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April 23, 2025

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

**RE: MARLON JOEL OSORIO ORTIZ, OSCAR FRANCISCO JR PACACH, MARIA
LUZ ORTIZ V. OVERFLOW PARTNERS, LLC, DI LOGISTICS, LLC, DCN
PROCESSING SERVICES LLC, DELIVER-IT, INC., & IC DECLARATION OF TRUST
PRIVATE ATTORNEY GENERAL ACT (Our File No. 24026)**

To Whom It May Concern:

Please be informed that OVERFLOW PARTNERS, LLC, DI LOGISTICS, LLC, DCN PROCESSING SERVICES LLC, DELIVER-IT, INC., & IC DECLARATION OF TRUST, conducting business throughout the State of California (referred to as “Respondents”), and any other employers or person(s) acting on behalf of Respondents as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our clients, MARLON JOEL OSORIO ORTIZ, OSCAR FRANCISCO JR PACACH, MARIA LUZ ORTIZ, as well as other employees working for Respondents within the past four years, including all of Respondents’ other locations within California.

Respondents are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”). Our client MARLON JOEL OSORIO ORTIZ worked for Respondents as driver from on or about January 2017 to on or about March 31, 2025. Our client OSCAR FRANCISCO JR PACACH worked for Respondents as a driver from on or about January 2015 to on or about April 1, 2025. Our client MARIA LUZ ORTIZ worked for Respondents as a driver from on or about November 2016 to on or about July 8, 2024. Respondents misclassified our clients as independent contractors, and as a result failed to pay our clients wages when due, failed to pay our clients minimum wages for all hours worked, failed to pay our clients overtime compensation, failed to provide meal and rest periods to our clients, failed to maintain complete and accurate time records, failed to provide accurate itemized wage

statements to our client, failed to provide sick pay, failed to reimburse for necessary business expenses, and failed to pay our clients all wages due and owing at the end of their employment.

Our clients may represent all other potentially aggrieved employees who were subjected to the same labor code violations as follows:

Respondents violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 because it failed to pay our clients and/or other aggrieved employees California's statutory minimum wage.

Respondents violated Labor Code §510 because it failed to pay our clients and/or other aggrieved employees overtime, even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment.

Respondents violated Labor Code § 512 because it failed to provide our clients and/or other similarly situated employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our clients did not validly waive said meal periods. Respondents failed to affirmatively advise of the right to take statutory meal periods, regularly interrupted meal periods, and/or did not completely relieve all duty during said meal periods. Respondents did not pay to our clients and/or other aggrieved employees one (1) additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. Moreover, Respondents did not have adequate written policies or practices providing meal periods, did not have adequate policies or practices regarding the timing of meal periods, and did not have adequate policies or practices to verify whether our clients and/or other aggrieved employees were taking their required meal periods.

Respondents violated Labor Code § 226.7 because it failed to provide our clients and other aggrieved employees 10-minute rest breaks for every four (4) hours of work, or majority portion thereof, throughout their employment. Respondents failed to affirmatively advise our clients and other aggrieved employees of the right to take statutory rest breaks, regularly interrupted our clients' rest breaks, and/or did not completely relieve our clients of all duty during said rest breaks. Respondents did not pay to our clients one (1) additional hour of pay at our clients' regular rate of compensation for each workday that one or more statutory rest breaks was not provided. Moreover, Respondents did not have adequate policies or practices permitting or authorizing rest periods, did not have adequate policies or practices regarding the timing of rest periods, and did not have adequate policies or practices to verify whether our clients and/or other aggrieved employees were taking their required rest periods.

Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. The Respondents did not keep such records. As a result of Respondents' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, our clients and/or other aggrieved employees have suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Respondents violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our clients and other aggrieved employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, 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. Our clients' paystubs failed to include all hours worked and omitted the hourly rate for those excluded hours, rendering both the stated gross and net wages false and inaccurate. Respondents further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.

Respondents violated Labor Code § 203 because it willfully failed to pay our clients and/or other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include minimum wages, regular wages earned but not paid, overtime wages, meal/rest period compensation, and all wages due and owing at the end of employment described above.

Respondents violated Labor Code §2802(a) because it failed to reimburse our clients and/or other aggrieved employees for all necessary business expenditures incurred during the course of employment. Our clients had to use their personal vehicle to perform their job duties, and were not reimbursed for these expenses.

Respondents violated Labor Code §246 because it failed to provide to our clients and its other employees with paid sick leave. Our client worked for Respondents for more than 30 days and were entitled to accrue paid sick leave at the rate of 1 hour for every 30 hours worked. Our clients and/or other aggrieved employees did not accrue any paid sick leave at all, and if they took time off from work that would have qualified as sick leave, received no wages for this time period.

Please take further notice pursuant to Labor Code § 2699.3(c) Respondents violated Labor Code § 226.8 because it willfully misclassified our clients and/or other aggrieved employees as independent contractors instead of as employees.

Respondents may have the right to cure certain violations and/or reduce certain civil penalties pursuant to Labor Code § 2699.5 et seq. and 2699.3 et seq.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our clients also intend to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 558, 226.3.

Respondents' violations of the Labor Code, the applicable Wage Order and other applicable provisions, as alleged herein (i.e. Respondents failed to pay wages when due, AND/OR have failed to pay minimum wages, AND/OR have failed to pay overtime wages, AND/OR have failed to provide meal periods, AND/OR have failed to provide rest breaks,

AND/OR have failed to provide timely and accurate itemized wage and hour statements, AND/OR failed to maintain complete and accurate time records AND/OR have failed to pay all wages due and owing at the end of client's and other aggrieved employees' employment AND/OR have failed to reimburse for necessary business expenses AND/OR have failed to pay sick leave) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our clients are informed and believe, and thereon alleges, that they and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our clients, as aggrieved employees, bring an action against Respondents, on behalf of themselves and other current and former employees.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondents.

Respectfully,

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

Andreea Bickford

Andreea Bickford
Attorney at Law