

**WILSHIRE LAW FIRM,
PLC**

660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com



Sean Paisan, Esq.
John Yslas, Esq.
Tyler Woods, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.

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,



Chumahan B. Bowen, Esq.

WILSHIRE LAW FIRM, PLC

chumahan.bowen@wilshirelawfirm.com