

July 7, 2025

For Online Filing

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Renee Hessee v. Blackstone Consulting, Inc.*

Dear Labor Commissioner:

As counsel for, and on behalf of, Renee Hessee (hereinafter referred to as “Claimant”), I am writing to provide you and the following employer(s) (hereafter “Defendant”) notice pursuant to California Labor Code section 2699.3:

**Blackstone Consulting, Inc.
11726 San Vicente Blvd., Suite 550
Los Angeles, CA 90049**

I am setting forth the facts and theories to support each of the counts found within this letter. Please notify us of your intent to investigate any or all of the claims alleged herein against any of the above identified Defendant(s). Should you decide not to investigate, we request that you allow us to seek civil penalties on behalf of the Labor Commissioner, Claimant, and all similarly situated current and former aggrieved employees, pursuant to California Labor Code section 2699(a). A \$75.00 filing fee is being submitted to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.

A. FACTS

Claimant and other aggrieved employees worked for Defendant as non-exempt, hourly employees in California. Claimant began her employment with Defendant in or around July 2024 and is still employed by Defendant.

During the relevant period, Defendant did not allow Claimant and similarly situated aggrieved employees to take their statutorily required meal periods. Defendant failed to provide Claimant and other similarly situated aggrieved employees a 30-minute, duty-free meal period

before the end of the fifth hour of work as required under the law. Claimant and similarly situated aggrieved employees regularly missed their meal periods due to staffing shortages and management pressure to continue working through scheduled break times.

Defendant also failed to provide rest periods to Claimant and similarly situated aggrieved employees for every four hours worked or major fraction thereof. Defendant provided only a single 30-minute meal period and did not provide separate, compliant rest periods. Management was aware this was occurring and failed to ensure rest periods were authorized and permitted.

Defendant failed to pay Claimant and similarly situated aggrieved employees for all statutorily required meal and rest premiums owed for non-compliant and missed meal and rest periods.

Additionally, Defendant required Claimant and similarly situated aggrieved employees to perform off-the-clock work. For example, Claimant was required to respond to phone calls and text messages from her supervisors and co-workers outside of working hours to discuss work-related issues. Claimant and similarly situated aggrieved employees were not compensated for time spent performing work off-the-clock.

Claimant and similarly situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours per week, but Defendant failed to pay all overtime wages owed to them.

Defendant also failed to pay Claimant and similarly situated aggrieved employees all wages owed. For example, in approximately February 2025, Defendant underpaid Claimant by failing to pay for all overtime hours worked. Claimant reported this issue to Defendant, but Defendant failed to pay the overtime wages owed.

Additionally, Claimant and similarly situated aggrieved employees were required to incur business-related expenses and were not reimbursed. For example, Claimant and similarly situated aggrieved employees were required to use their personal cell phones for business purposes but were not reimbursed by Defendant. Claimant and similarly situated aggrieved employees were also not reimbursed for mileage expenses. To illustrate, in approximately February 2025, after Defendant paid wages approximately one week late, Claimant was required to drive to retrieve her own paycheck and those of her team members, but Defendant failed to reimburse her for the mileage incurred.

As a result of the violations listed above, Defendant failed to supply Claimant and similarly situated aggrieved employees legally compliant wage statements that accurately reflected, among other things, total hours worked and the amount of overtime pay owed to them. As a result, Claimant and similarly situated employees were deprived of the information necessary to determine the total wages owed to them from their wage statements alone.

Claimant also submitted a written request for her personnel file and related employment documents on or about March 24, 2025, but Defendant failed to produce these records within the time required by California Labor Code sections 1198.5 and 226.

B. VIOLATIONS OF THE CALIFORNIA LABOR CODE EXPERIENCED BY CLAIMANT AND SIMILARLY SITUATED EMPLOYEES

Violation of California Labor Code §§ 1194, 1197.1; IWC Wage Order No. 4-2001, § 4 (Failure to Pay Minimum Wages)

During the period Claimant and similarly situated employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2024, MW-2025; IWC Wage Order No. 4-2001, section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Claimant and similarly situated employees at least minimum wage for all hours worked. Thus, Claimant and similarly situated employees were not paid at least the applicable state minimum wage for all hours worked in violation of the California Labor Code.

Violation of California Labor Code §§ 510, 1194; IWC Wage Order No. 4-2001, § 3 (Failure to Pay Overtime Wages)

California Labor Code sections 510 and 1194 require employers to pay employees overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Claimant and similarly situated employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages earned.

Violation of California Labor Code §§ 204, 210; IWC Wage Order No. 4-2001, § 4(B) (Failure to Timely Pay Wages)

California Labor Code section 204 provides that all wages earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. As stated above, on at least one occasion during Claimant's employment, Defendant failed to timely pay all wages owed to Claimant and similarly situated aggrieved employees on the day designated in advance by Defendant as a regular payday.

Violation of California Labor Code § 1174 (Failure to Keep Accurate Time Records)

California Labor Code section 1174(d) requires employers to keep "payroll records showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years." Defendant did not keep accurate information regarding all hours worked by Claimant and similarly situated employees, largely by failing to accurately record all time worked on their time records. This was in violation of the California Labor Code.

Violation of California Labor Code § 226.7 and IWC Wage Order No. 4-2001, § 11(A) (Failure to Provide Meal Periods)

California Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For the reasons stated above, Claimant and similarly situated employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay meal period premiums for its failure to provide meal periods.

Violation of California Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12(A) (Failure to Provide Rest Periods)

California Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Claimant and similarly situated employees were not authorized and permitted to take legally compliant rest periods pursuant to California law in violation of the California Labor Code. Defendant also failed to pay rest period premiums for their failure to provide rest periods.

Violation of California Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

California Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendant failed to comply with these requirements with respect to Claimant and similarly situated employees in violation of the California Labor Code.

Violation of California Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

California Labor Code section 2802(a) states that “An employer shall 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.” For the reasons stated above, Defendant failed to pay required reimbursements to Claimant and similarly situated employees for required business expenses in violation of the California Labor Code.

Violation of California Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

California Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the California Labor Code or any order of the Industrial Welfare Commission. As described above, Defendant, by and through its agents, violated Claimant's and similarly situated employees' rights provided for under California Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein.

Violation of Labor Code § 1197.5 (Failure to Pay Equal Wages for Substantially Similar Work)

Labor Code section 1197.5(a) prohibits paying employees at lower wage rates than rates paid to employees of the opposite sex or a different race or ethnicity for substantially similar work. On information and belief, Defendant paid Claimant and similarly situated aggrieved employees less than other employees of the opposite sex for substantially similar work. Defendant's actions are in violation of the Labor Code section 1197.5.

Violation of California Labor Code § 1102.5 (Whistleblower Retaliation)

California Labor Code section 1102.5 prohibits retaliation against an employee for disclosing information to a person with authority over the employee, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or a federal rule or regulation. An employer is liable for a civil penalty not exceeding \$10,000 per employee for each violation of California Labor Code section 1102.5 to be awarded to the employee who was retaliated against. Cal. Lab. Code § 1102.5(f)(1). Defendant retaliated against Claimant for reporting workplace violence and safety concerns, which she reasonably believed constituted violations of state or federal law, rule, or regulation, by, *inter alia*, singling out Plaintiff for unjustified disciplinary actions. This is in violation of the Labor Code.

Violation of California Labor Code § 226(f) (Failure to Provide Payroll Records Upon Request)

California Labor Code section 226(f) provides that an employer is required to allow an employee to inspect or copy pay records within twenty-one (21) days of the request for such records. Here, for the reasons stated above, Claimant and other aggrieved employees did not receive all their pay records within 21 days of the request as required by California Labor Code section 226(f).

Violation of California Labor Code § 1198.5(k), (b) (Failure to Provide Personnel Records Upon Request)

California Labor Code section 1198.5(k), (b) provides that an employer is required to allow an employee to inspect or copy certain personnel records within thirty (30) days of the request for such records. Here, for the reasons stated above, Claimant and other aggrieved

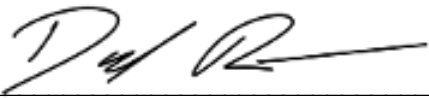
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employees did not receive all their personnel records within 30 days of the request as required by California Labor Code section 1198.5(k), (b). This is in violation of the California Labor Code.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact my office. Pursuant to Labor Code section 2699.3, please notify Defendant(s) and this law office within 60 calendar days of the postmark date of this notice whether the Agency intends to investigate the alleged violations.

Very truly yours,

By: 
Daniel E. Richardson
RICHARDSON EMPLOYMENT LAW, P.C.

cc:

Blackstone Consulting, Inc.
c/o Registered Agent Solutions, Inc.
720 14th Street
Sacramento, CA 95814