

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
3/23/2026 11:53:37 AM

Clerk of the Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

DJ GLENON, individually, and on behalf of all
others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

BeyondSite, LLC, a Colorado Limited
Liability Company; Noor Staffing Group,
LLC, a New York Limited Liability
Company; Searchpoint NY Inc, a New York
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 25CU055233C

*Assigned for all purposes to:
Hon. Euketa Oliver, Dept. C-75*

**CLASS & PAGA REPRESENTATIVE
ACTION**

FIRST AMENDED COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. PAGA Violations (Cal. Lab. Code §§ 2698).

DEMAND FOR JURY TRIAL

Complaint Filed: October 14, 2025
Trial Date: Not Yet Set

1 Plaintiff DJ GLENON (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **I. INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants BeyondSite, LLC (“BeyondSite”),
6 Noor Staffing Group, LLC (“Noor Staffing”), Searchpoint NY Inc. (“Searchpoint”), and DOES 1
7 through 10 (collectively, “Defendants”) for California Labor Code violations and unfair business
8 practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time,
9 and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
10 failure to timely pay final wages, failure to furnish accurate wage statements, and failure to
11 indemnify employees for expenditures.

12 2. Plaintiff brings the First through Eighth Causes of Action individually on his own
13 behalf and as a class and representative action on behalf of certain current and former employees
14 of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” and defined
15 more fully below). The Class consists of Plaintiff and all other persons who have been employed
16 by any Defendant in California as an hourly-paid or non-exempt employee within the applicable
17 statute of limitations period.

18 3. Plaintiff brings the Ninth Cause of Action individually and on behalf of all persons
19 who worked for Defendants in California as hourly paid or non-exempt employees during the
20 statute of limitations period applicable to the claim pleaded herein (the “Aggrieved Employees”).

21 4. Defendants own/owned and operate/operated an industry, business, and
22 establishment within the State of California, including San Diego County. As such and based upon
23 all the facts and circumstances incident to Defendants’ business in California, Defendants are
24 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
25 (IWC), and the California Business and Professions Code.

26 5. Despite these requirements, throughout the statutory period, Defendants maintained
27 a systematic, company-wide policy and practice of:
28

1 (a) Failing to pay employees for all hours worked, including all minimum,
2 straight time, and overtime wages in compliance with the California Labor Code and IWC Wage
3 Orders;

4 (b) Failing to provide employees with timely and duty-free meal periods in
5 compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate
6 records of all meal periods taken or missed, and failing to pay an additional hour's pay for each
7 workday a meal period violation occurred;

8 (c) Failing to authorize and permit employees to take timely and duty-free rest
9 periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay
10 an additional hour's pay for each workday a rest period violation occurred;

11 (d) Willfully failing to pay employees all minimum, straight time, overtime,
12 meal period premium, and rest period premium wages due within the time period specified by
13 California law upon termination of employment;

14 (e) Failing to provide employees with accurate, itemized wage statements
15 containing all the information required by the California Labor Code and IWC Wage Orders; and

16 (f) Failing to indemnify employees for expenditures incurred in direct discharge
17 of duties of employment.

18 6. On information and belief, Defendants, and each of them were on actual and
19 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
20 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
21 willful and deliberate.

22 7. At all relevant times, Defendants were and are legally responsible for all the
23 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
24 foregoing paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees.
25 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
26 herein under the doctrine of *respondeat superior*.

1 **II. THE PARTIES**

2 **A. Plaintiff**

3 8. Plaintiff is a resident of San Diego County, California who worked for Defendants
4 in San Diego, California as an hourly-paid, non-exempt employee from approximately March 2025
5 to approximately July 2, 2025.

6 9. Plaintiff reserves the right to seek leave to amend this complaint to add new
7 Plaintiffs, if necessary, to establish suitable representative(s) pursuant to *La Sala v. American*
8 *Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

9 **B. Defendants**

10 10. Plaintiff is informed and believes, and thereon alleges based on information and
11 belief, that at all relevant times, Noor Staffing, a New York limited liability company; BeyondSite,
12 a Colorado limited liability company; and Searchpoint, a New York corporation, were business
13 entities conducting business in the State of California, including in San Diego County, and jointly
14 employed Plaintiff and were each Plaintiff's employer within the meaning of applicable California
15 law.

16 11. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
17 Defendants jointly employed Plaintiff and other similarly situated employees within the meaning
18 of the California Labor Code, the IWC Wage Orders, and applicable case law. Defendants suffered
19 and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their
20 wages, hours, or working conditions.

21 12. Plaintiff was hired by Noor Staffing to perform work assignments for BeyondSite,
22 an event staffing and leadership company that contracted with Noor Staffing to obtain workers to
23 perform event services and related labor. During the course of Plaintiff's employment, BeyondSite
24 directly supervised and controlled Plaintiff's daily work activities, provided work schedules and
25 assignments, and exercised the right to direct, discipline, and terminate workers provided by Noor
26 Staffing.

27 13. Plaintiff is informed and believes, and thereon alleges, that Searchpoint is an
28 affiliated entity within the Noor Staffing corporate network that issued paychecks to Plaintiff and

1 other employees, processed payroll, and maintained employment records on behalf of Noor
2 Staffing and/or BeyondSite, thereby exercising control over the payment of wages and compliance
3 with California wage laws.

4 14. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted as
5 the agent, representative, alter ego, joint employer, and/or co-conspirator of each of the other
6 Defendants, and in doing the acts or omissions alleged herein, each Defendant was acting within
7 the course and scope of such agency or employment. Defendants shared control over key
8 employment terms and conditions, including but not limited to hiring, training, supervision,
9 scheduling, discipline, payroll, and termination decisions, and each derived benefit from the work
10 performed by Plaintiff, the Class, and the Aggrieved Employees.

11 15. Plaintiff is informed and believes, and thereon alleges, that Defendants constituted
12 an integrated enterprise with interrelated operations, common management, centralized control of
13 labor relations, and common ownership or financial control. As a result, each Defendant is jointly
14 and severally liable for the violations of the California Labor Code, the applicable Wage Orders,
15 and the unfair business practices alleged herein.

16 16. Plaintiff does not know the true names or capacities of the persons or entities sued
17 herein as Does 1 through 10, inclusive, and therefore sues said Defendants by such fictitious names.
18 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
19 Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this
20 complaint to set forth the true names and capacities of these Defendants when they have been
21 ascertained, together with appropriate charging allegations, as may be necessary.

22 17. At all times mentioned herein, the Defendants named as Does 1 through 10,
23 inclusive, and each of them, were residents of, doing business in, availed themselves of the
24 jurisdiction of, and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved
25 Employees in the State of California.

26 18. Plaintiff is informed and believes and thereon alleges that at all relevant times each
27 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
28 other employees described in the class definitions below, and exercised control over their wages,

1 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
2 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
3 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
4 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
5 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
6 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
7 below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant
8 to and within the scope of the relationships alleged above, that each Defendant knew or should
9 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
10 conduct of all other Defendants.

11 **III. JURISDICTION & VENUE**

12 19. This Court has subject matter jurisdiction as an unlimited civil case. The Court has
13 personal jurisdiction over Defendants under Code of Civil Procedure section 410.10.

14 20. The Court has personal jurisdiction over Defendants because the Plaintiff, the Class
15 Members, and Aggrieved Employees' claims arise from Defendants' business activities conducted
16 in California.

17 21. At all times mentioned herein, Defendants, inclusive and each of them, were
18 residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff,
19 the Class, and the Aggrieved Employees in the State of California.

20 22. Venue is appropriate in San Diego County, California, because many acts and
21 omissions that give rise to the claims for relief alleged in this action occurred in San Diego County.

22 **IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 23. Plaintiff worked for Defendants in San Diego, California as an hourly-paid, non-
24 exempt employee from approximately March 2025 to approximately July 2, 2025. During
25 Plaintiff's employment for Defendants, Defendants paid Plaintiff, the Class and the Aggrieved
26 Employees an hourly wage and classified them as non-exempt from overtime. Defendants typically
27 scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but
28

1 Plaintiff regularly worked more than eight hours in a workday and/or more than 40 hours in a
2 workweek.

3 24. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
4 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
5 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely
6 pay all final wages to Plaintiff when Defendants terminated their employment, failed to furnish
7 accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As
8 discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

9 25. Throughout the statutory period, Defendants maintained a policy and practice of not
10 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including
11 minimum, straight time, and overtime wages. Defendants required Plaintiff, the Class, and the
12 Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring
13 Plaintiff, the Class, and the Aggrieved Employees to perform work prior to clocking in for the
14 workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid
15 work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants
16 also failed to maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved
17 Employees worked.

18 26. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
19 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants
20 regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees to work in
21 excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free
22 meal period for every five hours of work, or without compensating Plaintiff, the Class, and the
23 Aggrieved Employees for meal periods that were not provided by the end of the fifth or tenth hour
24 of work. Instead, Defendants continued to assert control over Plaintiff, the Class, and the
25 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks that
26 could not be completed without working in lieu of taking mandatory meal periods, or by denying
27 Plaintiff, the Class, and the Aggrieved Employees permission to take a meal period. Accordingly,
28

Defendants' policy and practice was to not provide meal periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.

27. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiff, the Class, and the Aggrieved Employees to work more than four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to disallow Plaintiff, the Class, and the Aggrieved Employees to take rest periods required under California law.

28. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiff, the Class, and the Aggrieved Employees all final wages due at their termination of employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed by Defendants at the conclusion of their employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages when their employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff, the Class, and the Aggrieved Employees.

29. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class, and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not allowed in accordance with California law). As a

1 result of these violations of California Labor Code section 226, subdivision (a), Plaintiff, the Class,
2 and the Aggrieved Employees suffered injury because, among other things:

3 (a) the violations led them to incorrectly believe that they were not entitled to
4 be paid minimum, straight time, overtime, meal period premium, and rest period premium wages;

5 (b) the violations led them to incorrectly believe that they had been paid the
6 minimum, straight time, overtime, meal period premium, and rest period premium wages;

7 (c) the violations led them to incorrectly believe they were not entitled to be
8 paid minimum, straight time, overtime, meal period premium, and rest period premium wages at
9 the correct California rate;

10 (d) the violations led them to incorrectly believe they had been paid minimum,
11 straight time, overtime, meal period premium, and rest period premium wages at the correct
12 California rate;

13 (e) the violations hindered them from determining the amounts of minimum,
14 straight time, overtime, meal period premium, and rest period premium wages owed to them;

15 (f) in connection with their employment before and during this action, and in
16 connection with prosecuting this action, the violations caused them to have to perform
17 mathematical computations to determine the amounts of wages owed to them, computations they
18 would not have to make if the wage statements contained the required accurate information;

19 (g) by understating the wages truly due to them, the violations caused them to
20 lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment,
21 and other governmental benefits;

22 (h) the wage statements inaccurately understated the wages, hours, and wage
23 rates to which Plaintiff, the Class, and the Aggrieved Employees were entitled, and Plaintiff, the
24 Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they
25 were entitled.

26 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided
27 for in California Labor Code section 226, subdivision (e) and injunctive relief under California
28 Labor Code section 226, subdivision (h).

1 30. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the
2 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
3 duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-
4 pocket for necessary employment-related expenses, including, without limitation, work attire.

5 31. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as
6 a direct result of performing their job duties for Defendants, but Defendants failed to indemnify
7 Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

8 **CLASS ACTION ALLEGATIONS**

9 32. Plaintiff brings certain claims individually, as well as on behalf of each and all other
10 persons similarly situated, and thus, seeks class certification under California Code of Civil
11 Procedure section 382.

12 33. All claims alleged herein arise under California law for which Plaintiff seeks relief
13 authorized by California law.

14 34. The proposed Class consists of and is defined as:

15 All persons who worked for any Defendant in California as an
16 hourly-paid or non-exempt employee at any time during the
17 period beginning four years before the filing of the initial
18 complaint in this action and ending when notice to the Class is
19 sent.

20 35. At all material times, Plaintiff was a member of the Class.

21 36. Plaintiff undertook this concerted activity to improve the wages and working
22 conditions of all Class Members.

23 37. There is a well-defined community of interest in the litigation and the Class is
24 readily ascertainable:

25 (a) *Numerosity*: The members of the Class (and each subclass, if any) are so
26 numerous that joinder of all members would be unfeasible and impractical. The membership of the
27 entire Class is presently unknown to Plaintiff; however, the Class is estimated to be greater than
28 forty (40) individuals and the identity of such membership is readily ascertainable by inspection
of Defendants' records.

1 (b) *Typicality*: Plaintiff is qualified to, and will, fairly and adequately protect the
2 interests of each Class Member with whom there is a shared, well-defined community of interest,
3 and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated
4 herein.

5 (c) *Adequacy*: Plaintiff is qualified to, and will, fairly and adequately protect the
6 interests of each Class Member with whom there is a shared, well-defined community of interest
7 and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests
8 antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in
9 the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and
10 throughout the duration of this action, will continue to incur costs and attorneys' fees that have
11 been, are, and will be necessarily expended for the prosecution of this action for the substantial
12 benefit of each class member.

13 (d) *Superiority*: A class action is superior to other available methods for the fair
14 and efficient adjudication of the controversy, including consideration of:

15 (1) The interests of the members of the Class in individually controlling
16 the prosecution or defense of separate actions;

17 (2) The extent and nature of any litigation concerning the controversy
18 already commenced by or against members of the Class;

19 (3) The desirability or undesirability of concentrating the litigation of the
20 claims in the particular forum; and,

21 (4) The difficulties likely to be encountered in the management of a class
22 action.

23 (e) *Public Policy Considerations*: The public policy of the State of California is
24 to resolve the California Labor Code claims of many employees through a class action. Indeed,
25 current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
26 Former employees are also fearful of bringing actions because they believe their former employers
27 might damage their future endeavors through negative references and/or other means. Class actions
28

1 provide the class members who are not named in the complaint with a type of anonymity that
2 allows for the vindication of their rights while their privacy is protected.

3 38. There are common questions of law and fact as to the Class (and each subclass, if
4 any) that predominate over questions affecting only individual members, including without
5 limitation, whether, as alleged herein, Defendants have:

6 (a) Failed to pay Class Members for all hours worked, including minimum,
7 straight time, and overtime wages;

8 (b) Failed to provide meal periods and pay meal period premium wages to Class
9 Members;

10 (c) Failed to authorize and permit rest periods and pay rest period premium
11 wages to Class Members;

12 (d) Failed to provide Class Members with timely final wages;

13 (e) Failed to provide Class Members with accurate wage statements;

14 (f) Failed to indemnify Class Members for expenditures; and,

15 (g) Violated California Business and Professions Code section 17200, *et seq.* as
16 a result of their illegal conduct as described above.

17 39. This Court should permit this action to be maintained as a class action pursuant to
18 California Code of Civil Procedure section 382 because:

19 (a) The questions of law and fact common to the Class predominate over any
20 question affecting only individual members;

21 (b) A class action is superior to any other available method for the fair and
22 efficient adjudication of the claims of the members of the Class;

23 (c) The members of the Class are so numerous that it is impractical to bring all
24 members of the class before the Court;

25 (d) Plaintiff, and the other members of the Class, will not be able to obtain
26 effective and economic legal redress unless the action is maintained as a class action;

27 (e) There is a community of interest in obtaining appropriate legal and equitable
28 relief for the statutory violations, and in obtaining adequate compensation for the damages and

injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

(1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

(2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

40. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

V. CAUSES OF ACTION¹

FIRST CAUSE OF ACTION

Failure to Pay Minimum and Straight Time Wages for All Hours Worked

41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 40 in this Complaint.

¹ Unless otherwise stated, all causes of action are asserted against all Defendants.

42. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

43. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff, the Class, and the Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code section 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

44. Accordingly, Plaintiff, the Class, and the Aggrieved Employees are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

45. By and through the conduct described above, Plaintiff, the Class, and the Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

46. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff, the Class, and the Aggrieved Employees for their non-overtime hours worked without pay, Plaintiff, the Class, and the Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, the Class, and the Aggrieved Employees, and which will be ascertained according to proof at trial.

47. By failing to keep adequate time records required by California Labor Code section 1174, subdivision (d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff, the Class, and the Aggrieved Employees.

48. Pursuant to California Labor Code section 1194.2, Plaintiff, the Class, and the Aggrieved Employees are entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

49. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the applicable statute of limitations period, Plaintiff, the Class, and the Aggrieved Employees were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times,

Defendants systematically failed and refused to pay Plaintiff, the Class, and the Aggrieved Employees all such wages due and failed to pay those wages twice a month.

50. Plaintiff, the Class, and the Aggrieved Employees are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code sections 218.5, 218.6, and 1194, subdivision (a).

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages

51. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 50 in this Complaint.

52. California Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

53. California Labor Code sections 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

54. At all times relevant hereto, Plaintiff, the Class, and the Aggrieved Employees have worked more than eight hours in a workday and/or more than 40 hours in a workweek, as employees of Defendants.

55. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code sections 510 and 1198.

56. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff, the Class, and the Aggrieved Employees for their overtime hours worked, Plaintiff, the Class, and the Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

1 57. By failing to keep adequate time records required by Labor Code section 1174,
2 subdivision (d), Defendants have made it difficult to calculate the full extent of overtime
3 compensation due to Plaintiff, the Class, and the Aggrieved Employees.

4 58. Plaintiff, the Class, and the Aggrieved Employees also request recovery of overtime
5 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor
6 Code section 1194, subdivision (a), as well as the assessment of any statutory penalties against
7 Defendants, in a sum as provided by the California Labor Code and/or other statutes.

8 59. California Labor Code section 204 requires employers to provide employees with
9 all wages due and payable twice a month. The Wage Orders also provide that every employer shall
10 pay to each employee, on the established payday for the period involved, overtime wages for all
11 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff, the Class, and
12 the Aggrieved Employees with all compensation due, in violation of Labor Code section 204.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Provide Meal Periods**

15 60. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
16 1 through 59 in this Complaint.

17 61. Under California law, Defendants have an affirmative obligation to relieve the
18 Plaintiff, the Class, and the Aggrieved Employees of all duty to allow first daily meal periods no
19 later than the start of Plaintiff's and each of the Class Member's sixth hour of work in a workday,
20 and to take second meal periods no later than the start of the eleventh hour of work in the workday.
21 California Labor Code section 512, and Section 11 of the applicable Wage Orders require that an
22 employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It
23 is a violation of California Labor Code section 226.7 for an employer to require any employee to
24 work during any meal period mandated under any Wage Order.

25 62. Despite these legal requirements, Defendants regularly failed to provide Plaintiff,
26 the Class, and the Aggrieved Employees with both meal periods as required by California law. By
27 their failure to permit and authorize Plaintiff, the Class, and the Aggrieved Employees to take all
28 meal periods as alleged above (or because Defendants made it impossible or impracticable to take

1 these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor
2 Code section 226.7 and the applicable Wage Orders.

3 63. Under California law, Plaintiff, the Class, and the Aggrieved Employees are entitled
4 to be paid one hour of additional wages for each workday he or she was not provided with all
5 required meal periods, plus interest.

6 **FOURTH CAUSE OF ACTION**

7 **Failure to Authorize and Permit Rest Periods**

8 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
9 1 through 63 in this Complaint.

10 65. Defendants are required by California law to authorize and permit breaks of ten
11 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
12 two hours). According to the applicable Wage Orders that require that the employer permit and
13 authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked.
14 Thus, for example, if an employee's work time is six hours and ten minutes, the employee is
15 entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation
16 of California's rest break laws. It is a violation of California Labor Code section 226.7 for an
17 employer to require any employee to work during any rest period mandated under any Wage Order.

18 66. Despite these legal requirements, Defendants failed to authorize Plaintiff, the Class,
19 and the Aggrieved Employees to take rest breaks, regardless of whether employees worked more
20 than four hours in a workday. By their failure to permit and authorize Plaintiff, the Class, and the
21 Aggrieved Employees to take rest periods as alleged above (or because Defendants made it
22 impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated
23 the provisions of California Labor Code section 226.7 and the applicable Wage Orders.

24 67. Under California law, Plaintiff, the Class, and the Aggrieved Employees are entitled
25 to be paid one hour at the premium wages rate for each workday he or she was not provided with
26 all required rest breaks, plus interest.

FIFTH CAUSE OF ACTION

Failure to Pay Wages of Discharged Employees – Waiting Time Penalties

68. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 67 in this Complaint.

69. California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

70. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving Defendants' employ.

71. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

72. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

73. The Class is also entitled to recover from Defendants their accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code section 203.

74. Pursuant to California Labor Code sections 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

Failure to Provide and Maintain Accurate and Compliant Wage Records

75. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 74 in this Complaint.

76. At all material times set forth herein, California Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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 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.

77. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the Class, and the Aggrieved Employees, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

78. As a result of Defendants' violation of California Labor Code section 226, subdivision (a), Plaintiff, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

79. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violation of California Labor Code section 226, subdivision (a) because

1 they were denied both their legal right to receive, and their protected interest in receiving, accurate,
2 itemized wage statements under California Labor Code section 226, subdivision (a).

3 80. Calculation of the true wage entitlement for Plaintiff, the Class, and the Aggrieved
4 Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff, the Class,
5 and the Aggrieved Employees were also injured by having to bring this action to attempt to obtain
6 correct wage information following Defendants' refusal to comply with many of the mandates of
7 California's Labor Code and related laws and regulations.

8 81. Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from
9 Defendants the greater of their actual damages caused by Defendants' failure to comply with
10 California Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000
11 per employee.

12 82. Plaintiff, the Class, and the Aggrieved Employees are also entitled to injunctive
13 relief, as well as an award of attorneys' fees and costs to ensure compliance with this section,
14 pursuant to California Labor Code section 226, subdivision (h).

15 SEVENTH CAUSE OF ACTION

16 Failure to Indemnify Employees for Expenditures

17 83. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 82 in this Complaint.

19 84. As set forth above, Plaintiff, the Class, and the Aggrieved Employees were required
20 to incur substantial necessary expenditures and losses in direct consequence of the discharge of
21 their duties or of their obedience to directions of Defendants.

22 85. Defendants violated California Labor Code section 2802, by failing to pay and
23 indemnify Plaintiff, the Class, and the Aggrieved Employees for necessary expenditures and losses
24 incurred in direct consequence of the discharge of their duties or of their obedience to directions
25 of Defendants.

26 86. As a result, Plaintiff, the Class, and the Aggrieved Employees were damaged at least
27 in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.
28

1 87. Plaintiff, the Class, and the Aggrieved Employees are entitled to reasonable
2 attorney's fees, expenses, and costs of suit pursuant to California Labor Code section 2802,
3 subdivision (c) and interest pursuant to California Labor Code section 2802, subdivision (b).

4 **EIGHTH CAUSE OF ACTION**

5 **Violation of California Business & Professions Code §§ 17200, *et seq.***

6 88. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
7 1 through 87 in this Complaint.

8 89. Defendants, and each of them, are "persons" as defined under California Business
9 and Professions Code section 17201.

10 90. Defendants' conduct has been, and continues to be, unfair, unlawful, and harmful
11 to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important
12 rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

13 91. Defendants' activities are violations of California law and constitute unlawful
14 business acts and practices in violation of California Business and Professions Code sections
15 17200, *et seq.*

16 92. A violation of California Business and Professions Code sections 17200, *et seq.* may
17 be predicated on the violation of any state or federal law. All the acts described herein as violations
18 of, among other things, the California Labor Code, are unlawful and in violation of public policy,
19 unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or
20 fraudulent business practices in violation of California Business and Professions Code sections
21 17200, *et seq.*

22 **Failure to Pay Minimum and Straight Time Wages**

23 93. Defendants' failure to pay minimum and straight time wages, and other benefits in
24 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
25 California Business and Professions Code sections 17200, *et seq.*

Failure to Pay Overtime Wages

94. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code sections 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, *et seq.*

Failure to Provide Meal Periods

95. Defendants' failure to provide meal periods in accordance with California Labor Code sections 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code sections 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

96. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code section 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code section 17200, *et seq.*

Failure to Indemnify Business Expenses

97. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code section 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, *et seq.*

98. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

99. Plaintiff, the Class, and the Aggrieved Employees suffered monetary injury as a direct result of Defendants' wrongful conduct.

100. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff, the Class, and the Aggrieved Employees have been deprived, by means of the above-described unfair, unlawful and/or

1 fraudulent business practices. Plaintiff, the Class, and the Aggrieved Employees are not obligated
2 to establish individual knowledge of the wrongful practices of Defendants to recover restitution.

3 101. Plaintiff, individually, and on behalf of members of the putative class, is further
4 entitled to, and does, seek a declaration that the above-described business practices are unfair,
5 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
6 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
7 in the future.

8 102. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
9 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
10 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
11 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
12 individually, and on behalf of members of the putative Class, has suffered and will continue to
13 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
14 engage in said unfair, unlawful and/or fraudulent business practices.

15 103. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
16 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
17 withholdings.

18 104. Pursuant to California Business and Professions Code section 17200, *et seq.*,
19 Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained
20 by Defendants during a period that commences four years prior to the filing of this complaint; a
21 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
22 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5 and other applicable laws; and an award of costs.

24 **NINTH CAUSE OF ACTION**

25 **Civil Penalties Under the Private Attorneys General Act of 2004**

26 **(Cal. Lab. Code, §§ 2698, *et seq.*)**

27 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
28 1 through 104 in this Complaint.

1 106. At all times herein mentioned, Defendants were subject to the California Labor
2 Code and the applicable IWC Wage Orders.

3 107. California Labor Code section 2699, subdivision (a) specifically provides for a
4 private right of action to recover penalties for violations of the California Labor Code:
5 “Notwithstanding any other provision of law, any provision of this code that provides for a civil
6 penalty to be assessed and collected by the Labor and Workforce Development Agency or any of
7 its departments, divisions, commissions, boards, agencies, or employees, for a violation of this
8 code, may as an alternative, be recovered through a civil action brought by an aggrieved employee
9 on behalf of the employee and other current or former employees against whom a violation of the
10 same provision was committed pursuant to the procedures specified in Section 2699.3.”

11 108. Plaintiff has exhausted the administrative prerequisites to pursue civil penalties
12 under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2699,
13 et seq. On or about October 6, 2025, Plaintiff gave written notice by online filing to the California
14 Labor and Workforce Development Agency (“LWDA”), and by certified mail to Defendants,
15 identifying the specific provisions of the California Labor Code alleged to have been violated
16 against Plaintiff and other aggrieved employees, together with the facts and theories supporting
17 those alleged violations. Plaintiff’s October 6, 2025 PAGA notices alleged, among other things,
18 violations relating to unpaid minimum, straight-time, and overtime wages, meal period violations,
19 rest period violations, untimely payment of wages, wage statement violations, recordkeeping
20 violations, and unreimbursed business expenses.

21 109. More than 65 days elapsed after Plaintiff provided the October 6, 2025 notice, and
22 the LWDA did not provide notice that it intended to investigate the violations alleged in Plaintiff’s
23 PAGA notices. Plaintiff therefore satisfied the administrative exhaustion requirements of Labor
24 Code section 2699.3 and may commence and maintain this representative civil action to recover
25 civil penalties on behalf of the State of California and other aggrieved employees.

26 110. After Plaintiff’s October 6, 2025 PAGA notices were filed, Noor Staffing and
27 Searchpoint submitted notices dated November 6, 2025 purporting to cure certain alleged wage
28 statement issues, specifically an asserted violation of Labor Code section 226, subdivision (a)(2),

1 concerning identification of total hours worked, and an asserted violation of Labor Code section
2 246, subdivision (i), concerning accrued and available sick-leave balances. The LWDA thereafter
3 issued Cure Determinations dated December 10, 2025 in Case No. LWDA-CM-1130094-25 as to
4 Noor Staffing and Case No. LWDA-CM-1130101-25 as to Searchpoint.

5 111. In both Cure Determinations, the LWDA concluded that it was unable to verify
6 completion of any cure as to the alleged violation of Labor Code section 226, subdivision (a)(2),
7 because the employers' November 6, 2025 cure notice did not show that corrected wage statements
8 had been provided to employees for each pay period during which the alleged violation occurred,
9 and did not address curative action for pay periods preceding November 1, 2025. The LWDA
10 further determined that any alleged violation of Labor Code section 246, subdivision (i) was not
11 subject to the cure procedures of Labor Code section 2699.3, subdivision (c)(3).

12 112. Accordingly, Plaintiff has exhausted administrative remedies and may pursue all
13 non-cured and non-curable PAGA theories supported by the October 6, 2025 notices, including the
14 wage statement and recordkeeping theories to the extent alleged herein and supported by Plaintiff's
15 LWDA notices, as well as the other Labor Code violations described in this Complaint. True and
16 correct copies of Plaintiff's October 6, 2025 PAGA notices are attached hereto as **Exhibit A**, and
17 the December 10, 2025 LWDA Cure Determinations as to Noor Staffing and Searchpoint are
18 attached hereto as **Exhibit B**.

19 113. More than 65 days have elapsed since Plaintiff provided notice, but the Labor and
20 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor
21 Code violations discussed in the notices. Accordingly, Plaintiff may commence a civil action to
22 recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the
23 violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code
24 section 2699, subdivision (a), Plaintiff for himself and all current and former Aggrieved
25 Employees, seeks recovery of any and all applicable civil penalties for Defendants' violation of
26 California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

27 114. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
28 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,

1 including any entity, employing labor who willfully fails to maintain accurate and complete records
2 required by California Labor Code section 1174 is subject to a penalty under section 1174.5.
3 Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep
4 time records showing when the employee begins and ends each work period. Meal periods, and
5 total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order
6 section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period
7 and applicable rates of pay.

8 115. During the time period of employment for Plaintiff and the Aggrieved Employees,
9 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
10 failing to maintain accurate records showing meal periods, and accurate records showing when
11 employees begin and end each work period. Defendants' failure to provide and maintain records
12 required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved
13 Employees the ability to know, understand and question the accuracy and frequency of meal
14 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff
15 and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
16 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
17 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
18 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
19 seeking to compel Defendants to fully perform their obligation under state law, all to their
20 respective damage in amounts according to proof at trial. Because of Defendants' knowing failure
21 to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
22 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
23 understanding, and disputing the wage payments paid to them.

24 116. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
25 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
26 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
27 according to proof at trial. These penalties are in addition to all other remedies permitted by law.
28

117. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code section 2699, subdivision (g)(1) which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
11. For unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,

straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

42. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

48. For all civil penalties pursuant to California Labor Code sections 2699, *et seq.*, and all other applicable Labor Code provisions;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699; and

50. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action

51. For any additional relief that the Court deems just and proper.

1 Dated: March 23, 2026

Respectfully submitted,

2 **WILSHIRE LAW FIRM, PLC**

3
4 /s/ Jesenia A. Martinez

Thiago M. Coelho

5 Chumahan B. Bowen

6 Jesenia A. Martinez

7 *Attorneys for Plaintiff and all others similarly*
8 *situated*

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff demands a trial by jury as to all causes of action triable by jury.

11 Dated: March 23, 2026

Respectfully submitted,

12 **WILSHIRE LAW FIRM, PLC**

13
14 /s/ Jesenia A. Martinez

Thiago M. Coelho

15 Chumahan B. Bowen

16 Jesenia A. Martinez

17 *Attorneys for Plaintiff and all others similarly*
18 *situated*

EXHIBIT A

**WILSHIRE LAW FIRM,
PLC**

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October 6, 2025

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

BEYONDSITE, LLC
1942 BROADWAY, STE 314C
BOULDER, CO 80302
(Via Certified Mail, Return Receipt Requested)
9489-0090-0027-6638-7682-33

REGISTERED AGENTS INC.
Agent for Service of Process for: BEYONDSITE, LLC
1500 N. GRANT ST, STE R
DENVER, CO 80203
(Via Certified Mail, Return Receipt Requested)
9489-0090-0027-6638-7682-26

Re: ***Glenon v. Beyondsite, LLC***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Dj Glenon to pursue a representative action under the California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code¹ section 2699, et seq. against Dj Glenon's former employer, Beyondsite, LLC ("BSL" or "Defendant" or "Employer"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of Labor Code violations which Dj Glenon alleges BSL engaged in with respect to Dj Glenon and potentially all BSL's current and former employees.

Dj Glenon wishes to pursue this action on behalf of BSL's current and former employees, on behalf of the State of California, as well as on behalf of all other persons who worked for BSL in

¹ Unless otherwise stated, all references to "Labor Code" are meant to reference the California Labor Code.

California as non-exempt or hourly-paid employees at any time within the applicable statutory period (collectively referred to as, “Aggrieved Employees”).

Dj Glenon and Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Dj Glenon’s Employment with BSL

BSL is an event staffing company that provides experiential marketing, project management, on-site leadership, and on-site training for big production live events. BSL owns and operates an industry business, and establishment within the State of California. Therefore, and based on all the facts and circumstances incident to Defendant’s business in California, BSL is subject to the Labor Code, the Industrial Wage Commission’s (IWC) Wage Orders, and the California Business and Professions Code.

Dj Glenon is a resident of San Diego, California who worked for Defendant in San Diego, California, as an hourly-paid, non-exempt employee from approximately March 2025 to July 2 2025. Dj Glenon worked as a Brand Ambassador. Dj Glenon was assigned to large-scale events and conventions, and was expected to greet guests, serve food and beverages, and assist in setting up and breaking down event materials

During Dj Glenon’s employment with Defendants, Defendants paid Dj Glenon an hourly wage of \$22 and classified her as non-exempt from overtime. Dj Glenon was typically scheduled to work 5 to 6 days per week, with shifts running from approximately 7:00 a.m. to 5:00 p.m. or 8:00 a.m. to 6:00 p.m. Dj Glenon frequently worked in excess of 8 hours per day and over 40 hours per week but was not compensated at the overtime rate for this work.

In performing her duties, Dj Glenon was regularly required to perform work off the clock and without compensation, including but not limited to waiting in long lines, up to 40 minutes, to clock in before events and to return uniforms after clocking out. Due to chronic understaffing and continuous event demands, Dj Glenon was frequently deprived of legally compliant meal and rest breaks. When breaks were provided, they were often interrupted by supervisors needing assistance or cut short to accommodate guest service duties.

Defendants did not provide Dj Glenon and Aggrieved Employees with meal and rest break premiums as required by the Labor Code. Dj Glenon did not receive such premium pay, despite frequently being denied timely, uninterrupted, and duty-free breaks. Additionally, Dj Glenon incurred necessary business-related expenses in direct discharge of her duties, including costs such as daily parking expenses at event venues in downtown San Diego. Defendants did not reimburse Dj Glenon for any of these expenses. These are non-exhaustive examples of the facts and theories Dj Glenon asserts, which are described in further detail below.

Throughout Dj Glenon's employment, BSL did not (1) pay for all hours worked (including minimum, straight time, and overtime wages); (2) provide Dj Glenon with legally compliant meal periods; (3) authorize and permit Dj Glenon to take rest periods; (4) timely pay all final wages to Dj Glenon when Defendant terminated Dj Glenon's employment; (5) furnish accurate wage statements to Dj Glenon; and (6) indemnify Dj Glenon for business expenditures. As will be further discussed, Dj Glenon's experience working for BSL was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of the employer and including the time the employee is suffered or permitted to work, whether required to do so.

In addition, Labor Code section 510 provides that employees in California shall not be employed for more than 8 hours on any workday or 40 hours in a workweek unless they receive additional compensation plus their regular wages in amounts specified by law.

Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive the additional compensation as required by law. Further, Section 1198 declares unlawful the employment of an employee for hours longer than those fixed by the IWC.

Throughout the statutory period, Defendants did not pay Dj Glenon and Aggrieved Employees for all hours worked, including straight time and overtime wages. Dj Glenon was routinely required to perform work off-the-clock without compensation, including waiting in line up to 40 minutes before clocking in due to security checks and uniform inspections, and again after clocking out to return uniforms. In addition, Dj Glenon was required to remain on premises and respond to supervisors during what were nominally meal or rest breaks, without compensation. As one example, Dj Glenon was directed to assist with guest services and restocking during her meal period. As another example, Dj Glenon was not permitted to leave the premises during lunch and was required to remain available for event-related duties. Some of this unpaid work exceeded eight hours in a workday or forty hours in a workweek and should have been compensated at the overtime rate. California Labor Code section 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over 8 hours per day, 40 hours per week, or when employees work up to 8 hours on any seventh day of a workweek. Defendants failed to properly calculate and pay overtime wages, and failed to maintain accurate records of Dj Glenon's actual hours worked, including pre-shift and post-shift wait times and missed or interrupted meal and rest breaks.

As a result, BSL is liable to Dj Glenon and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Breaks

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal break no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. Despite these legal requirements, Defendants at times wrongfully failed to provide Dj Glenon and Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal break in a manner required by law (and also including but not limited to failing at times to provide Dj Glenon and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal breaks). For example, Dj Glenon was frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few meal breaks Dj Glenon could take were often cut short or interrupted. Defendants required Dj Glenon and others to remain onsite and assist with ongoing guest services or restocking event materials in lieu of taking a meal period, including but not limited to assisting supervisors with mid-event transitions and responding to guest needs at high-volume functions.

BSL also continued to assert control over Dj Glenon and Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal breaks, or by denying Dj Glenon and Aggrieved Employees, or some of them, permission to take a meal break under the conditions required by law, and without properly compensating Dj Glenon and Aggrieved Employees, or some of them, for meal breaks that were not provided as required by law. BSL also did not inform Dj Glenon of Dj Glenon's right to, nor permitted Dj Glenon to take, all of Dj Glenon's second meal breaks when Dj Glenon worked at least 10 hours of work in a workday and otherwise unlawfully pressured Dj Glenon to waive such breaks. Accordingly, BSL at times failed to provide meal breaks to Dj Glenon and Aggrieved Employees, or some of them, in compliance with California law.

Dj Glenon and the Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. BSL, however, at times failed to pay Dj Glenon and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal breaks that were not provided. Dj Glenon does not recall ever receiving any meal and rest break premiums.

Thus, BSL is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal breaks and pay meal period premium wages.

Failure to Authorize and Permit Rest Breaks

Per California law, employers are required to authorize and permit breaks of 10 uninterrupted minutes for each 4 hours of work or major fraction of 4 hours (*i.e.*, more than 2 hours). Thus, for example, if an employee's work time is 6 hours and 10 minutes, the employee is entitled to 2 rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, BSL at times has/have wrongfully failed to authorize and permit Dj Glenon and Aggrieved Employees, or some of them, to take legally compliant rest breaks in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Dj Glenon and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest breaks). BSL at times required Dj Glenon and Aggrieved Employees, or some of them, to work in excess of 4 consecutive hours a day without BSL's authorizing and permitting Dj Glenon to take a 10-minute, uninterrupted, duty-free rest period for every 4 hours of work (or major fraction of 4 hours), or without compensating Dj Glenon and Aggrieved Employees, or some of them, for rest breaks that were not authorized or permitted.

Instead, Defendant at times continued to assert control over Dj Glenon and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest breaks, or at times by denying Dj Glenon and Aggrieved Employees, or some of them, permission to take a rest break. For example, at times, it was impossible for Dj Glenon and others to take rest breaks due to being understaffed at high-volume events. Defendants required Dj Glenon and others to remain on-site and assist with food service, guest check-in, or other front-facing tasks during rest breaks, including but not limited to responding to supervisor instructions or assisting with event transitions — all of which interrupted or prevented timely and compliant rest periods.

Accordingly, BSL at times failed to authorize and permit Dj Glenon and Aggrieved Employees, or some of them, to take rest breaks in compliance with California law. Dj Glenon and Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not authorized and permitted to take all required rest breaks. BSL, however, at times failed to pay Dj Glenon and Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest breaks that they were not authorized and permitted to take.

As a result, BSL is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on BSL's failure at times to pay Dj Glenon and Aggrieved Employees, or some of them, for all wages as discussed above, BSL also violated Labor Code section 204.

Section 204 requires employers to pay employees all earned wages twice per month. Throughout the applicable statute of limitations period, employees were entitled to be paid twice a month at their regular rates, including all meal and rest break premium wages owed and wages owed for overtime hours worked. However, at times, BSL failed and refused to pay Dj Glenon all wages due, and failed to pay those wages twice a month, in that Dj Glenon was not paid all wages for all meal periods not provided by BSL, all wages for all rest periods not authorized and permitted by BSL, and all wages for all hours worked. As a result, BSL owes Dj Glenon the legally required wages for unpaid wages, and Dj Glenon and Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, BSL is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Breaks

Dj Glenon seeks penalties under Labor Code section 1174, subdivision (d). Per Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by section 1174 is subject to a penalty under section 1174.5. Under the applicable IWC Order section 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal breaks and total hours worked daily shall also be recorded.

BSL, however, at times failed to maintain accurate records of hours worked and all meal breaks taken or missed by Dj Glenon and Aggrieved Employees, or some of them.

BSL's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Orders deprived Dj Glenon and Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal breaks, and the accuracy of their hours worked stated in BSL's records. Therefore, Dj Glenon and Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to BSL. As a direct result, Dj Glenon and Aggrieved

Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel BSL to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of BSL's knowing failure, at times, to comply with the Labor Code and applicable IWC Wage Orders, Dj Glenon and Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code section 213, subdivision (d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Dj Glenon and many other Aggrieved Employees ended, *i.e.*, was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, BSL at times failed, and continue at times to fail, to pay Dj Glenon and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving BSL's employment. These include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal break premium wages, and missed rest break premium wages. BSL also violated, and continue to violate, Labor Code section 213, subdivision (d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization. Dj Glenon recalls that Dj Glenon did not receive final wages at the time of discharge, nor within 72 hours of leaving BSL's employment.

BSL's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Dj Glenon and Aggrieved Employees, or some of them, are entitled to recover from BSL their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code section 203.

Moreover, BSL is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized wage statement in writing showing 9 pieces of information, including: (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 the last four digits of their 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. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, BSL at times failed, and continues at times to fail, to timely furnish Dj Glenon and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal breaks that were not provided in accordance with California law, and correct wages for rest breaks that were not authorized and permitted to take in accordance with California law).

Because BSL at times violated Labor Code section 226, Dj Glenon and Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Dj Glenon and similarly Aggrieved Employees, or some of them, are entitled to recover from BSL the greater of their actual damages caused by Defendant's failure to comply with Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee. Moreover, BSL is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 226.3 for failing to timely furnish accurate itemized wage statements.

Recordkeeping Requirement Violations

Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by employees. For all applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal breaks were provided each day.

Based on information and belief, BSLs at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Dj Glenon and other Aggrieved Employees began and ended each work period, time records of meal breaks, and accurate itemized wage statements.

Based on information and belief, BSL at times failed and continues at times to fail to keep accurate and complete records showing total hours worked by Dj Glenon and Aggrieved Employees, or some of them, by virtue of Defendant's time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. BSL failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of BSL's failure to relieve Dj Glenon and Aggrieved Employees, or some of them, of all duties and BSL's control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, BSL further failed at times, and continue at times to fail, to record the true start and end times of Dj Glenon's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, BSL further failed at times and continue at times to fail, to record the true start and end times of Dj Glenon's and Aggrieved Employees' work shifts, or some of them.

Additionally, BSL at times failed, and continues at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Dj Glenon and Aggrieved Employees, or some of them. BSL's failure to keep "accurate and complete" payroll

records for Dj Glenon and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject BSL to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.²

Failure to Indemnify Necessary Expenditures

Labor Code section 2802, subdivision (a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of their duties. Throughout the applicable statute of limitations period, BSL at times wrongfully required Dj Glenon and Aggrieved Employees, or some of them, to pay expenses they incurred in direct discharge of their duties for BSL including but not limited to daily parking expenses at event venues in downtown San Diego. Dj Glenon and Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Dj Glenon and Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for BSL but BSL failed to indemnify Dj Glenon and Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, BSL is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2802 and 2699, subdivision (f)(2) for failing to indemnify Dj Glenon and Aggrieved Employees, or some of them, for necessary business expenditures.

Action for PAGA Civil Penalties

In light of the above, Dj Glenon alleges that BSL violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to provide meal breaks;
3. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest breaks;
4. Labor Code section 204 by failing at times to pay all earned wages twice per month;

² See Labor Code § 2699, subdivision (f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

5. Labor Code section 1174.5 and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed;
6. Labor Code sections 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code section 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code section 1174 by failing at times to keep accurate and complete payroll records; and
9. Labor Code section 2802 by failing at times to indemnify for necessary expenditures;

Therefore, on behalf of potentially Aggrieved Employees, Dj Glenon seeks applicable penalties related to the violations alleged above per PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699.

Dj Glenon has placed BSL on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



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October 6, 2025

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

NOOR STAFFING GROUP, LLC
28 W 44th STREET, FLOOR 16
NEW YORK, NY 10036
(Via Certified Mail, Return Receipt Requested)
9489-0090-0027-6638-7682-64

INCORP SERVICES, INC.
Agent for Service of Process for: NOOR STAFFING GROUP, LLC
5716 CORSA AVE, SUITE 110
WESTLAKE VILLAGE, CA 91362
(Via Certified Mail, Return Receipt Requested)
#9489-0090-0027-6638-7682-40

Re: ***Glenon v. Noor Staffing Group, LLC***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Dj Glenon to pursue a representative action under the California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code¹ section 2699, et seq. against Dj Glenon's former employer, Noor Staffing Group, LLC ("NSG" or "Defendant" or "Employer"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of Labor Code violations which Dj Glenon alleges NSG engaged in with respect to Dj Glenon and potentially all NSG's current and former employees.

Dj Glenon wishes to pursue this action on behalf of NSG's current and former employees, on behalf of the State of California, as well as on behalf of all other persons who worked for NSG in

¹ Unless otherwise stated, all references to "Labor Code" are meant to reference the California Labor Code.

California as non-exempt or hourly-paid employees at any time within the applicable statutory period (collectively referred to as, “Aggrieved Employees”).

Dj Glenon and Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Dj Glenon’s Employment with NSG

NSG provides recruitment services for a wide range of administrative, professional, and office support positions including providing full-service staffing and project management for large-scale events. NSG owns and operates an industry business, and establishment within the State of California. Therefore, and based on all the facts and circumstances incident to Defendant’s business in California, NSG is subject to the Labor Code, the Industrial Wage Commission’s (IWC) Wage Orders, and the California Business and Professions Code.

Dj Glenon is a resident of San Diego, California who worked for Defendant in San Diego, California, as an hourly-paid, non-exempt employee from approximately March 2025 to July 2 2025. Dj Glenon worked as a Brand Ambassador. Dj Glenon was assigned to large-scale events and conventions, and was expected to greet guests, serve food and beverages, and assist in setting up and breaking down event materials

During Dj Glenon’s employment with Defendants, Defendants paid Dj Glenon an hourly wage of \$22 and classified her as non-exempt from overtime. Dj Glenon was typically scheduled to work 5 to 6 days per week, with shifts running from approximately 7:00 a.m. to 5:00 p.m. or 8:00 a.m. to 6:00 p.m. Dj Glenon frequently worked in excess of 8 hours per day and over 40 hours per week but was not compensated at the overtime rate for this work.

In performing her duties, Dj Glenon was regularly required to perform work off the clock and without compensation, including but not limited to waiting in long lines, up to 40 minutes, to clock in before events and to return uniforms after clocking out. Due to chronic understaffing and continuous event demands, Dj Glenon was frequently deprived of legally compliant meal and rest breaks. When breaks were provided, they were often interrupted by supervisors needing assistance or cut short to accommodate guest service duties.

Defendants did not provide Dj Glenon and Aggrieved Employees with meal and rest break premiums as required by the Labor Code. Dj Glenon did not receive such premium pay, despite frequently being denied timely, uninterrupted, and duty-free breaks. Additionally, Dj Glenon incurred necessary business-related expenses in direct discharge of her duties, including costs such as daily parking expenses at event venues in downtown San Diego. Defendants did not reimburse Dj Glenon for any of these expenses. These are non-exhaustive examples of the facts and theories Dj Glenon asserts, which are described in further detail below.

Throughout Dj Glenon's employment, NSG did not (1) pay for all hours worked (including minimum, straight time, and overtime wages); (2) provide Dj Glenon with legally compliant meal periods; (3) authorize and permit Dj Glenon to take rest periods; (4) timely pay all final wages to Dj Glenon when Defendant terminated Dj Glenon's employment; (5) furnish accurate wage statements to Dj Glenon; and (6) indemnify Dj Glenon for business expenditures. As will be further discussed, Dj Glenon's experience working for NSG was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of the employer and including the time the employee is suffered or permitted to work, whether required to do so.

In addition, Labor Code section 510 provides that employees in California shall not be employed for more than 8 hours on any workday or 40 hours in a workweek unless they receive additional compensation plus their regular wages in amounts specified by law.

Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive the additional compensation as required by law. Further, Section 1198 declares unlawful the employment of an employee for hours longer than those fixed by the IWC.

Throughout the statutory period, Defendants did not pay Dj Glenon and Aggrieved Employees for all hours worked, including straight time and overtime wages. Dj Glenon was routinely required to perform work off-the-clock without compensation, including waiting in line up to 40 minutes before clocking in due to security checks and uniform inspections, and again after clocking out to return uniforms. In addition, Dj Glenon was required to remain on premises and respond to supervisors during what were nominally meal or rest breaks, without compensation. As one example, Dj Glenon was directed to assist with guest services and restocking during her meal period. As another example, Dj Glenon was not permitted to leave the premises during lunch and was required to remain available for event-related duties. Some of this unpaid work exceeded eight hours in a workday or forty hours in a workweek and should have been compensated at the overtime rate. California Labor Code section 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over 8 hours per day, 40 hours per week, or when employees work up to 8 hours on any seventh day of a workweek. Defendants failed to properly calculate and pay overtime wages, and failed to maintain accurate records of Dj Glenon's actual hours worked, including pre-shift and post-shift wait times and missed or interrupted meal and rest breaks.

As a result, NSG is liable to Dj Glenon and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Breaks

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal break no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. Despite these legal requirements, Defendants at times wrongfully failed to provide Dj Glenon and Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal break in a manner required by law (and also including but not limited to failing at times to provide Dj Glenon and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal breaks). For example, Dj Glenon was frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few meal breaks Dj Glenon could take were often cut short or interrupted. Defendants required Dj Glenon and others to remain onsite and assist with ongoing guest services or restocking event materials in lieu of taking a meal period, including but not limited to assisting supervisors with mid-event transitions and responding to guest needs at high-volume functions.

NSG also continued to assert control over Dj Glenon and Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal breaks, or by denying Dj Glenon and Aggrieved Employees, or some of them, permission to take a meal break under the conditions required by law, and without properly compensating Dj Glenon and Aggrieved Employees, or some of them, for meal breaks that were not provided as required by law. NSG also did not inform Dj Glenon of Dj Glenon's right to, nor permitted Dj Glenon to take, all of Dj Glenon's second meal breaks when Dj Glenon worked at least 10 hours of work in a workday and otherwise unlawfully pressured Dj Glenon to waive such breaks. Accordingly, NSG at times failed to provide meal breaks to Dj Glenon and Aggrieved Employees, or some of them, in compliance with California law.

Dj Glenon and the Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. NSG, however, at times failed to pay Dj Glenon and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal breaks that were not provided. Dj Glenon does not recall ever receiving any meal and rest break premiums.

Thus, NSG is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal breaks and pay meal period premium wages.

Failure to Authorize and Permit Rest Breaks

Per California law, employers are required to authorize and permit breaks of 10 uninterrupted minutes for each 4 hours of work or major fraction of 4 hours (*i.e.*, more than 2 hours). Thus, for example, if an employee's work time is 6 hours and 10 minutes, the employee is entitled to 2 rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, NSG at times has/have wrongfully failed to authorize and permit Dj Glenon and Aggrieved Employees, or some of them, to take legally compliant rest breaks in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Dj Glenon and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest breaks). NSG at times required Dj Glenon and Aggrieved Employees, or some of them, to work in excess of 4 consecutive hours a day without NSG's authorizing and permitting Dj Glenon to take a 10-minute, uninterrupted, duty-free rest period for every 4 hours of work (or major fraction of 4 hours), or without compensating Dj Glenon and Aggrieved Employees, or some of them, for rest breaks that were not authorized or permitted.

Instead, Defendant at times continued to assert control over Dj Glenon and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest breaks, or at times by denying Dj Glenon and Aggrieved Employees, or some of them, permission to take a rest break. For example, at times, it was impossible for Dj Glenon and others to take rest breaks due to being understaffed at high-volume events. Defendants required Dj Glenon and others to remain on-site and assist with food service, guest check-in, or other front-facing tasks during rest breaks, including but not limited to responding to supervisor instructions or assisting with event transitions — all of which interrupted or prevented timely and compliant rest periods.

Accordingly, NSG at times failed to authorize and permit Dj Glenon and Aggrieved Employees, or some of them, to take rest breaks in compliance with California law. Dj Glenon and Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not authorized and permitted to take all required rest breaks. NSG, however, at times failed to pay Dj Glenon and Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest breaks that they were not authorized and permitted to take.

As a result, NSG is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on NSG's failure at times to pay Dj Glenon and Aggrieved Employees, or some of them, for all wages as discussed above, NSG also violated Labor Code section 204.

Section 204 requires employers to pay employees all earned wages twice per month. Throughout the applicable statute of limitations period, employees were entitled to be paid twice a month at their regular rates, including all meal and rest break premium wages owed and wages owed for overtime hours worked. However, at times, NSG failed and refused to pay Dj Glenon all wages due, and failed to pay those wages twice a month, in that Dj Glenon was not paid all wages for all meal periods not provided by NSG, all wages for all rest periods not authorized and permitted by NSG, and all wages for all hours worked. As a result, NSG owes Dj Glenon the legally required wages for unpaid wages, and Dj Glenon and Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, NSG is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Breaks

Dj Glenon seeks penalties under Labor Code section 1174, subdivision (d). Per Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by section 1174 is subject to a penalty under section 1174.5. Under the applicable IWC Order section 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal breaks and total hours worked daily shall also be recorded.

NSG, however, at times failed to maintain accurate records of hours worked and all meal breaks taken or missed by Dj Glenon and Aggrieved Employees, or some of them.

NSG's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Orders deprived Dj Glenon and Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal breaks, and the accuracy of their hours worked stated in NSG's records. Therefore, Dj Glenon and Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to NSG. As a direct result, Dj Glenon and Aggrieved

Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel NSG to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of NSG's knowing failure, at times, to comply with the Labor Code and applicable IWC Wage Orders, Dj Glenon and Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code section 213, subdivision (d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Dj Glenon and many other Aggrieved Employees ended, *i.e.*, was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, NSG at times failed, and continue at times to fail, to pay Dj Glenon and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving NSG's employment. These include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal break premium wages, and missed rest break premium wages. NSG also violated, and continue to violate, Labor Code section 213, subdivision (d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization. Dj Glenon recalls that Dj Glenon did not receive final wages at the time of discharge, nor within 72 hours of leaving NSG's employment.

NSG's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Dj Glenon and Aggrieved Employees, or some of them, are entitled to recover from NSG their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code section 203.

Moreover, NSG is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized wage statement in writing showing 9 pieces of information, including: (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 the last four digits of their 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. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, NSG at times failed, and continues at times to fail, to timely furnish Dj Glenon and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal breaks that were not provided in accordance with California law, and correct wages for rest breaks that were not authorized and permitted to take in accordance with California law).

Because NSG at times violated Labor Code section 226, Dj Glenon and Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Dj Glenon and similarly Aggrieved Employees, or some of them, are entitled to recover from NSG the greater of their actual damages caused by Defendant's failure to comply with Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee. Moreover, NSG is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 226.3 for failing to timely furnish accurate itemized wage statements.

Recordkeeping Requirement Violations

Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by employees. For all applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal breaks were provided each day.

Based on information and belief, NSG at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Dj Glenon and other Aggrieved Employees began and ended each work period, time records of meal breaks, and accurate itemized wage statements.

Based on information and belief, NSG at times failed and continues at times to fail to keep accurate and complete records showing total hours worked by Dj Glenon and Aggrieved Employees, or some of them, by virtue of Defendant's time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. NSG failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of NSG's failure to relieve Dj Glenon and Aggrieved Employees, or some of them, of all duties and NSG's control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, NSG further failed at times, and continue at times to fail, to record the true start and end times of Dj Glenon's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, NSG further failed at times and continue at times to fail, to record the true start and end times of Dj Glenon's and Aggrieved Employees' work shifts, or some of them.

Additionally, NSG at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Dj Glenon and Aggrieved Employees, or some of them. NSG's failure to keep "accurate and complete" payroll records for Dj Glenon and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject NSG to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.²

Failure to Indemnify Necessary Expenditures

Labor Code section 2802, subdivision (a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of their duties. Throughout the applicable statute of limitations period, NSG at times wrongfully required Dj Glenon and Aggrieved Employees, or some of them, to pay expenses they incurred in direct discharge of their duties for NSG including but not limited to daily parking expenses at event venues in downtown San Diego. Dj Glenon and Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Dj Glenon and Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for NSG but NSG failed to indemnify Dj Glenon and Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, NSG is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2802 and 2699, subdivision (f)(2) for failing to indemnify Dj Glenon and Aggrieved Employees, or some of them, for necessary business expenditures.

Action for PAGA Civil Penalties

In light of the above, Dj Glenon alleges that NSG violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to provide meal breaks;

² See Labor Code § 2699, subdivision (f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

3. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest breaks;
4. Labor Code section 204 by failing at times to pay all earned wages twice per month;
5. Labor Code section 1174.5 and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed;
6. Labor Code sections 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code section 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code section 1174 by failing at times to keep accurate and complete payroll records; and
9. Labor Code section 2802 by failing at times to indemnify for necessary expenditures;

Therefore, on behalf of potentially Aggrieved Employees, Dj Glenon seeks applicable penalties related to the violations alleged above per PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699.

Dj Glenon has placed NSG on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



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October 6, 2025

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

SEARCHPOINT NY INC
28 W 44th STREET, FLOOR 16
NEW YORK, NY 10036
(Via Certified Mail, Return Receipt Requested)
9489-0090-0027-6638-7682-57

INCORP SERVICES, INC.
Agent for Service of Process for: SEARCHPOINT NY INC
5716 CORSA AVE, SUITE 110
WESTLAKE VILLAGE, CA 91362
(Via Certified Mail, Return Receipt Requested)
#9489-0090-0027-6638-7681-72

Re: ***Glenon v. Searchpoint NY Inc***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Dj Glenon to pursue a representative action under the California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code¹ section 2699, et seq. against Dj Glenon's former employer, Searchpoint NY Inc ("SPNY" or "Defendant" or "Employer"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of Labor Code violations which Dj Glenon alleges SPNY engaged in with respect to Dj Glenon and potentially all SPNY's current and former employees.

Dj Glenon wishes to pursue this action on behalf of SPNY's current and former employees, on behalf of the State of California, as well as on behalf of all other persons who worked for SPNY

¹ Unless otherwise stated, all references to "Labor Code" are meant to reference the California Labor Code.

in California as non-exempt or hourly-paid employees at any time within the applicable statutory period (collectively referred to as, “Aggrieved Employees”).

Dj Glenon and Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Dj Glenon’s Employment with SPNY

SPNY provides recruitment services for a wide range of administrative, professional, and office support positions including providing full-service staffing and project management for large-scale events. SPNY owns and operates an industry business, and establishment within the State of California. Therefore, and based on all the facts and circumstances incident to Defendant’s business in California, SPNY is subject to the Labor Code, the Industrial Wage Commission’s (IWC) Wage Orders, and the California Business and Professions Code.

Dj Glenon is a resident of San Diego, California who worked for Defendant in San Diego, California, as an hourly-paid, non-exempt employee from approximately March 2025 to July 2 2025. Dj Glenon worked as a Brand Ambassador. Dj Glenon was assigned to large-scale events and conventions, and was expected to greet guests, serve food and beverages, and assist in setting up and breaking down event materials

During Dj Glenon’s employment with Defendants, Defendants paid Dj Glenon an hourly wage of \$22 and classified her as non-exempt from overtime. Dj Glenon was typically scheduled to work 5 to 6 days per week, with shifts running from approximately 7:00 a.m. to 5:00 p.m. or 8:00 a.m. to 6:00 p.m. Dj Glenon frequently worked in excess of 8 hours per day and over 40 hours per week but was not compensated at the overtime rate for this work.

In performing her duties, Dj Glenon was regularly required to perform work off the clock and without compensation, including but not limited to waiting in long lines, up to 40 minutes, to clock in before events and to return uniforms after clocking out. Due to chronic understaffing and continuous event demands, Dj Glenon was frequently deprived of legally compliant meal and rest breaks. When breaks were provided, they were often interrupted by supervisors needing assistance or cut short to accommodate guest service duties.

Defendants did not provide Dj Glenon and Aggrieved Employees with meal and rest break premiums as required by the Labor Code. Dj Glenon did not receive such premium pay, despite frequently being denied timely, uninterrupted, and duty-free breaks. Additionally, Dj Glenon incurred necessary business-related expenses in direct discharge of her duties, including costs such as daily parking expenses at event venues in downtown San Diego. Defendants did not reimburse Dj Glenon for any of these expenses. These are non-exhaustive examples of the facts and theories Dj Glenon asserts, which are described in further detail below.

Throughout Dj Glenon's employment, SPNY did not (1) pay for all hours worked (including minimum, straight time, and overtime wages); (2) provide Dj Glenon with legally compliant meal periods; (3) authorize and permit Dj Glenon to take rest periods; (4) timely pay all final wages to Dj Glenon when Defendant terminated Dj Glenon's employment; (5) furnish accurate wage statements to Dj Glenon; and (6) indemnify Dj Glenon for business expenditures. As will be further discussed, Dj Glenon's experience working for SPNY was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of the employer and including the time the employee is suffered or permitted to work, whether required to do so.

In addition, Labor Code section 510 provides that employees in California shall not be employed for more than 8 hours on any workday or 40 hours in a workweek unless they receive additional compensation plus their regular wages in amounts specified by law.

Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive the additional compensation as required by law. Further, Section 1198 declares unlawful the employment of an employee for hours longer than those fixed by the IWC.

Throughout the statutory period, Defendants did not pay Dj Glenon and Aggrieved Employees for all hours worked, including straight time and overtime wages. Dj Glenon was routinely required to perform work off-the-clock without compensation, including waiting in line up to 40 minutes before clocking in due to security checks and uniform inspections, and again after clocking out to return uniforms. In addition, Dj Glenon was required to remain on premises and respond to supervisors during what were nominally meal or rest breaks, without compensation. As one example, Dj Glenon was directed to assist with guest services and restocking during her meal period. As another example, Dj Glenon was not permitted to leave the premises during lunch and was required to remain available for event-related duties. Some of this unpaid work exceeded eight hours in a workday or forty hours in a workweek and should have been compensated at the overtime rate. California Labor Code section 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over 8 hours per day, 40 hours per week, or when employees work up to 8 hours on any seventh day of a workweek. Defendants failed to properly calculate and pay overtime wages, and failed to maintain accurate records of Dj Glenon's actual hours worked, including pre-shift and post-shift wait times and missed or interrupted meal and rest breaks.

As a result, SPNY is liable to Dj Glenon and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Breaks

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal break no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. Despite these legal requirements, Defendants at times wrongfully failed to provide Dj Glenon and Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal break in a manner required by law (and also including but not limited to failing at times to provide Dj Glenon and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal breaks). For example, Dj Glenon was frequently deprived of an opportunity to take legally compliant meal breaks, including because the very few meal breaks Dj Glenon could take were often cut short or interrupted. Defendants required Dj Glenon and others to remain onsite and assist with ongoing guest services or restocking event materials in lieu of taking a meal period, including but not limited to assisting supervisors with mid-event transitions and responding to guest needs at high-volume functions.

SPNY also continued to assert control over Dj Glenon and Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal breaks, or by denying Dj Glenon and Aggrieved Employees, or some of them, permission to take a meal break under the conditions required by law, and without properly compensating Dj Glenon and Aggrieved Employees, or some of them, for meal breaks that were not provided as required by law. SPNY also did not inform Dj Glenon of Dj Glenon's right to, nor permitted Dj Glenon to take, all of Dj Glenon's second meal breaks when Dj Glenon worked at least 10 hours of work in a workday and otherwise unlawfully pressured Dj Glenon to waive such breaks. Accordingly, SPNY at times failed to provide meal breaks to Dj Glenon and Aggrieved Employees, or some of them, in compliance with California law.

Dj Glenon and the Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. SPNY, however, at times failed to pay Dj Glenon and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal breaks that were not provided. Dj Glenon does not recall ever receiving any meal and rest break premiums.

Thus, SPNY is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal breaks and pay meal period premium wages.

Failure to Authorize and Permit Rest Breaks

Per California law, employers are required to authorize and permit breaks of 10 uninterrupted minutes for each 4 hours of work or major fraction of 4 hours (*i.e.*, more than 2 hours). Thus, for example, if an employee's work time is 6 hours and 10 minutes, the employee is entitled to 2 rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, SPNY at times has/have wrongfully failed to authorize and permit Dj Glenon and Aggrieved Employees, or some of them, to take legally compliant rest breaks in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Dj Glenon and Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest breaks). SPNY at times required Dj Glenon and Aggrieved Employees, or some of them, to work in excess of 4 consecutive hours a day without SPNY's authorizing and permitting Dj Glenon to take a 10-minute, uninterrupted, duty-free rest period for every 4 hours of work (or major fraction of 4 hours), or without compensating Dj Glenon and Aggrieved Employees, or some of them, for rest breaks that were not authorized or permitted.

Instead, Defendant at times continued to assert control over Dj Glenon and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest breaks, or at times by denying Dj Glenon and Aggrieved Employees, or some of them, permission to take a rest break. For example, at times, it was impossible for Dj Glenon and others to take rest breaks due to being understaffed at high-volume events. Defendants required Dj Glenon and others to remain on-site and assist with food service, guest check-in, or other front-facing tasks during rest breaks, including but not limited to responding to supervisor instructions or assisting with event transitions — all of which interrupted or prevented timely and compliant rest periods.

Accordingly, SPNY at times failed to authorize and permit Dj Glenon and Aggrieved Employees, or some of them, to take rest breaks in compliance with California law. Dj Glenon and Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not authorized and permitted to take all required rest breaks. SPNY, however, at times failed to pay Dj Glenon and Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest breaks that they were not authorized and permitted to take.

As a result, SPNY is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on SPNY's failure at times to pay Dj Glenon and Aggrieved Employees, or some of them, for all wages as discussed above, SPNY also violated Labor Code section 204.

Section 204 requires employers to pay employees all earned wages twice per month. Throughout the applicable statute of limitations period, employees were entitled to be paid twice a month at their regular rates, including all meal and rest break premium wages owed and wages owed for overtime hours worked. However, at times, SPNY failed and refused to pay Dj Glenon all wages due, and failed to pay those wages twice a month, in that Dj Glenon was not paid all wages for all meal periods not provided by SPNY, all wages for all rest periods not authorized and permitted by SPNY, and all wages for all hours worked. As a result, SPNY owes Dj Glenon the legally required wages for unpaid wages, and Dj Glenon and Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, SPNY is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Breaks

Dj Glenon seeks penalties under Labor Code section 1174, subdivision (d). Per Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by section 1174 is subject to a penalty under section 1174.5. Under the applicable IWC Order section 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal breaks and total hours worked daily shall also be recorded.

SPNY, however, at times failed to maintain accurate records of hours worked and all meal breaks taken or missed by Dj Glenon and Aggrieved Employees, or some of them.

SPNY's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Orders deprived Dj Glenon and Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal breaks, and the accuracy of their hours worked stated in SPNY's records. Therefore, Dj Glenon and Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to SPNY. As a direct result, Dj Glenon and Aggrieved

Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel SPNY to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of SPNY's knowing failure, at times, to comply with the Labor Code and applicable IWC Wage Orders, Dj Glenon and Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code section 213, subdivision (d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Dj Glenon and many other Aggrieved Employees ended, *i.e.*, was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, SPNY at times failed, and continue at times to fail, to pay Dj Glenon and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving SPNY's employment. These include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal break premium wages, and missed rest break premium wages. SPNY also violated, and continue to violate, Labor Code section 213, subdivision (d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization. Dj Glenon recalls that Dj Glenon did not receive final wages at the time of discharge, nor within 72 hours of leaving SPNY's employment.

SPNY's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Dj Glenon and Aggrieved Employees, or some of them, are entitled to recover from SPNY their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code section 203.

Moreover, SPNY is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized wage statement in writing showing 9 pieces of information, including: (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 the last four digits of their 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. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, SPNY at times failed, and continues at times to fail, to timely furnish Dj Glenon and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal breaks that were not provided in accordance with California law, and correct wages for rest breaks that were not authorized and permitted to take in accordance with California law).

Because SPNY at times violated Labor Code section 226, Dj Glenon and Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Dj Glenon and similarly Aggrieved Employees, or some of them, are entitled to recover from SPNY the greater of their actual damages caused by Defendant's failure to comply with Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee. Moreover, SPNY is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 226.3 for failing to timely furnish accurate itemized wage statements.

Recordkeeping Requirement Violations

Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by employees. For all applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal breaks were provided each day.

Based on information and belief, SPNYs at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Dj Glenon and other Aggrieved Employees began and ended each work period, time records of meal breaks, and accurate itemized wage statements.

Based on information and belief, SPNY at times failed and continues at times to fail to keep accurate and complete records showing total hours worked by Dj Glenon and Aggrieved Employees, or some of them, by virtue of Defendant's time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. SPNY failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of SPNY's failure to relieve Dj Glenon and Aggrieved Employees, or some of them, of all duties and SPNY's control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, SPNY further failed at times, and continue at times to fail, to record the true start and end times of Dj Glenon's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, SPNY further failed at times and continue at times to fail, to record the true start and end times of Dj Glenon's and Aggrieved Employees' work shifts, or some of them.

Additionally, SPNY at times failed, and continues at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Dj Glenon and Aggrieved Employees, or some of them. SPNY's failure to keep "accurate and complete" payroll

records for Dj Glenon and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject SPNY to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.²

Failure to Indemnify Necessary Expenditures

Labor Code section 2802, subdivision (a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of their duties. Throughout the applicable statute of limitations period, SPNY at times wrongfully required Dj Glenon and Aggrieved Employees, or some of them, to pay expenses they incurred in direct discharge of their duties for SPNY including but not limited to daily parking expenses at event venues in downtown San Diego. Dj Glenon and Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Dj Glenon and Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for SPNY but SPNY failed to indemnify Dj Glenon and Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, SPNY is liable to Dj Glenon and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2802 and 2699, subdivision (f)(2) for failing to indemnify Dj Glenon and Aggrieved Employees, or some of them, for necessary business expenditures.

Action for PAGA Civil Penalties

In light of the above, Dj Glenon alleges that SPNY violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to provide meal breaks;
3. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest breaks;
4. Labor Code section 204 by failing at times to pay all earned wages twice per month;

² See Labor Code § 2699, subdivision (f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

LWDA

Notice of Labor Code Violations and PAGA

October 6, 2025

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5. Labor Code section 1174.5 and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed;
6. Labor Code sections 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code section 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code section 1174 by failing at times to keep accurate and complete payroll records; and
9. Labor Code section 2802 by failing at times to indemnify for necessary expenditures;

Therefore, on behalf of potentially Aggrieved Employees, Dj Glenon seeks applicable penalties related to the violations alleged above per PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699.

Dj Glenon has placed SPNY on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Chumahan B. Bowen, Esq.

WILSHIRE LAW FIRM, PLC

chumahan.bowen@wilshirelawfirm.com

EXHIBIT B

STATE OF CALIFORNIA
LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGA UNIT

In the Matter of:

DJ Glenon,

Claimant,

and

Noor Staffing Group, LLC,

Respondent.

Case No. LWDA-CM-1130094-25

CURE DETERMINATION

[Lab. Code, § 2699.3, subd. (c)(3)]

December 10, 2025

Pursuant to Labor Code section¹ 2699.3, subdivision (c)(3)(A), on November 6, 2025, respondent Noor Staffing Group, LLC² provided written notice it has cured a violation of section 226, subdivision (a)(8) alleged in a Private Attorneys General Act (PAGA) notice filed by claimant DJ Glenon on October 6, 2025. Claimant did not file a notice disputing respondent's cure. (§ 2699.3, subd. (b).) The PAGA Unit of the California Labor and Workforce Development Agency (LWDA) has reviewed respondent's cure notice and now makes the following determination.

BACKGROUND

On October 6, 2025, claimant DJ Glenon filed a PAGA notice with

¹ Subsequent citations are to the Labor Code unless otherwise indicated.

² Respondent filed a joint notice of cure with Searchpoint NY, Inc., related to the matter *DJ Glenon v. Searchpoint NY, Inc.* case no. LWDA-CM-1130101-25. Because claimant filed her PAGA notice against Search Point NY, Inc. under a separate matter number, LWDA issued a separate determination in that matter.

LWDA alleging a variety of Labor Code violations by respondent, Noor Staffing Group, LLC. Claimant alleges she worked for respondent as a brand ambassador from approximately March to July 2, 2025. Claimant alleges minimum wage, overtime, meal period, rest period, late payment of wages, record-keeping, and business expense reimbursement violations, among others. As relevant here, claimant also alleges respondent failed to provide accurate itemized wage statements in violation of section 226, subdivision (a). Claimant does not allege a violation of section 226, subdivision (a)(2) based on a failure to identify the total hours on the wage statements, nor a violation of section 246, subdivision (i).

On November 6, and in accordance with section 2699.3, subdivision (c)(3)(A), respondent provided timely notice asserting it has cured a violation of section 226, subdivision (a)(2) based on a failure to identify the total hours worked, as well as a violation of section 246, subdivision (i) based on a failure to display accrued and available sick balances.

CURE DETERMINATION

Section 226, subdivision (a)(2) requires the itemized wage statements an employer furnishes to its employees include the "total hours worked by the employee." An employer may cure a violation of this requirement by showing it "has provided, at no cost to the employee, a fully compliant, itemized wage statement . . . for each pay period during which the

violation occurred during the three years prior to the date of the notice."³ (§ 2699, subd. (d)(2)(B).)

Respondent's November 6 cure notice was submitted to LWDA via online filing as required by section 2699.3, subdivision (c)(3)(A).⁴ Respondent served its cure notice to claimant via FedEx and email.⁵ Respondent's notice describes the actions taken to cure the alleged violation, specifically that it conducted a company-wide review and audit of its California wage statements, and implemented a corrected wage statement format effective November 1, 2025, in compliance with the requirements of section 226, subdivision (a) and section 246, subdivision (i). (See *ibid.*) Representative copies of the revised wage statements are attached to respondent's notice.

Respondent's November 6 cure notice does not indicate that it provided corrected wage statements to employees, nor does it address any curative action taken by respondent for pay periods preceding November 1, 2025. (§ 2699, subd. (d)(2)(B) [requiring fully compliant wage statements information be provided "for each pay period during which the violation occurred during the three years prior to the date of the notice"].) Accordingly,

³ Although not indicated here, an employer also may effectuate a cure pursuant to section 2699, subdivision (d)(2)(B) by providing "reasonable access to a digital or computer-generated record or records maintained in the ordinary course of business containing the same information required on a fully compliant, itemized wage statement" if the wage statements are "customarily provided in digital form."

⁴ Respondent's notice of cure erroneously cites to section 2699.3, subdivision (c)(1).

⁵ Section 2699.3, subdivision (c)(3)(A) requires an employer to provide written notice "by certified mail to the aggrieved employee or representative." Although respondent technically did not comply with this certified mail requirement, the actions taken by respondent did provide prompt written notice to claimant's counsel.

the LWDA is unable to verify completion of a cure in this matter for the violation of section 226, subdivision (a)(2). (§ 2699.3, subd. (c)(3).)

Moreover, the statutory basis for the alleged failure to provide notice of available sick leave is found in subdivision (i) of section 246, which states, in relevant part:

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available . . . for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave ... to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

As set forth above, the administrative cure process set forth in section 2699.3, subdivision (c)(3) applies to alleged violations of section 226, subdivision (a). The requirement that an employer provide its employees written notice of the amount of paid sick leave available derives from section 246, not 226. Further, the itemization requirements listed in section 226 do not include any requirement regarding paid sick leave, and an employer is not required to provide this information on its wage statements but rather may do so in a separate writing. Accordingly, the violation pursuant to section 246, subdivision (i) purported to be cured by respondent is not subject to the cure procedures described in section 2699.3, subdivision (c)(3).

CONCLUSION

For the reasons set forth above, the Labor and Workforce Development Agency is unable to verify that respondent Noor Staffing Group,

LLC, has cured the violation of Labor Code section 226, subdivision (a)(2) as to the total hours worked. Moreover, the alleged violation of Labor Code section 246, subdivision (i) is not subject to cure under section 2699.3, subdivision (c)(3).

Nothing herein, including any cure action taken by respondent in this matter, may be deemed an admission of liability or used to prove the validity or invalidity of any claim or defense. This determination is subject to the provisions of Evidence Code sections 1152 and 1154. Nothing herein should be understood to preclude respondent from requesting early evaluation in the event a civil action is commenced. (§ 2699.3, subd. (f).)

Dated: December 10, 2025



Samantha McKay
PAGA Unit Senior Attorney

PROOF OF SERVICE
(Code Civ. Proc., §§ 1013a, 2015.5)

I am over the age of 18 years and not a party to this action. I am employed in the County of Sacramento. My business address is 800 Capitol Mall, Suite 5000, Sacramento, California 95814.

On December 10, 2025, I served this **CURE DETERMINATION** on the parties in this proceeding by certified mail by placing a copy of the document in a sealed envelope for collection and mailing following my employer's ordinary business practice for deposit in the United States Mail, addressed as set forth below:

David Giampietro
Noor Staffing Group, LLC
28 West 44th Street, 16th Floor
New York, NY 10017

Certified Mail
9589 0710 5270 2567 6073 85

Chumahan B. Bowen, Esq.
Wilshire Law Firm, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

Certified Mail
9589 0710 5270 2567 6073 92

I am readily familiar with my employer's practice of collecting and processing correspondence for mailing with the United States Postal Service. Under that practice it would be deposited with the United States Postal Service on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on December 10, 2025, at Sacramento, California.



Alicia Wati Nath

STATE OF CALIFORNIA
LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGA UNIT

In the Matter of:

DJ Glenon,

Claimant,

and

Searchpoint NY Inc.

Respondent.

Case No. LWDA-CM-1130101-25

CURE DETERMINATION

[Lab. Code, § 2699.3, subd. (c)(3)]

December 10, 2025

Pursuant to Labor Code section¹ 2699.3, subdivision (c)(3)(A), on November 6, 2025, respondent Searchpoint NY Inc.² provided written notice it has cured a violation of section 226, subdivision (a)(8) alleged in a Private Attorneys General Act (PAGA) notice filed by claimant DJ Glenon on October 6, 2025. Claimant did not file a notice disputing respondent's cure. (§ 2699.3, subd. (b).) The PAGA Unit of the California Labor and Workforce Development Agency (LWDA) has reviewed respondent's cure notice and now makes the following determination.

BACKGROUND

¹ Subsequent citations are to the Labor Code unless otherwise indicated.

² Respondent filed a joint notice of cure with Noor Staffing Group, LLC, related to the matter *DJ Glenon v. Noor Staffing Group, LLC*, case no. LWDA-CM-1130094-25. Because claimant filed her PAGA notice against Search Point NY Inc. under a separate matter number, LWDA issued a separate determination in that matter.

On October 6, 2025, claimant DJ Glenon filed a PAGA notice with LWDA alleging a variety of Labor Code violations by respondent, Searchpoint NY, Inc. Claimant alleges she worked for respondent as a brand ambassador from approximately March to July 2, 2025. Claimant alleges minimum wage, overtime, meal period, rest period, late payment of wages, record-keeping, and business expense reimbursement violations, among others. As relevant here, claimant also alleges respondent failed to provide accurate itemized wage statements in violation of section 226, subdivision (a). Claimant does not allege a violation of section 226, subdivision (a)(2) based on a failure to identify the total hours on the wage statements, nor a violation of section 246, subdivision (i).

On November 6, and in accordance with section 2699.3, subdivision (c)(3)(A), respondent provided timely notice asserting it has cured a violation of section 226, subdivision (a)(2) based on a failure to identify the total hours worked, as well as a violation of section 246, subdivision (i) based on a failure to display accrued and available sick balances.

CURE DETERMINATION

Section 226, subdivision (a)(2) requires the itemized wage statements an employer furnishes to its employees include the “total hours worked by the employee.” An employer may cure a violation of this requirement by showing it “has provided, at no cost to the employee, a fully compliant, itemized wage statement . . . for each pay period during which the

violation occurred during the three years prior to the date of the notice."³ (§ 2699, subd. (d)(2)(B).)

Respondent's November 6 cure notice was submitted to LWDA via online filing as required by section 2699.3, subdivision (c)(3)(A).⁴ Respondent served its cure notice to claimant via FedEx and email.⁵ Respondent's notice describes the actions taken to cure the alleged violation, specifically that it conducted a company-wide review and audit of its California wage statements, and implemented a corrected wage statement format effective November 1, 2025, in compliance with the requirements of section 226, subdivision (a) and section 246, subdivision (i). (See *ibid.*) Representative copies of the revised wage statements are attached to respondent's notice.

Respondent's November 6 cure notice does not indicate that it provided corrected wage statements to employees, nor does it address any curative action taken by respondent for pay periods preceding November 1, 2025. (§ 2699, subd. (d)(2)(B) [requiring fully compliant wage statements information be provided "for each pay period during which the violation occurred during the three years prior to the date of the notice"].) Accordingly,

³ Although not indicated here, an employer also may effectuate a cure pursuant to section 2699, subdivision (d)(2)(B) by providing "reasonable access to a digital or computer-generated record or records maintained in the ordinary course of business containing the same information required on a fully compliant, itemized wage statement" if the wage statements are "customarily provided in digital form."

⁴ Respondent's notice of cure erroneously cites to section 2699.3, subdivision (c)(1).

⁵ Section 2699.3, subdivision (c)(3)(A) requires an employer to provide written notice "by certified mail to the aggrieved employee or representative." Although respondent technically did not comply with this certified mail requirement, the actions taken by respondent did provide prompt written notice to claimant's counsel.

the LWDA is unable to verify completion of a cure in this matter for the violation of section 226, subdivision (a)(2). (§ 2699.3, subd. (c)(3).)

Moreover, the statutory basis for the alleged failure to provide notice of available sick leave is found in subdivision (i) of section 246, which states, in relevant part:

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available . . . for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave ... to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

As set forth above, the administrative cure process set forth in section 2699.3, subdivision (c)(3) applies to alleged violations of section 226, subdivision (a). The requirement that an employer provide its employees written notice of the amount of paid sick leave available derives from section 246, not 226. Further, the itemization requirements listed in section 226 do not include any requirement regarding paid sick leave, and an employer is not required to provide this information on its wage statements but rather may do so in a separate writing. Accordingly, the violation pursuant to section 246, subdivision (i) purported to be cured by respondent is not subject to the cure procedures described in section 2699.3, subdivision (c)(3).

CONCLUSION

For the reasons set forth above, the Labor and Workforce Development Agency is unable to verify that respondent Searchpoint NY Inc.,

has cured the violation of Labor Code section 226, subdivision (a)(2) as to the total hours worked. Moreover, the alleged violation of Labor Code section 246, subdivision (i) is not subject to cure under section 2699.3, subdivision (c)(3).

Nothing herein, including any cure action taken by respondent in this matter, may be deemed an admission of liability or used to prove the validity or invalidity of any claim or defense. This determination is subject to the provisions of Evidence Code sections 1152 and 1154. Nothing herein should be understood to preclude respondent from requesting early evaluation in the event a civil action is commenced. (§ 2699.3, subd. (f).)

Dated: December 10, 2025



Samantha McKay
PAGA Unit Senior Attorney

PROOF OF SERVICE
(Code Civ. Proc., §§ 1013a, 2015.5)

I am over the age of 18 years and not a party to this action. I am employed in the County of Sacramento. My business address is 800 Capitol Mall, Suite 5000, Sacramento, California 95814.

On December 10, 2025, I served this **CURE DETERMINATION** on the parties in this proceeding by certified mail by placing a copy of the document in a sealed envelope for collection and mailing following my employer's ordinary business practice for deposit in the United States Mail, addressed as set forth below:

David Giampietro
Searchpoint NY, Inc.
28 West 44th Street, 16th Floor
New York, NY 10017

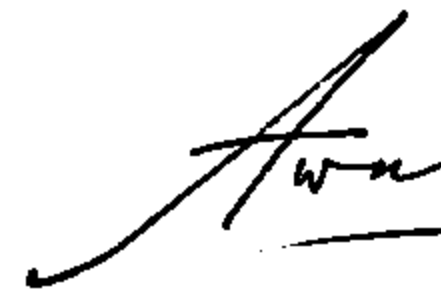
Certified Mail
7010 0290 0001 1514 7079

Chumahan B. Bowen, Esq.
Wilshire Law Firm, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

Certified Mail
9589 0710 5270 2567 6072 17

I am readily familiar with my employer's practice of collecting and processing correspondence for mailing with the United States Postal Service. Under that practice it would be deposited with the United States Postal Service on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on December 10, 2025, at Sacramento, California.



Alicia Wati Nath