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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
10

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

13 Plaintiff,

14 vs.

15 GUIDEHOUSE INC., a Delaware
Corporation;
16 LORI WESTMAN, an individual; and
DOES 1 through 10, inclusive,
17

18 Defendants.
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CASE NO.:

CLASS ACTION

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; AND**

**(5) VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS
CODE §§ 17200**

DEMAND FOR JURY TRIAL

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

4 **General Allegations**

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

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

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

16 4. Plaintiff was employed by Defendants as a licensed vocational nurse from
17 approximately November 2019 through September 29, 2023. Plaintiff has standing to bring
18 this action on behalf of herself and the putative class members pursuant to, among other
19 statutes, California Code of Civil Procedure § 382, California Labor Code §§ 203, 206, 206.5,
20 210, 212-13, 226, 432.5, 2810.5 and/or 2699, and California Business & Professions Code
21 §§ 17200 *et seq.*

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

27 6. Plaintiff is informed and believes, and based thereon alleges, that each of the
28 fictitiously named Defendants is responsible in some manner for, and proximately caused, the

1 harm and damages alleged herein below.

2 7. Plaintiff is informed and believes, and based thereon alleges, that each of the
3 Defendants and individuals named herein acted as the employee, agent, partner, alter-ego
4 and/or joint venturer of each of the other Defendants named herein and, in doing the acts and
5 in carrying out the wrongful conduct alleged herein, each of said Defendants acted within the
6 scope of said relationship and with the permission, consent and ratification of each of the
7 other Defendants named herein.

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

10 **Defendant's Unlawful Payroll Policies and Practices**

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

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

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

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

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

27 14. Plaintiffs and the other putative class members also suffered damages and other
28 harm as the result of Defendant's conduct. Defendants have underpaid for overtime. Thus,

1 Plaintiff still has not been paid all wages due to her following the termination of her
2 employment. Plaintiff is informed and believes and thereupon alleges that other putative
3 class members also have not been paid all wages due.

4 **Class Allegations**

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

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

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

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

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

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

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

1 separation of her employment.

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

7 23. The certification of a class in this action is superior to the separate litigation of
8 a multitude of cases by members of the putative class. Class adjudication will conserve
9 judicial resources and will avoid the possibility of inconsistent rulings. Moreover, there are
10 class members who are unlikely to join or bring an action due to, among other reasons, their
11 fear of retaliation for joining a lawsuit against their current or former employer and/or their
12 inability to afford the prosecution of separate, individual actions. Finally, equity dictates that
13 all persons who stand to benefit from the relief sought herein should be subject to the lawsuit
14 and hence subject to an order spreading the costs of litigation among all class members.

15 24. In addition, pursuant to California Labor Code § 2699.3, Plaintiff took the
16 initiative to notify the Labor and Workforce Development Agency (“LWDA”) of these
17 violations, including the facts and theories to support the violations, on September 26, 2024.
18 The LWDA has not currently notified Plaintiff whether it would investigate the violations
19 detailed in Plaintiff’s letter. Plaintiff will amend if, and when, she receives notification from
20 the LWDA. Thus, Plaintiff has followed the appropriate steps to enable her to pursue civil
21 penalties and attorneys’ fees pursuant to California Labor Code § 2699 for Defendant’s
22 California Labor Code violations.

23 **FIRST CAUSE OF ACTION**
24 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 510, 1194**
25 **AGAINST ALL DEFENDANTS)**

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

1 26. Pursuant to the applicable IWC Order No. 4, California Labor Code §§ 510 and
2 1450, Defendants were required to pay Plaintiff and putative class members for any work in
3 excess of eight (8) hours in one day and/or 40 in one (1) week an overtime rate of one and
4 one-half (1 ½) times the employee's regular rate of pay.

5 27. As set forth above, however, Defendants failed to pay overtime wages for such
6 hours worked and instead attempted to pay employees' regular hourly rates irrespective of
7 actual hours worked. Thus, Defendant failed to pay Plaintiff and the putative class properly
8 for overtime hours worked in violation of the foregoing provisions.

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

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

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

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

1 Plaintiff, on behalf of herself and all putative class members, and all similarly aggrieved,
2 hereby seek all damages available, including liquidated damages, and civil penalties for
3 Defendants' above described violations of the California Labor Code, including 25% of all
4 amounts unlawfully withheld by Defendants pursuant to California Labor Code § 225.5.

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

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

12 **SECOND CAUSE OF ACTION**

13 **(FAILURE TO PROVIDE ACCURATE ITEMIZED PAYSTUB IN VIOLATION OF** 14 **CAL. LABOR CODE § 226**

15 **AGAINST DEFENDANT GUIDEHOUSE, INC. and DOES 1-10)**

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

19 35. California Labor Code § 226 requires every employer to furnish employees, at
20 the time of each payment of wages, with an accurate itemized statement in writing computing
21 the wages earned. As set forth more fully above, Defendants failed to properly pay Plaintiffs
22 for all hours worked and, as a result, Defendants failed to provide Plaintiffs with the required
23 accurate itemization at the time of payment of wages in violation of California Labor Code
24 § 226, including hours worked and applicable hourly rates. Defendant also failed to set forth
25 the name of Plaintiff's actual employer (Guidehouse, Inc.) on the paystub.

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

28 37. As a direct, legal, and proximate result of Defendant's conduct, as alleged

1 above, Plaintiffs have suffered a loss of wages and/or compensation according to proof.
2 Plaintiffs are also entitled to statutory penalties in an amount to be proven at trial under
3 California Labor Code § 226.

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

8 39. Plaintiff, on behalf of herself and all putative class members, and all similarly
9 aggrieved, also hereby seeks civil penalties pursuant to California Labor Code
10 § 2600 and § 226.3, which provides that any employer who violates California Labor Code
11 § 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation
12 in an initial citation and \$1,000 per employee for each violation in a subsequent citation.
13 Under California Labor Code § 2699, Plaintiff is entitled to her share of this civil penalty
14 because Defendant's violation was knowing, intentional, and certainly not inadvertent or due
15 to a clerical error.

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

19 **THIRD CAUSE OF ACTION**
20 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 201-203**
21 **AGAINST ALL DEFENDANTS)**

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

25 42. California Labor Code § 201 provides that all wages earned and unpaid at the
26 time of an employee's discharge are due and payable immediately. California Labor Code
27 § 202 provides that, in the case of an employee who resigns or quits, all such wages must not
28 be paid not later than 72 hours thereafter, unless the employee has given 72 hours previous

1 notice, in which case the employee must be paid all wages due at the time of quitting.

2 Pursuant to California Labor Code § 203, an employer who willfully fails to pay all such
3 wages in accordance with Sections 201 and 202 must pay that employee statutory waiting
4 time penalties of a day's wages until wages owed are paid (up to 30 days).

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

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

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

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

23 **FOURTH CAUSE OF ACTION**

24 **(FAILURE TO PROVIDE WRITTEN NOTICE OF EMPLOYMENT-RELATED** 25 **INFORMATION**

26 **AGAINST DEFENDANT GUIDEHOUSE INC. AND DOES 1-10)**

27 47. Plaintiff, on behalf of herself and all putative class members, hereby
28 incorporates and restates all allegations set out above in Paragraphs 1 through 46 of this

1 Complaint.

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

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

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

20 **FIFTH CAUSE OF ACTION**

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

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

26 52. As described hereinabove, Defendant followed a policy and practice of failing to
27 properly pay overtime, failing to pay all wages due during employment, failing to provide an
28 accurate paystub, failing to pay all wages due upon separation of employment, and failing to

1 provide employees with legally complaint Labor Code § 2810.5 notices. Indeed, Defendant
2 knowingly implemented a method of providing employees' paychecks in a method that was
3 confusing and likely to result in employees being unable to determine what wages had been
4 rightfully earned.

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

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

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

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

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

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

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

1 **PRAYER FOR RELIEF**

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

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

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

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

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

14 5. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Code of Civil Procedure § 1021.5, California Labor Code §§ 218.5, 218.6, 226,
16 2699, and any other relevant provision under California law that provides for attorneys' fees;

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

19 7. For statutory and civil penalties, including but not limited to, California Labor
20 Code 210, 225.5, 203, 226, 226.3, 226.6, 256, 558, 558.1, 1194, 1194.2, 1197.1, 2699, and
21 any other relevant provision under California law that provides for statutory or civil penalties;
22 and

23 8. For such other and further relief as the Court deems proper and just.
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1 **PLAINTIFF, ON BEHALF OF HERSELF AND THOSE SIMILARLY SITUATED**
2 **AND/OR AGGRIEVED, HEREIN DEMANDS A TRIAL BY JURY OF ALL CAUSES**
3 **OF ACTION ALLEGED HEREIN.**

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Respectfully submitted,

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DATED: September 26, 2024

CHESLER McCAFFREY LLP

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By /s/ Natasha Chesler

Natasha Chesler

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Marielle B. Sider

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Attorneys for Plaintiff

Kenva Lacefield

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