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Labor and Workforce Development Agency
Via Electronic Filing: <http://www.dir.ca.gov/Private-Attorneys-General-Act.html>

New Legend, Inc.
Agent for Service-Lawrence C. Ecoff
280 South Beverly Drive, Suite 504
Beverly Hills, Ca 90212

Legend Transport/Legend Transportation, Inc.
1235 Oswald Road
Yuba City, Ca 95991

Re: New Legend, Inc. and Legend Transport/Transportation, Inc., with respect to Employee
Mando Raul Rosales and other aggrieved employees.

Dear Sirs/Madams:

Please be advised that this office is counsel to Mando Raul Rosales and that all future communications should be directed to this office.

Notice is hereby provided as required by California Labor Code § 2699.3, that Mr. Rosales, on behalf of himself and all other current and former exempt truck drivers and independent contract truck drivers (hereinafter, "Aggrieved Employees"), that performed work for New Legend, Inc. and Legend Transport/Transportation, Inc. (hereinafter collectively "Legend") in California at any time since the date one year prior to the date of the submission of this letter, alleges that Legend has violated, and continues to violate, the provisions of the Labor Code and Wage Orders promulgated by the Industrial Welfare Commission. Mr. Rosales was a California-based exempt truck driver from approximately December 2024 to March 2025.

On behalf of Mr. Rosales and all other Aggrieved Employees, Mr. Rosales alleges Legend is liable for civil penalties under Labor Code §§ 2698-2699 for the following violations:

1. Violated Labor Code §§ 201-204, 210, 558, 1194, 1194.2, 1194.5, 1197, 1197.1, and 1198, and the applicable wage order(s), by failing to pay all minimum wages and

compensation for all work performed, including but not limited to failing to pay minimum wages separately from other wages for all “non-productive” work (*i.e.*, time spent not driving a truck) and failing to keep records of time spent in “non-productive” work. Specifically, Mr. Rosales and other Aggrieved Employees were engaged in “non-productive” work activities apart from driving, including, but not limited to, time spent fueling, checking tires, waiting while maintenance or repairs was performed, loading, and unloading, and were not paid any wages for this “non-productive” time.

2. Violated Labor Code §§ 1194.5, 2802, and 2699 by failing to reimburse and indemnify work-related expenses and losses incurred in the discharge of official duties. Specifically, Mr. Rosales and Aggrieved Employees were not fully reimbursed for work-related business expenses including but not limited to the costs of personal cell phones and usage to make work related communications with Legend.

3. Violated Labor Code § 227.3 by failing to properly vest Vacation/PTO (“Vacation/PTO” referred to herein shall include and be hereafter defined as including but not limited to vacation time, personal days, flexible days, paid time off (PTO), paid personal time (PPT), and other paid time off) and/or causing unlawful forfeiture of Vacation/PTO, as well as failing to pay vested Vacation/PTO at the legally required final rate of pay. Specifically, Legend did not pay out all Vacation/PTO to Mr. Rosales and Aggrieved Employees that should have been accrued and paid out upon termination. Further, Legend did not pay out all vested Vacation/PTO to Mr. Rosales and Aggrieved Employees at the regular rate of pay upon separation of employment by failing to incorporate all applicable non-discretionary bonuses into the final rate of pay and instead paying out Vacation/PTO at the base rate of pay.

4. Violated Labor Code §§ 246 and 248.5 by failing to provide to Mr. Rosales and Aggrieved Employees accrued sick pay and/or paying sick pay at the correct rate of pay. Specifically, Legend failed to provide accrued sick pay to Mr. Rosales and Aggrieved Employees in violation of Labor Code § 246, which requires sick pay to accrue on the first day of employment, and be available for use after ninety (90) days of employment. Moreover, Legend failed to provide accrued sick pay calculated at the correct rate of pay to Mr. Rosales and Aggrieved Employees in violation of Labor Code § 246, Accordingly, Legend is subject to civil penalties pursuant to Labor Code § 248.5.

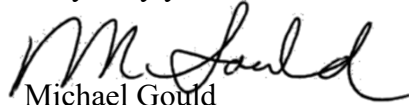
5. Violated Labor Code §§ 226, 226.2, 226.3, 1174, and 1174.5 by failing to provide accurate itemized wage statements due to the above alleged claims. Specifically, by failing to record and pay Mr. Rosales and Aggrieved Employees for all hours worked for time spent in “non-productive” work, Rosales failed to maintain accurate time records and failed to provide accurate wage statements in that Mr. Rosales and Aggrieved Employees did not receive wage statements that accurately stated the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, the total number of hours worked during the pay period, the total hours during the pay period of “non-productive” time, the rate of compensation during the pay period for all “non-productive” time and/or the gross wages paid for all “non-productive” time during the pay period.

6. Violated Labor Code §§ 201-204, 210, by failing to pay all wages earned within the appropriate time period required for payment, including but not limited to by failing to timely pay all minimum wages for time spent in “non-productive” work and failing to properly pay all vested Vacation/PTO at the regular rate of pay as stated above, and thus failing to pay all final wages due upon separation from employment.

Mr. Rosales further alleges that Legend’s misconduct is ongoing, and that Legend is subject to civil penalties as provided by various provisions of the Labor Code, including Labor Code sections 201-204, 210, 226, 226.2, 226.3, 227.3, 246, 248.5, 510, 558, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, and 2802, as well as the applicable wage orders. We believe that Mr. Rosales and other Aggrieved Employees who, for the period going back one year prior to the date of the submission of this letter, have been, or currently are, employed as non-exempt truck drivers for Legend in California, including those who are or were classified by Legend as independent contractors that were performing work as drivers, are entitled to all statutory and civil penalties, damages, restitution, and injunctive relief allowed by law. Mr. Rosales’s investigation is ongoing and continuing, and Mr. Rosales reserves all rights to assert additional Labor Code violations, as may be revealed by his ongoing investigation and discovery.

The Labor and Workforce Development Agency hereby is requested to notify me within 60 days whether it will conduct an investigation into this matter.

Very truly yours,


Michael Gould
Attorney for Plaintiffs