

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
mmatern@maternlawgroup.com
MATTHEW W. GORDON (SBN 267971)
mgordon@maternlawgroup.com
ISABELLE C. SHEPARD (SBN 364723)
ishepard@maternlawgroup.com
2101 E. El Segundo Boulevard, Suite 403
El Segundo, California 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff
LISA JEAN WEBSTER, on behalf of all
other aggrieved employees

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

LISA JEAN WEBSTER, an individual, on behalf
of all other aggrieved employees,

Plaintiff,

vs.

ACCURATE BACKGROUND, LLC, a
California limited liability company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **26STCV17012**

COMPLAINT FOR:

1. Penalties Under the California Labor Code Private Attorneys General Act of 2004, as a Representative Action Only (California Labor Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff LISA JEAN WEBSTER (“PLAINTIFF”), on behalf of all other current and
2 former non-exempt employees of DEFENDANTS (as defined in Paragraph 1 below) who worked
3 for DEFENDANTS in the State of California at any time during the relevant statutory period
4 (“AGGRIEVED EMPLOYEES”), in a representative capacity only, hereby alleges as follows:

5 **INTRODUCTION**

6 1. PLAINTIFF brings this action on behalf of the State of California and all other
7 AGGRIEVED EMPLOYEES of Defendant ACCURATE BACKGROUND, LLC, a California
8 limited liability company, and DOES 1 through 50, inclusive (collectively, “DEFENDANTS”), to
9 recover civil penalties arising from violations of the California Labor Code, including but not
10 limited to failure to provide meal periods, failure to authorize and permit rest periods, failure to
11 pay minimum wages, unpaid and illegally calculated overtime compensation, illegal meal and rest
12 period policies, failure to pay all wages due to discharged or quitting employees, failure to furnish
13 accurate itemized wage statements, failure to timely pay wages during employment, failure to
14 indemnify employees for necessary expenditures and/or losses incurred in discharging their
15 duties.

16 **JURISDICTION AND VENUE**

17 2. The Superior Court of the State of California has jurisdiction in this matter because
18 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
19 and residents of, and/or regularly conduct business in, California. Further, no federal question is
20 at issue because the claims are based solely on California law.

21 3. Venue is proper in this judicial district and the County of Los Angeles, California
22 because PLAINTIFF and other AGGRIEVED EMPLOYEES performed work for
23 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS’ unlawful actions
24 and omissions, as set forth herein, occurred in the County of Los Angeles. DEFENDANTS also
25 transact business in the County of Los Angeles and DEFENDANTS’s illegal payroll policies and
26 practices which are the subject of this action were applied, at least in part, to PLAINTIFF and the
27 other AGGRIEVED EMPLOYEES in the County of Los Angeles.

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PARTIES

4. PLAINTIFF is a citizen and resident of the State of California. At times material to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a non-exempt employee.

5. PLAINTIFF is informed and believes, and thereon alleges, that Defendant ACCURATE BACKGROUND, LLC, is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant ACCURATE BACKGROUND, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, Defendant ACCURATE BACKGROUND, LLC conducts business in the County of Los Angeles, State of California.

6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the court to amend this complaint to allege the true names and capacities of such DOE defendants when ascertained.

7. At all relevant times herein, PLAINTIFF and other AGGRIEVED EMPLOYEES were employed by DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, acted pursuant to, and in furtherance of, its policies and practices of not paying PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; and failing to properly compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for necessary expenditures; in violation of the California Labor Code and the

1 applicable Welfare Commission (“IWC”) Orders.

2 8. PLAINTIFF is informed and believes, and thereon allege, that each and every one
3 of the acts and omissions alleged herein were performed by, and/or attributable to,
4 DEFENDANTS, acting as an agent and/or employee, and/or under the direction and control of,
5 DEFENDANTS and that said acts and failures to act were within the course and scope of said
6 agency, employment and/or direction and control.

7 9. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
8 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
9 provision regulating minimum wages or hours and days of work in any order of the Industrial
10 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, or 1194.

11 10. As a direct and proximate result of the unlawful actions of DEFENDANTS,
12 PLAINTIFF and other AGGRIEVED EMPLOYEES have suffered, and continue to suffer, from
13 loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the
14 jurisdiction of this Court.

15 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

16 11. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
17 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of all AGGRIEVED
18 EMPLOYEES of DEFENDANTS in the State of California at any time during the relevant
19 statutory period.

20 12. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
21 on March 18, 2026 to the California Labor and Workforce Development Agency (“LWDA”) and
22 by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage
23 Orders alleged to have been violated, including the facts and theories to support the alleged
24 violations. Within sixty-five (65) calendar days of the March 18, 2026 postmark date of
25 PLAINTIFF’s notice letters, the LWDA did not provide notice to PLAINTIFF that it intends to
26 investigate the alleged violations. Pursuant to California Labor Code § 2699.3(e), the sixty-five
27 (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as part of the
28 time limited for the commencement of this civil action. Therefore, PLAINTIFF has complied

1 with all of the requirements set forth in California Labor Code § 2699.3 to commence a
2 representative action under PAGA.

3 **FACTUAL ALLEGATIONS**

4 **Failure to Provide Required Meal Periods**

5 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 11]**

6 13. At times relevant herein, as part of DEFENDANTS's illegal policies and practices
7 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
8 suffered or permitted PLAINTIFF and other AGGRIEVED EMPLOYEES to take less than the
9 30-minute meal period, or to work through them, and have failed to otherwise provide the
10 required meal periods to PLAINTIFF and other AGGRIEVED EMPLOYEES pursuant to Labor
11 Code §§ 226.7 and 512 and IWC Order No. 4-2001, § 11.

12 14. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
13 Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and other AGGRIEVED
14 EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC
15 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each
16 workday that a meal period was not provided.

17 **Failure to Provide Required Rest Periods**

18 **[Cal. Labor Code §§ 226.2, 226.7; IWC Wage Order No. 4-2001, § 12]**

19 15. At all times relevant herein, as part of DEFENDANTS' illegal policies and
20 practices to deprive AGGRIEVED EMPLOYEES all wages earned and due, DEFENDANTS failed
21 to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES as required under
22 Labor Code §§ 226.2, 226.7, and IWC Wage Order No. 4-2001, § 12.

23 16. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 4-
24 2001, § 12 by failing to pay PLAINTIFF and other AGGRIEVED EMPLOYEES who were not
25 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
26 hour of compensation at each employee's regular rate of pay for each workday that a rest period
27 was not provided.

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Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]

17. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with 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 consecutive day of work in any workweek.

18. PLAINTIFF and other AGGRIEVED EMPLOYEES are current and former non-exempt employees of DEFENDANTS who are entitled to the protections of Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001. At times relevant herein, DEFENDANTS failed to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, suffering or permitting PLAINTIFF and other AGGRIEVED EMPLOYEES to work off the clock; requiring, permitting or suffering PLAINTIFF and other AGGRIEVED EMPLOYEES to work through meal breaks; illegally and inaccurately recording time in which PLAINTIFF and other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic underpayment of overtime wages to aggrieved employees; failing to properly maintain PLAINTIFF's and other AGGRIEVED EMPLOYEES' records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

19. DEFENDANTS knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all wages earned and all hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 4-

1 2001, § 3.

2 **Failure to Pay Minimum Wages**

3 **[Cal Labor Code §§ 226.2, 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

4 20. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-
5 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
6 worked in a payroll period is unlawful.

7 21. During the PENALTY PERIOD and in violation of California Labor Code §§
8 1194 and 1197 and IWC Wage Order No. 4-2001, § 4, DEFENDANTS failed to pay PLAINTIFF
9 and other AGGRIEVED EMPLOYEES the applicable minimum wages for all hours worked in a
10 payroll period by, among other things: requiring, suffering or permitting PLAINTIFF and other
11 AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering or permitting
12 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through meal breaks; illegally and
13 inaccurately recording time in which PLAINTIFF and other AGGRIEVED EMPLOYEES
14 worked; failing to properly maintain PLAINTIFF's and other AGGRIEVED EMPLOYEES'
15 records; failing to provide accurate itemized wage statements to PLAINTIFF and other
16 AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

17 **Failure to Timely Pay Wages During Employment**

18 **[Cal. Labor Code § 204]**

19 22. Pursuant to California Labor Code § 204, for all labor performed between the 1st
20 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
21 employees between the 16th and 26th day of the month during which the labor was performed.
22 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
23 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
24 between the 1st and 10th day of the following calendar month. In addition, California Labor
25 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
26 paid no later than the payday of the next regular payroll period.

27 23. DEFENDANTS knowingly and intentionally also failed to pay PLAINTIFF and
28 AGGRIEVED EMPLOYEES sick pay and overtime at their regular rate of pay. DEFENDANTS

1 knowingly and intentionally failed to include all remuneration earned on wage statements in the
2 calculation of paid sick leave and overtime. As a result, PLAINTIFF and AGGRIEVED
3 EMPLOYEES were issued inaccurate wage statements with incorrect wages earned listed.

4 24. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
5 pay PLAINTIFF and other AGGRIEVED EMPLOYEES all the wages for labor performed by the
6 next regular payroll period as required by California Labor Code § 204.

7 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

8 **[Cal. Labor Code §§ 201, 202, 203]**

9 25. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
10 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
11 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
12 discharge are due and payable immediately.

13 26. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
14 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
15 employment, unless the employee provided 72 hours previous notice of his or her intention to
16 quit, in which case the employee is entitled to his or wages at the time of quitting.

17 27. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
18 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
19 employer is liable for waiting time penalties in the form of continued compensation to the
20 employee at the same rate for up to 30 workdays.

21 28. DEFENDANTS knowingly and intentionally also failed to pay PLAINTIFF and
22 AGGRIEVED EMPLOYEES sick pay and overtime at their regular rate of pay. DEFENDANTS
23 knowingly and intentionally failed to include all remuneration earned on wage statements in the
24 calculation of paid sick leave and overtime. At times relevant herein, in violation of Labor Code
25 §§ 201 and 202, DEFENDANTS willfully failed to timely pay accrued wages and other
26 compensation to PLAINTIFF and other AGGRIEVED EMPLOYEES who were discharged or
27 quit his or her employment.

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1 **Failure to Furnish Accurate Itemized Wage Statements**

2 **[Cal. Labor Code §§ 226(a), 226.2; IWC Wage Order No. 4-2001, § 7]**

3 29. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
4 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely and accurate itemized
5 wage statements in writing showing each employee's gross wages earned, total hours worked, all
6 deductions made, net wages earned, the inclusive dates of the period for which the employee is
7 paid, the name of the employee and only the last four digits of his or her social security number or
8 employee identification number, the name and address of the legal entity or entities employing
9 PLAINTIFF and other AGGRIEVED EMPLOYEES, and all applicable hourly rates in effect
10 during each pay period and the corresponding number of hours worked at each hourly rate, in
11 violation of California Labor Code § 226(a) and IWC Wage Order No. 4-2001 § 7.

12 30. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
13 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely and accurate itemized
14 wage statements in accordance with Labor Code § 226(a).

15 31. At times relevant herein, PLAINTIFF and other AGGRIEVED EMPLOYEES
16 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
17 wage statements as PLAINTIFF and other AGGRIEVED EMPLOYEES could not promptly and
18 easily determine from the wage statement alone one or more of the following: the gross wages
19 earned, the total hours worked, all deductions made, the net wages earned, the name and address
20 of the legal entity or entities employing PLAINTIFF and other AGGRIEVED EMPLOYEES,
21 and/or all applicable hourly rates in effect during each pay period and the corresponding number
22 of hours worked at each hourly rate.

23 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**

24 **Duties**

25 **[Cal. Labor Code § 2802]**

26 32. Labor Code § 2802(a) requires an employer to indemnify an employee for all
27 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
28 of her his or her duties, or of his or her obedience to the directions of the employer.

1 33. At times relevant herein, DEFENDANTS failed to indemnify PLAINTIFF and
2 other AGGRIEVED EMPLOYEES for all business expenses and/or losses incurred in direct
3 consequence of the discharge of their duties while working under the direction of
4 DEFENDANTS, including but not limited to expenses for personal cell phone usage and other
5 employment-related expenses, in violation of Labor Code § 2802.

6 **Failure to Pay Sick Leave at the Regular Rate of Pay**

7 **[Cal. Labor Code § 246]**

8 34. Labor Code § 246 requires an employer to pay employees sick leave using one of
9 the calculations in Labor Code § 246(l)(1)-(3).

10 35. At times relevant herein, DEFENDANTS violated Labor Code § 246(l)(1)-(3) by
11 failing to pay PLAINTIFF and other AGGRIEVED EMPLOYEES sick leave at the correct
12 regular rate of pay, including by failing to include all remuneration earned in the calculation of
13 paid sick leave.

14 **FIRST CAUSE OF ACTION**

15 **Representative Action for Penalties Under the Labor Code Private Attorneys General Act**
16 **of 2004**

17 **[Cal. Labor Code § 2698, *et seq.*]**

18 **(Against All DEFENDANTS)**

19 36. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
20 allegations in paragraphs 1 through 36.

21 37. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
22 Code § 2699(c), and a proper representative to bring a civil action on behalf other current and
23 former non-exempt employees of DEFENDANTS pursuant to the procedures specified in Labor
24 Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of the
25 alleged Labor Code violations was committed against PLAINTIFF during the relevant period.

26 38. PLAINTIFF seeks to recover civil penalties through a representative action
27 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
28 Cal.4th 969. Thus, class certification is not required.

1 39. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
2 penalties from DEFENDANTS in a representative action for the violations set forth above,
3 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.2, 226.7,
4 246, 510, 512, 1174(d), 1194, 1197, 1198, and 2802.

5 40. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
6 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
7 provided, including but not limited to the following:

8 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
9 DEFENDANTS are subject to a civil penalty in the amount of one hundred
10 dollars (\$100) for the initial violation for each failure to pay each employee
11 and two hundred dollars (\$200) per employee for violations in subsequent
12 pay periods.

13 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
14 DEFENDANTS are subject to a civil penalty in the amount of two hundred
15 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
16 period where a violation occurs and one thousand dollars (\$1,000) per
17 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.

18 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
19 on behalf of an employer who violates, or causes to be violated, a section
20 of this chapter or any provision regulating hours and days of work in any
21 order of the Industrial Welfare Commission," including Labor Code §§ 510
22 and 512, shall be subject to a civil penalty, in addition to any other penalty
23 provided by law, of fifty dollars (\$50) for initial violations for each
24 underpaid employee for each pay period for which the employee was
25 underpaid and one hundred dollars (\$100) for each subsequent violation for
26 each underpaid employee for each pay period for which the employee was
27 underpaid. In addition, PLAINTIFF seeks civil penalties in the amount
28 sufficient to recover underpaid wages owed to AGGRIEVED

EMPLOYEES pursuant to Labor Code § 558(a).

d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d), DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500).

e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

41. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 226.2, 226.7, 1194, 1197, 1198, and 2802.

42. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, on behalf of all other AGGRIEVED EMPLOYEES, prays for relief against DEFENDANTS as follows:

1. For civil penalties according to proof, including but not limited to the amount of any underpaid wages of other AGGRIEVED EMPLOYEES and all penalties authorized by the

1 Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699;

2 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
3 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
4 judgment interest;

5 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(k)(1)
6 and/or any other applicable provisions providing for attorney's fees and costs; and

7 4. For such further relief that the Court may deem just and proper.

8
9 DATED: May 28, 2026

Respectfully submitted,

10 MATERN LAW GROUP, PC

11
12 By:



13 MATTHEW J. MATERN
14 MATTHEW W. GORDON
15 ISABELLE C. SHEPARD
16 Attorneys for Plaintiff
17 LISA JEAN WEBSTER, on behalf of all
18 other aggrieved employees
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DATED: May 28, 2026

MATERN LAW GROUP, PC

Matthew M. Gordon

MATTHEW J. MATERN
MATTHEW W. GORDON
ISABELLE C. SHEPARD
Attorneys for Plaintiff
LISA JEAN WEBSTER, on behalf of all
other aggrieved employees