unaware of the true names and capacities of Defendants sued herein as DOES
21 1-10, inclusive, and for that reason sues said Defendants by such fictitious names. Plaintiff will file and
22 serve an amendment to this complaint alleging the true names and capacities of said fictitiously named
23 Defendants if and when such true names and capacities become known to Plaintiff.

24 6. Plaintiff is informed and believes, and based thereon alleges, that each of the fictitiously
25 named Defendants is responsible in some manner for, and proximately caused, the harm and damages
26 alleged herein below.

27 7. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
28 and individuals named herein acted as the employee, agent, partner, alter-ego and/or joint venturer of each

1 of the other Defendants named herein and, in doing the acts and in carrying out the wrongful conduct
2 alleged herein, each of said Defendants acted within the scope of said relationship and with the permission,
3 consent and ratification of each of the other Defendants named herein.

4 8. Hereinafter in the complaint, unless otherwise specified, reference to a Defendant or
5 Defendants shall refer to all Defendants, and each of them.

6 **Defendant's Unlawful Payroll Policies And Practices**

7 9. Defendant Guidehouse is a nation-wide staffing agency. As Guidehouse employees,
8 Lacefield and the putative class were placed at MLK Hospital and other locations throughout California
9 in various nursing and administrative positions.

10 10. Defendant fails to pay overtime for hours worked in excess of eight (8) in a day even though
11 Plaintiff and the putative class regularly worked them. Indeed, Plaintiff's regular shift was generally
12 between 7:00 pm to 7:00 am (i.e., 12 hours) three (3) days a week. Yet Defendant's policy/practice was
13 to simply to pay Plaintiff's and the putative class's regular hourly rate irrespective of whether Plaintiff
14 and/or the putative class worked in excess of eight hours per shift.

15 11. Plaintiff notified human resources about the discrepancies on her paycheck, and was
16 directed to a supervisor, Guidehouse's Lori Westman.

17 12. Plaintiff is informed and believes and thereupon alleges that Defendant utilizes the same
18 foregoing procedures and have been doing these procedures with all putative class members.

19 13. Defendant also has a general policy/practice of failing to provide accurate required notices
20 containing required employment-related information.

21 14. Plaintiffs and the other putative class members also suffered damages and other harm as
22 the result of Defendant's conduct. Defendants have underpaid for overtime. Thus, Plaintiff still has not
23 been paid all wages due to her following the termination of her employment. Plaintiff is informed and
24 believes and thereupon alleges that other putative class members also have not been paid all wages due.

25 **Class Allegations**

26 15. The class for whose benefit this action is being prosecuted is defined as follows: All
27 persons employed by Guidehouse staffed in California from September 26, 2020 to the present. Plaintiff
28 reserves the right to create sub-classes if necessary.

1 16. All members of the putative class have had their rights under the California Labor Code
2 violation by Defendant's payroll practices.

3 17. The putative class members as described above are ascertainable and can be readily
4 identified from personnel files, payroll records, computer databases or other records maintained by
5 Defendant.

6 18. The litigation of the questions of fact and law involved in this action will resolve the rights
7 of all putative class members and hence will have a binding effect on all class members.

8 19. The class is sufficiently numerous, and joinder of separate claims brought by each and
9 every class member is impracticable, due to both a reluctance of certain class members to join in a lawsuit
10 that could impose costs on their current or former employer and the high cost of separate, individual
11 litigation in comparison to the amount of monetary recover for individual class members.

12 20. The putative class has a well-defined community of interest in the questions of fact and
13 law to be litigated. The common questions of law and fact predominate with respect to the liability issues,
14 relief issues and anticipated affirmative defenses.

15 21. The claims of the named plaintiff are typical for those for all putative class members.
16 Plaintiff was employed by Defendant as an MLK staffer from approximately November 2019 to
17 September 29, 2023. Plaintiff was not paid for all overtime worked, did not receive a legally-compliant
18 Labor Code § 2810.5 notice, received inaccurate paystubs, and has received less than what was due to her
19 during her employment and upon the separation of her employment.

20 22. The Plaintiff can fairly and adequately represent and protect the interests of the class in
21 that there is no conflict between her interests and the interests of the other class members, this action is
22 not collusive, the named plaintiff and counsel have the necessary resources to litigate this action and class
23 counsel has the experience and ability to prosecute this case as a class action.

24 23. The certification of a class in this action is superior to the separate litigation of a multitude
25 of cases by members of the putative class. Class adjudication will conserve judicial resources and will
26 avoid the possibility of inconsistent rulings. Moreover, there are class members who are unlikely to join
27 or bring an action due to, among other reasons, their fear of retaliation for joining a lawsuit against their
28 current or former employer and/or their inability to afford the prosecution of separate, individual actions.

1 Finally, equity dictates that all persons who stand to benefit from the relief sought herein should be subject
2 to the lawsuit and hence subject to an order spreading the costs of litigation among all class members.

3 24. In addition, pursuant to California Labor Code § 2699.3, Plaintiff took the initiative to
4 notify the Labor and Workforce Development Agency (“LWDA”) of these violations, including the facts
5 and theories to support the violations, on September 26, 2024. To date, the LWDA has not notified
6 Plaintiff that it would investigate the violations detailed in Plaintiff’s letter. Thus, Plaintiff has followed
7 the appropriate steps to enable her to pursue civil penalties and attorneys’ fees pursuant to California
8 Labor Code § 2699 for Defendant’s California Labor Code violations.

9
10 **FIRST CAUSE OF ACTION**
11 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 510, 1194**
12 **AGAINST ALL DEFENDANTS)**

13 25. Plaintiff, on behalf of herself and all putative class members, and all similarly aggrieved,
14 hereby incorporates and restates all allegations set out above in Paragraphs 1 through 24 of this Complaint.

15 26. Pursuant to the applicable IWC Order No. 4, California Labor Code §§ 510 and 1450,
16 Defendants were required to pay Plaintiff and putative class members for any work in excess of eight (8)
17 hours in one day and/or 40 in one (1) week an overtime rate of one and one-half (1 ½) times the employee’s
18 regular rate of pay.

19 27. As set forth above, however, Defendants failed to pay overtime wages for such hours
20 worked and instead attempted to pay employees’ regular hourly rates irrespective of actual hours worked.
21 Thus, Defendant failed to pay Plaintiff and the putative class properly for overtime hours worked in
22 violation of the foregoing provisions.

23 28. California Labor Code § 1194 authorizes Plaintiff to bring an action for unpaid overtime
24 compensation. Pursuant to California Labor Code § 1194(a), Plaintiff, on behalf of herself and the putative
25 class, hereby brings a claim for unpaid overtime pay, interest and attorneys’ fees.

26 29. As a direct, legal and proximate result of Defendants’ conduct, as alleged above, Plaintiff
27 and the putative class have suffered a loss of wages and/or compensation according to proof.

28 30. Plaintiff and the putative class are also entitled to interest on all amounts due under
California Labor Code § 218.6.

31. Plaintiff, on behalf of herself and all putative class members, and all similarly aggrieved, are also entitled to penalties in an amount to be proven at trial under California Labor Code §§ 210, 558, 2699 because Defendants did not pay them accurately in a timely manner for the overtime (and/or straight time or minimum wage) that they worked during their employment. Plaintiff, on behalf of herself and all putative class members, and all similarly aggrieved, seek interest on all amounts due under California Labor Code § 218.6 and § 2699. Pursuant to California Labor Code §§ 510, 511, 1194(a), and 1194.2 (and any other applicable section), Plaintiff, on behalf of herself and all putative class members, and all similarly aggrieved, hereby seeks recovery of all earned but unpaid wages whether deemed unpaid minimum wage, straight time or overtime compensation based on the above describe policy and/or practice. Pursuant to California Labor Code §§ 210, 225.5, 1194, and 1194.2, Plaintiff, on behalf of herself and all putative class members, and all similarly aggrieved, hereby seek all damages available, including liquidated damages, and civil penalties for Defendants' above described violations of the California Labor Code, including 25% of all amounts unlawfully withheld by Defendants pursuant to California Labor Code § 225.5.

32. As a further direct, legal and proximate result of Defendants' conduct, Plaintiff was caused to and did employ the services of counsel to prosecute this action, and Plaintiff and the putative class and those similarly aggrieved are, accordingly, entitled to an aware of attorneys' fees according to proof pursuant to California Labor Code §§ 1194(a), 2699.

33. Defendant Westman has personal liability as an owner, director and/or manager of Defendant Guidehouse who caused the foregoing violations pursuant to California Labor Code §§ 558 and 558.1.

SECOND CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED PAYSTUB IN VIOLATION OF CAL. LABOR CODE § 226 AGAINST DEFENDANT GUIDEHOUSE, INC. AND DOES 1-10)

34. Plaintiff, on behalf of herself and all putative class members, and all others similarly aggrieved, hereby incorporates and restates all allegations set out above in Paragraphs 1 through 33 of this Complaint.

35. California Labor Code § 226 requires every employer to furnish employees, at the time of

1 each payment of wages, with an accurate itemized statement in writing computing the wages earned. As
2 set forth more fully above, Defendants failed to properly pay Plaintiffs for all hours worked and, as a
3 result, Defendants failed to provide Plaintiffs with the required accurate itemization at the time of payment
4 of wages in violation of California Labor Code § 226, including hours worked and applicable hourly rates.
5 Defendant also failed to set forth the name of Plaintiff's actual employer (Guidehouse, Inc.) on the
6 paystub.

7 36. California Labor Code § 226 authorizes Plaintiffs to bring an action for Defendant's failure
8 to comply with its provisions.

9 37. As a direct, legal, and proximate result of Defendant's conduct, as alleged above, Plaintiffs
10 have suffered a loss of wages and/or compensation according to proof. Plaintiffs are also entitled to
11 statutory penalties in an amount to be proven at trial under California Labor Code § 226.

12 38. Defendants' failure to provide an accurate paystub has also harmed Plaintiff's ability to
13 determine the correct corporate entities that employed them. Those entities that were able to be found
14 based on the limited information available to date have been identified here.

15 39. Plaintiff, on behalf of herself and all putative class members, and all similarly aggrieved,
16 also hereby seeks civil penalties pursuant to California Labor Code § 2600 and § 226.3, which provides
17 that any employer who violates California Labor Code § 226(a) shall be subject to a civil penalty in the
18 amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation
19 in a subsequent citation. Under California Labor Code § 2699, Plaintiff is entitled to her share of this civil
20 penalty because Defendant's violation was knowing, intentional, and certainly not inadvertent or due to a
21 clerical error.

22 40. Plaintiff, on behalf of herself and all putative class members, and all similarly aggrieved,
23 also hereby requests attorneys' fees, costs, and interest pursuant to California Labor Code §§ 226(g), 2699.

24 **THIRD CAUSE OF ACTION**
25 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 201-203**
26 **AGAINST ALL DEFENDANTS)**

27 41. Plaintiff, on behalf of herself and all putative class members, and all others similarly
28 aggrieved, hereby incorporates and restates all allegations set out above in Paragraphs 1 through 40 of this

1 Complaint.

2 42. California Labor Code § 201 provides that all wages earned and unpaid at the time of an
3 employee's discharge are due and payable immediately. California Labor Code § 202 provides that, in the
4 case of an employee who resigns or quits, all such wages must not be paid not later than 72 hours
5 thereafter, unless the employee has given 72 hours previous notice, in which case the employee must be
6 paid all wages due at the time of quitting. Pursuant to California Labor Code § 203, an employer who
7 willfully fails to pay all such wages in accordance with Sections 201 and 202 must pay that employee
8 statutory waiting time penalties of a day's wages until wages owed are paid (up to 30 days).

9 43. As a matter of policy and/or pattern and practice, Defendants regularly and willfully
10 violation California Labor Code §§ 201-202 by, among other unlawful acts, failing to pay all overtime
11 wages due. Plaintiff is informed and believes and thereupon alleges that Defendants willfully failed to pay
12 all wages due immediately upon termination of employment or within 72 hours of a resignation without
13 notice.

14 44. Plaintiff is informed and believes and thereupon alleges that Defendant willfully failed to
15 pay Plaintiff (and all putative class members and those similarly aggrieved) all amounts due upon
16 separation of employment. Plaintiff, on behalf of herself and those similarly situated and/or aggrieved,
17 therefore seeks all unpaid wages and statutory penalties up to thirty (30) days' worth of pay under
18 California Labor Code § 203. Plaintiffs also seek penalties pursuant to California Labor Code § 2699.

19 45. Plaintiff, on behalf of herself and the putative class, seeks recovery of the unpaid balance
20 of the full amount of wages owed, statutory penalties, attorneys' fees, pre-judgment and post-judgment
21 interest, and costs of suit pursuant to California Labor Code §§201-203, 218.5, 218.6, 226, 2699.

22 46. Defendant Westman has personal liability as an owner, director and/or manager of
23 Defendant Guidehouse who caused the foregoing violations pursuant to California Labor Code §§ 558
24 and 558.1.

25 **FOURTH CAUSE OF ACTION**

26 **(FAILURE TO PROVIDE WRITTEN NOTICE OF EMPLOYMENT-RELATED**
27 **INFORMATION**
28 **AGAINST DEFENDANT GUIDEHOUSE INC. AND DOES 1-10)**

47. Plaintiff, on behalf of herself and all putative class members, hereby incorporates and

1 restates all allegations set out above in Paragraphs 1 through 46 of this Complaint.

2 48. Labor Code §201.3 defines a “temporary services employer” as the following: “an
3 employing unit that contracts with clients or customers to supply workers to perform services for the
4 clients or customers” and, among other things, negotiates the employee’s working conditions, work
5 assignments, rate of pay, and ability to hire and terminate the employee. Defendant Guidehouse, Inc. is a
6 staffing agency that employed Plaintiff, assigned her to MLK Hospital, and retained the right to control
7 the terms and conditions of her employment. Therefore, Defendant Guidehouse is a temporary services
8 employer under Section 201.3.

9 49. Labor Code § 2810.5(a)(3) requires that if an employer is a temporary services employer,
10 the employer must include in its Section 2810.5 Notice: “the name, the physical address of the main office,
11 the mailing address if different from the physical address of the main office, and the telephone number of
12 the legal entity for whom the employee will perform work”. Defendant Guidehouse, which was, as
13 demonstrated above, is a temporary services employer, failed to provide Plaintiff and the putative class
14 with that required information at the time of hire. Therefore, Defendant Guidehouse violated Labor Code
15 Section § 2810.5(a).

16 50. Defendant Guidehouse’s violation of Labor Code § 2810.5(a) therefore subjects it to civil
17 penalties under Labor Code § 2699(f).

18 **FIFTH CAUSE OF ACTION**

19 **(VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET SEQ.***
20 **AGAINST DEFENDANT GUIDEHOUSE, INC. AND DOES 1-10)**

21 51. Plaintiff, on behalf of herself and all putative class members, hereby incorporates and
22 restates all allegations set out above in Paragraphs 1 through 50 of this Complaint.

23 52. As described hereinabove, Defendant followed a policy and practice of failing to properly
24 pay overtime, failing to pay all wages due during employment, failing to provide an accurate paystub,
25 failing to pay all wages due upon separation of employment, and failing to provide employees with legally
26 complaint Labor Code § 2810.5 notices. Indeed, Defendant knowingly implemented a method of
27 providing employees’ paychecks in a method that was confusing and likely to result in employees being
28 unable to determine what wages had been rightfully earned.

53. Defendant knowingly and intentionally engaged in these sharp, unlawful, and unfair payroll practices so that it could save money and bolster its bottom line. By engaging in the aforementioned conduct, Defendant has engaged in unlawful, unfair, and fraudulent business practices in violation of California Business and Professions Code §§. 17200 et seq. These wage and hour violations are also viable under Section 17200. *See Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

54. These acts caused Plaintiff and putative class members actual and financial harm.

55. As the result of Defendant's unlawful, unfair, and fraudulent conduct, Defendant has been unjustly enriched insofar as Defendant has reduced its own costs while unlawfully, unfairly, and improperly avoiding its legal obligation to pay Plaintiff and the putative class wages and statutory penalties that were due to them.

56. Plaintiff and the putative class are entitled to restitution of all of the wages earned and due to them and any other of Defendant's ill-begotten gains from Defendant's engaging in the unlawful, unfair, and fraudulent payroll practices described herein, including any financial benefit that Defendant obtained as a result of the above-described false, fraudulent and/or unlawful business practices.

57. Plaintiff and the putative class also seek interest on the amount of restitution awarded to Plaintiff.

58. Plaintiff and the putative class also seek an injunction precluding Defendant from engaging in the unfair, unlawful, fraudulent and deceptive conduct set forth herein.

59. Plaintiff and the putative class also seek attorneys' fees under California Code of Civil Procedure § 1021.5 because this lawsuit seeks to enforce important public rights guaranteed by the California Labor Code.

SIXTH CAUSE OF ACTION

(PENALTIES PURSUANT TO CALIFORNIA LABOR CODE § 2699 AGAINST DEFENDANT GUIDEHOUSE, INC. and DOES 1-10)

60. Plaintiff, on behalf of herself and all putative class members, hereby incorporates and restates all allegations set out above in Paragraphs 1 through 59 of this Complaint.

61. As a result of the acts alleged herein, Plaintiff seeks penalties under California Labor Code

§ 2699 because of Guidehouse’s violations of California Labor Code §§ 201-203, 500, 510, 515, 558, 558.1, 1194, and 2810.5.

62. Plaintiff hereby seeks recovery of civil penalties as prescribed by the California Labor Code § 2699 as the representative of the State of California for the alleged violations described herein on behalf of herself and all aggrieved persons employed by Guidehouse staffed in California from September 26, 2023 to the present.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff KENYA LACEFIELD, on behalf of herself and those similarly situated and aggrieved, prays for judgment against Defendant GUIDEHOUSE, INC., an Illinois Corporation, LORI WESTMAN, an individual, and DOES 1 through 10, inclusive, and each of them, as follows:

1. For general damages according to proof, on each cause of action for which such damages are available;

2. For compensatory damages, according to proof on each cause of action for which such damages are available;

3. For special damages according to proof on each cause of action for which such damages are available;

4. For prejudgment and postjudgment interest on any lost or unpaid wages according to law;

5. For reasonable attorneys’ fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5, California Labor Code §§ 218.5, 218.6, 226, 2699, and any other relevant provision under California law that provides for attorneys’ fees;

6. For equitable relief to the extent available under law, including, but not limited to, injunctive relief;

7. For statutory and civil penalties, including but not limited to, California Labor Code 201-203, 206, 206.5, 210, 212-213, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 256, 432.5, 510, 511, 558, 558.1, 1450, 1194, 1194.2, 1197.1, 2810.5, 2699, and any other relevant provision under California law that provides for statutory or civil penalties; and

///

8. For such other and further relief as the Court deems proper and just.

Dated: March 27, 2026

MOSS BOLLINGER LLP
CHESLER LAW PC

By:_____

Jeremy F. Bollinger
Natasha Chesler

Attorneys for Plaintiff Kenya Lacefield

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 15300 Ventura Blvd, Suite 207, Sherman Oaks, CA 91403. On March 27, 2026, I served the foregoing document(s) described as:

FIRST AMENDED COMPLAINT

on the interested party(ies) below, using the following means:

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☒ BY ELECTRONIC TRANSMISSION. On the date set forth below I caused to be transmitted the document(s) listed above on the parties listed herein on CASE ANYWHERE or by e-mail in this action before 6:00 p.m. I hereby certify that this document was served from Sherman Oaks, California.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 27, 2026, at Los Angeles, California.

Jeremy Bollinger

[Print Name of Person Executing Proof]

[Signature]

