LAW OFFICES OF
RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 WILSHIRE BOULEVARD, SUITE 2200
LOS ANGELES, CALIFORNIA 90010
TELEPHONE: (323) 777-7777
FACSIMILE: (213) 480-6201
EMAIL: SORTIZ@YOUNESSILAW.COM

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March 3, 2026

Via Electronic Filing Only

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

RE: Brandon Jair Espinosa, et al. v. Columbia Container Line (LAX), Inc.
PRIVATE ATTORNEY GENERAL ACT (Our File No. 25299)

To Whom It May Concern:

Please be informed that Columbia Container Line (LAX), Inc., OOCL Consolidator, Inc., Maersk International Shipping, Inc., Lenny Trading, Inc., located at 15000 S. Figueroa St., Gardena, California 90248, (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, Brandon Jair Espinosa and Genny Andrea Guevara, 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 Ms. Guevara worked for Respondents from September 18, 2024 to November 13, 2025. Our client Mr. Espinosa worked for Respondents from July 27, 2022 to November 14, 2025. Respondents failed to pay our clients wages when due, failed to pay our client minimum wages for all hours worked, failed to pay our client overtime compensation, failed to provide meal and rest periods to our client, 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, unlawfully deducted monies from earned wages, failed to provide timely payment of wages.

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

Respondents violated Labor Code § 226.8 because they willfully misclassified our clients and/or other aggrieved employees as independent contractors instead of as employees. Our client Genny Andrea Guevara was classified as an independent contractor instead of as an employee. The nature of the work performed by our client and/or other aggrieved employees was such that Respondents should have paid employees on an hourly basis as an employee and issued appropriate wage statements as employees.

Respondents violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 because they failed to pay our clients and/or other aggrieved employees California's statutory minimum wage. Our client Brandon Jair Espinosa and/or other aggrieved employees were paid a salary for hours worked instead of an hourly wage. The nature of the work performed by our clients and/or other aggrieved employees was such that Respondents should have paid employees on an hourly basis because they performed non-exempt work for more than 50% of their shift. Further, the salary that was paid to our clients and/or other aggrieved employees was less than double the state minimum wage, in violation of Labor Code §515. As a result of the failure to pay for all hours worked on an hourly basis, our clients and/or other aggrieved employees were routinely not paid for all hours worked, either at their regular rate or the minimum wage rate.

Respondents violated Labor Code §510 because they 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. Our clients and/or other aggrieved employees routinely worked in excess of 8 hours per day and/or 40 hours per week but were not paid for overtime hours at the applicable overtime rate because they were improperly paid a salary. Pursuant to Labor Code §515, the salary was could only compensate for the first 40 hours worked in any workweek. Therefore, our clients and/or other aggrieved employees were routinely not compensated for all overtime and double time hours worked.

Respondents violated Labor Code § 512 because they failed to provide our clients and/or other aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client 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 client and/or other aggrieved employees were taking their required meal periods.

Respondents violated Labor Code § 226.7 because they 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 client's 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 § 9(A)(3), 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. 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 they 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 they 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 they 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 §246 because they failed to provide to our clients and its other employees with paid sick leave. Our clients 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. Further, Respondents were required pursuant to Labor Code §246 to provide employees with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, either on the wage statement or in a separate writing provided on the designated pay date with the payment of wages. Our clients and/or other aggrieved employees did not receive the required written notice from Respondents such that they could track the number of available paid sick leave hours.

Respondents violated Labor Code §2802(a) because they failed to reimburse our clients and/or other aggrieved employees for all necessary business expenditures incurred during the course of employment.

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 8 Code of Regulations § 11090, Industrial Welfare Commission Order No. 9-2001, Labor Code §§ 201-203, 221, 226, 226.7, 226.8, 227.3, 246, 510, 512, 515, 1102.5, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions, as alleged herein (i.e. Respondents misclassified employees, failed to pay wages when due, has failed to pay minimum wages, has failed to pay overtime wages, has failed to provide meal periods, has failed to provide rest breaks, has failed to provide timely and accurate itemized wage and hour statements, failed to maintain complete and accurate time records has failed to pay all wages due and owing at the end of client's and other aggrieved employees' employment, and has 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 allege, that each of them 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 an 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

Samantha L. Ortiz
Attorney at Law