

1 ANTHONY J. ORSHANSKY, Cal. Bar No. 199364  
anthony@counselonegroup.com  
2 ALEXANDRIA KACHADOORIAN, Cal. Bar No. 240601  
alexandria@counselonegroup.com  
3 JUSTIN KACHADOORIAN, Cal. Bar No. 260356  
4 justin@counselonegroup.com  
COUNSELONE, P.C.  
5 9301 Wilshire Boulevard, Suite 650  
6 Beverly Hills, California 90210  
Telephone: (310) 277-9945  
7 Facsimile: (424) 277-3727

8 Attorneys for Plaintiff JARRELL ELLSWORTH

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SAN BERNARDINO

12 JARRELL ELLSWORTH, on behalf of himself  
and others similarly situated,

13 Plaintiff,

14 v.

15 SCHNEIDER NATIONAL CARRIERS, INC.,  
16 a Nevada corporation; and DOES 1 through 10,  
inclusive,

17 Defendants.  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Case No. CIVDS2012486

**DECLARATION OF JUSTIN  
KACHADOORIAN IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
APPROVAL OF PAGA SETTLEMENT**

Date: May 25, 2022

Time: 10:00 a.m.

Department: S-26

Complaint Filed: May 29, 2020

1  
2       **DECLARATION OF JUSTIN KACHADOORIAN IN SUPPORT OF PLAINTIFF'S**  
3       **MOTION FOR APPROVAL OF PAGA SETTLEMENT**

4       I, Justin Kachadoorian, hereby declare:

5       1.       I am an attorney at law duly licensed to practice before all courts of the State of  
6       California and counsel of record for Plaintiff Jarrell Ellsworth ("Plaintiff"). I am one of the  
7       principal attorneys responsible for prosecuting claims against Defendant Schneider National  
8       Carriers, Inc. ("Defendant"). I have personal knowledge of the facts stated herein, and if called as  
9       a witness I could and would competently testify to the facts stated herein. This declaration is made  
10       in support of Plaintiff's Motion for Approval of PAGA Settlement.

11       2.       CounselOne, PC ("CounselOne" or "Plaintiff's Counsel") has been responsible for  
12       the pursuit of claims for civil penalties under the Private Attorneys General Act of 2004, California  
13       Labor Code § 2698 et seq. ("PAGA") against Defendant. Plaintiff claims that Defendant owes  
14       these PAGA penalties as a result of its alleged violations of various Labor Code sections and  
15       Industrial Welfare Commission Wage Order No. 9-2001. Plaintiff's operative PAGA  
16       representative action Complaint seeks these penalties on behalf of the State of California and the  
17       Aggrieved Employees,<sup>1</sup> as authorized by the PAGA.

18       3.       The Parties have reached a settlement agreement ("Settlement Agreement" or  
19       "Settlement"), and Plaintiff as an "aggrieved employee" under the PAGA respectfully now moves  
20       this Court for an Order granting approval of the Settlement Agreement. A true and correct copy  
21       of the Settlement Agreement and Release of Claims, entered into by the Parties, along with the  
22       accompanying Notice of Settlement Payment, are attached as **Exhibit 1** hereto.

23       **EXPERIENCE AND VIEWS OF COUNSEL**

24       4.       CounselOne, P.C. ("CounselOne" or "Plaintiff's Counsel") and its attorneys  
25       possess considerable expertise in litigating complex class- and representative-action matters.  
26       CounselOne has represented millions of employees and consumers and in numerous class actions  
27       asserting violations of the California Labor Code and California's consumer protection statutes,

28       

---

<sup>1</sup> All capitalized terms used herein have the same meaning as set forth in the Settlement Agreement and Release of  
Claims, attached hereto as Exhibit 1.

1 and have litigated employment and unfair business practice cases throughout the state and country.  
2 A substantial percentage of CounselOne's practice is devoted to class action litigation, particularly  
3 in the areas of wage and hour, labor, and employment rights, along with consumer protection,  
4 invasion of privacy, and false advertising. To the extent areas of employment law are implicated,  
5 many of these cases involve PAGA claims.

6 5. CounselOne has obtained favorable class and PAGA settlements against a range of  
7 defendants, some of which include the following: *Herrera, et al. vs. Airtech International, Inc.,*  
8 *et al.*, San Bernardino Superior Court case no. CIVDS1930833 (PAGA action); *Orozco v. Bibigo*  
9 *International, LLC*, Los Angeles Superior Court case no. 19SMCV01674 (PAGA action);  
10 *Dziouba, et al. v. Center Automotive, Inc., et al.*, San Bernardino Superior Court case no.  
11 CIVDS1821560 (PAGA action); *Ozuna v. CMRE Financial Services, Inc.*, Orange County  
12 Superior Court case no. 30-2019-01087365-CU-OE-CXC (PAGA action); *Pailet v. Glendora*  
13 *Chrysler Jeep Dodge*, San Bernardino Superior Court case no. CIVDS1822330 (PAGA action);  
14 *Rivera, et al. v. Love Automotive Group, Inc., et al.*, Kern County Superior Court, case no. BCV-  
15 18-102730 (PAGA action); *McDuffee v. Sports Warehouse*, San Diego Superior Court Case No.  
16 7-2017-00001781-CU-BT-NC (false-advertising case); *Hoffman v. Bank of America*, CASD Case  
17 No. 3:12-cv-539 JAH (DHB) (illegal call-recording case); *Byanooni v. Merrill Lynch Pierce*  
18 *Fenner & Smith*, CAND Case No. 3:12-cv-05270-RS (illegal call-recording case); *Knell v. FIA*  
19 *Card Services, Inc.*, CASD Case No. 3:12-cv-00426-AJB-WVG (illegal call-recording case);  
20 *Lewert, et al. v. Vendini, Inc.*, Santa Clara Super. Ct. Case No. 1-14-CV-259897 (data-breach  
21 case); *Klacko v. Diamond Foods, Inc.*, S.D. Fla. Case No. 9:14-cv-80005-BB (product mislabeling  
22 case); *Romero, et al. v. Loacker*, Santa Clara Super. Ct. Case No. 1-14-CV-274434 (product  
23 mislabeling case); *Demery v. Securitas*, Orange County Super. Ct. Case No. 30-2019-01095304-  
24 CU-OE-CXC (FCRA class action); *Ballard v. Kenan Advantage Group, Inc.*, 5:20-cv-1042  
25 (FCRA class action); *Huebner v. Mantech*, C.D. Cal. Case No. 2:15-cv-09889-PA-SS (FCRA class  
26 action); *Elias v. Charlie's Enterprises*, San Bernardino Case No. CIV-DS1901516 (FCRA class  
27 action); *White v. RBD Staffing, Inc.*, C.D. Cal. Case No. 15-cv-08519-GHK (FCRA class action);  
28 *Ballard v. Pacific Logistic Corp.*, C.D. Cal. Case No. 2:18-cv-10320 (FCRA class action); *Fikara*

1 *v. Niemann Foods, Inc.*, C.D. Ill. Case No. 3:16-cv-03285-TSH (FCRA class action); *Cohen, et al.*  
2 *v. FedEx Office and Print Services, Inc.*, San Bernardino Case No. CIVDS1818604 (FACTA class  
3 action); *Kaehler v. Midway Building Services, LTD*, Lake County Circuit Court, Illinois, Case No.  
4 18CH752 (FCRA class action); *Zadeh v. Ikon*, LASC Case No. BC470371 (wage-and-hour case);  
5 *Fast, et al. v. Hilton Hotel Corporation*, LASC Case No. BC409467 (wage-and-hour case); *Sink-*  
6 *Crilly v. Centex Homes*, CACD Case No. CV09-2476 (wage-and-hour case); *Alexander v. DS*  
7 *Waters of America*, CACD Case No. CV09-03384 (wage-and-hour case); *Collins v. Live Nation*  
8 *Worldwide, Inc.*, LASC Case No. BC436141 (wage-and-hour case); *Milford v. ADT Security*  
9 *Services, Inc.*, CACD Case No. CV08-2236 (wage-and-hour case); *Beal v. Activision, Inc.*, LASC  
10 Case No. BC348560 (wage-and-hour case); *Healy v. Siemens IT Solutions and Services, Inc.*, Santa  
11 Clara Superior Court Case No. 108CV113479 (wage-and-hour case); *Flores v. Loomis Armored*,  
12 LASC Case No. BC409899 (wage-and-hour case); *Davies, et al. v. Godiva Chocolatier, Inc.*,  
13 LASC Case No. BC429547 (wage-and-hour case); *Galavis v. Patina Restaurant Group, LLC*,  
14 LASC Case No. BC375225 (wage-and-hour case); *Dupont v. Innovative Dining Group*, LASC  
15 Case No. BC391240 (wage-and-hour case); *Fluke v. RFG Oil, Inc.*, LASC Case No. BC403354  
16 (wage-and-hour case); *Urena v. Camachos Restaurant*, LASC Case No. BC365913 (wage-and-  
17 hour case); *Callela v. Dolce Group*, LASC Case No. BC364711 (wage-and-hour case); *Vasquez*  
18 *v. The Hollywood Pig n Whistle LP*, LASC Case No. BC335075 (wage-and-hour case); *Goldman*  
19 *v. Aorta Restaurant Operating LP*, LASC Case No. BC379688 (wage-and-hour case); *Garcia v.*  
20 *California Credits Group*, LASC Case No. BC353213 (wage-and-hour case); *Afanasyev v. Miller*  
21 *Infiniti, Inc.*, LASC Case No. BC350788 (wage-and-hour case); *Morris v. Gymboree, Inc.*, LASC  
22 Case No. BC393270 (wage-and-hour case); *Ortega v. AJC Sandblasting, Inc.*, LASC Case No.  
23 BC378806 (wage-and-hour case); *Lulejyan v. Jim Falk Motors of Beverly Hills, Inc.*, LASC Case  
24 No. BC398459 (wage-and-hour case); and *Rylko v. The Griddle Café, Inc.*, LASC No. BC386126  
25 (wage-and-hour case).

26 6. In addition, CounselOne was certified as class counsel in a consumer-privacy class  
27 action against Apple, Inc. involving approximately one million Californians. *See Deveroux v.*  
28 *Apple, Inc.*, Santa Clara Super. Ct. Case No. 1-14-CV-271773.

7. CounselOne has litigated and successfully settled a number of wage-and-hour class and representative actions against large and small employers. This experience has given us familiarity with California's wage-and-hour protections (including minimum wage, overtime premiums, wage statement itemizations, meal and rest breaks, reimbursement of business expenses, PAGA, etc.) and the various ways employment policies and practices can violate employee rights.

8. In sum, Plaintiff's Counsel is well qualified because of because of our experience, knowledge, and resources to act as counsel and represent Plaintiff and similarly Aggrieved Employees in this action. This experience is helpful in assessing the reasonableness of settlements such as the one at issue here. From this experience Plaintiff's counsel has concluded the present Settlement Agreement is fair, reasonable, and should be approved.

## CASE HISTORY

9. Plaintiff worked for Defendant as a delivery driver from October 2019 through March 2020. During this time Plaintiff worked five days a week, in 12-hour shifts. Plaintiff alleges that he was denied off duty meal and rest breaks and often performed work during his meal and rest breaks, for which he was allegedly not paid. Plaintiff also alleges that expenses that were necessary for him to perform his job duties for Defendant for safety shoes and a company-issued charge card were deducted from his paychecks.

10. On April 7, 2020, I submitted to the LWDA and Defendant a notice of Plaintiff's intent to seek civil penalties pursuant to PAGA as required by the statute for alleged violations of the Labor Code, including unpaid minimum wages, meal period and rest break violations, final pay and pay timing violations, and wage statement violations, under Labor Code §§ 201, 202, 203, 204, 221, 510, 512, 558, 558.1, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1 and 1199. On July 23, 2020, I submitted an amended notice letter to the LWDA and Defendant, which in addition to the Labor Code violations alleged in the prior notice letter, also provided notice of a violation of Labor Code § 221 regarding unlawful deductions from the wages of Plaintiff and other aggrieved employees for, among other things, advance fees and safety shoes. Because the LWDA did not pursue the violations, Plaintiff was deputized to proceed with an action for civil penalties on behalf

1 of himself, the LWDA, and other aggrieved employees.

2 11. Ellsworth filed this action in San Bernardino County Superior Court on May 29,  
3 2020, and filed a First Amended Complaint (FAC) on July 23, 2020. On August 21, 2020,  
4 Defendant removed this action to the United States District Court for the Central District of  
5 California. On September 18, 2020, Ellsworth filed his Second Amended Complaint (SAC).  
6 Defendant filed a motion to dismiss or strike the SAC on October 9, 2020, to which Plaintiff filed  
7 opposition. On December 11, 2020, the district court heard oral argument on Defendant's motion  
8 to dismiss/strike and issued its order the same day. On January 11, 2021, Plaintiff filed his Third  
9 Amended Complaint (TAC).

10 12. On March 26, 2021, Schneider moved to compel arbitration. On April 26, 2021,  
11 the District Court denied the motion to compel arbitration, finding Defendant had waived its right  
12 to compel arbitration. On May 13, 2021, Defendant filed a notice of appeal. On June 14, 2021,  
13 the district court issued an order denying Defendant's motion to stay filed in that court. Defendant  
14 filed an emergency motion in the Ninth Circuit to stay litigation pending its appeal, which the  
15 Ninth Circuit denied on July 7, 2021.

16 13. Throughout this litigation the parties conducted substantial discovery. Defendant  
17 produced thousands of pages of documents, and the parties retained expert witnesses to review and  
18 analyze the produced data. The parties met and conferred numerous times regarding discovery,  
19 and Plaintiff filed a motion to compel further responses. Plaintiff filed his motion for class  
20 certification on July 9, 2021, per the schedule set by the district court. Defendant filed its  
21 opposition on July 30, 2021, and Plaintiff filed his reply on August 13, 2021. Oral argument on  
22 the motion for class certification was heard October 22, 2021. At the hearing, the district court  
23 expressed concern that Plaintiff was no longer typical or adequate to represent the class by virtue  
24 of the district court's ruling that Defendant had waived its right to compel arbitration. Counsel for  
25 Plaintiff requested leave to obtain discovery from Defendant consisting of class member contact  
26 information for the purpose of locating a substitute representative and leave to amend to add the  
27 substitute class representative. On October 28, 2021, the district court issued an order denying  
28 class certification on Plaintiff's Labor Code claims due to a lack of typicality and adequacy, and

1 dismissing Plaintiff's claim under the federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681,  
2 *et seq.*, based on lack of Article III standing.

3 14. On November 12, 2021, Plaintiff filed a petition in the Ninth Circuit Court of  
4 Appeals pursuant to Federal Rule of Civil Procedure 23(f) for permission to appeal the order  
5 denying class certification. The petition focused on the interaction between the waiver of  
6 arbitration by Defendant and Plaintiff's typicality, adequacy, and standing to represent the putative  
7 class. Defendant filed an answer to the petition, and on November 29, 2021 Plaintiff filed a  
8 motion for leave to allow the filing of a reply with a proposed reply brief. If the Ninth Circuit  
9 granted the petition, it could have reversed the district court's denial of class certification, and  
10 Plaintiff could have potentially represented a certifiable class of California drivers. If the Court of  
11 Appeals denied Plaintiff's petition, Plaintiff would have promptly moved to remand this action to  
12 state court. On December 3, 2021, Defendant filed a motion to dismiss its appeal regarding waiver  
13 of arbitration. On January 21, 2022, Plaintiff filed a motion in the Ninth Circuit to dismiss his  
14 appeal, which the Ninth Circuit granted by order dated January 27, 2022. True and correct copies  
15 of the district court and Ninth Circuit docket reports are attached hereto as **Exhibit 5**.

16 15. Plaintiff's counsel analyzed, researched, and investigated the law as applied to the  
17 facts and potential defenses to the claims, engaged in the calculation of potential penalties,  
18 interviewed Plaintiff and witnesses, and obtained supporting facts and documents, assessed trial  
19 management, appellate issues, and litigation risk.

20 16. Although Defendant denied the allegations and vowed to vigorously defend against  
21 them, the Parties agreed to participate in mediation.

#### 22 **THE SETTLEMENT WAS THE RESULT OF ARM'S-LENGTH NEGOTIATION**

23 17. This action was heavily litigated from its commencement. Only after almost two  
24 years of hard-fought litigation, the exchange of formal and informal discovery, the retention of  
25 expert witnesses, the district court's rulings on arbitration and class certification, and the filing of  
26 two appeals did the parties agree to mediate this action. Before the mediation, Defendant provided  
27 Plaintiff with further data regarding the number of aggrieved employees and number of pay periods  
28 during the applicable time frame.

1           18.     On December 20, 2021, the Parties participated in a mediation session with Phillip  
2 Cha, Esq., an experienced mediator in employment matters, where they debated and discussed  
3 their positions.

4           19.     During the mediation, the Parties exchanged further information and discussed all  
5 aspects of the case, including the risks and delays of litigation and the risk to both parties. The  
6 case did not settle at the mediation but did so during the subsequent week following further  
7 negotiations. As part of this Settlement, and in light of the denial of class certification and  
8 dismissal of Plaintiff's federal claim, the Parties agreed to remand this action to state superior court  
9 and to the filing of an amended complaint in the Lawsuit to accurately reflect the PAGA claims  
10 alleged in the Lawsuit and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA  
11 and Defendant (including, without limitation, in Plaintiff's April 7, 2020 and July 23, 2020 PAGA  
12 notice letters), which are being settled pursuant to the Settlement.

13           20.     The settlement negotiations were hard fought and conducted in good faith and at  
14 arm's length between attorneys with substantial experience litigating class actions. The settlement  
15 was the product of a non-collusive settlement process in which the Parties were forced to make  
16 significant compromises in the interest of reaching a full and complete settlement of the action.

17           21.     On December 23, 2021, the Parties entered into a memorandum of understanding.  
18 Thereafter, the Parties negotiated the terms of the long-form settlement agreement and the notice  
19 documents; and selected a settlement administrator.

20           22.     From Plaintiff's counsel review of the facts, strengths, and weaknesses of the case,  
21 the risks and delays posed by further litigation, and Plaintiff's Counsel own prior litigation  
22 experience, I believe the PAGA penalties to be paid are fair, reasonable, and adequate, thereby  
23 justifying Court approval.

24                           **SUMMARY OF PAGA SETTLEMENT TERMS**

25           23.     The Settlement creates a Gross Settlement Fund of \$1,350,000 in exchange for a  
26 release of all PAGA claims that were alleged or could have been alleged in the Lawsuit on behalf  
27 of all Aggrieved Employees. Aggrieved Employees include all persons who were employed as a  
28 driver by Defendant in California and who received wages for work performed at any time from

1 April 7, 2019 through the date of Court approval of the settlement or 90 days from the date of  
2 December 20, 2021, whichever occurs sooner. (Settlement Agreement ¶ 1.) The Court-approved  
3 attorneys' fees (up to \$472,500, which reflects 35 percent of the Gross Settlement Fund) and  
4 litigation costs (up to \$32,000), final costs of settlement administration (up to \$10,000), and the  
5 Enhancement Award to Plaintiff (up to \$10,000) will be paid from the Gross Settlement Fund, and  
6 the resulting Net Settlement Amount will be distributed in accordance with Labor Code § 2699(i),  
7 i.e., 75% to the LWDA and 25% to the Aggrieved Employees. (Settlement Agreement ¶ 34(e).)

8 24. As of November 23, 2021, when the mediation data-pull ended, Defendant  
9 estimated that there were approximately 1,833 Aggrieved Employees, and each Aggrieved  
10 Employee shall be allocated a portion of the 25% share of Net Settlement Amount to be paid to  
11 the Aggrieved Employees on a pro-rata basis ("PAGA Payment"). Each Aggrieved Employee's  
12 Individual PAGA Payment shall be calculated by multiplying the Aggrieved Employees PAGA  
13 Payment by a fraction, the numerator of which is the total number of pay periods in which an  
14 Aggrieved Employee received wages for hours worked during the Settlement Period, and the  
15 denominator of which is the total aggregate number of pay periods in which all Aggrieved  
16 Employees received wages for hours worked during the Settlement Period.

17 25. Pursuant to Labor Code § 2699(l)(2), I am concurrently providing the LWDA with  
18 notice of the Settlement.

19 **PENALTIES ARE APPROPRIATE UNDER THE CIRCUMSTANCES**

20 26. The Gross Settlement Amount of \$1,350,000 represents an excellent recovery that  
21 is large enough to punish or deter Defendant, especially in light of the significant risks entailed by  
22 further litigation.

23 27. To prevail and recover PAGA penalties at trial, Plaintiff would be required to  
24 establish Defendant's liability for the underlying Labor Code claims and the appropriate amount  
25 of recovery, and even if liability is established, the amount of the penalty ultimately awarded is  
26 subject to the Court's discretion. A court may decide not to award maximum civil penalties or  
27 permit stacking of PAGA penalties for multiple violations within a pay period in light of various  
28 considerations, including the employer's good-faith efforts to comply with California law.

Moreover, some authority suggests that civil penalties for “subsequent” violations under the statute cannot be awarded unless the employer has been notified that is it violating the particular Labor Code provision.

28. Defendant maintained and continues to maintain that it had legally compliant employment policies and practices throughout the statutory period. Defendant denied and continues to deny that it ever violated any provision of the California Labor Code and argued that, even assuming such violations occurred, Defendant would not be treated as having engaged in subsequent violations giving rise to heightened penalties. In other words, Defendant argued that heightened civil penalties for subsequent violations would not be assessed unless it could be shown that Defendant had notice that it was violating the law, e.g., it had been cited by a labor agency or adjudged by a court to have done so. Thus, Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply.

29. Plaintiff faced significant challenges in obtaining greater civil penalties, including Defendant’s assertion that all Aggrieved Employees were subject to arbitration agreements that require individual arbitration and prohibit collective relief, including prohibiting PAGA actions. Although the California Supreme Court held in *Iskanian* held that the Federal Arbitration Act (FAA) does preempt representative PAGA actions, the United States Supreme Court recently granted *certiorari* in *Viking River Cruises, Inc. v. Mariana*, U.S. Supreme Court Case No. 20-1573, which will answer the question of whether the Federal Arbitration Act “requires enforcement of a bilateral arbitration agreement providing that an employee cannot raise representative claims, including under PAGA.”

30. Defendant also asserted that Plaintiff’s meal and rest break claims were preempted by recent Department of Transportation (DOT) regulations, namely, 49 C.F.R. § 395.3, citing to recent Ninth Circuit authority in *Int’l Bhd. of Teamsters, Local 2785 v. Fed. Motor Carrier Safety Admin.* (9th Cir. 2021) 986 F.3d 841, 848. Moreover, Defendant asserted defenses to liability, insisting on its compliance with California law. In particular, Defendant contended that drivers used a proprietary computer application which alerted them to take meal and rest breaks; this

1 application also prompted drivers to certify whether any noncompliance with California meal and  
2 rest breaks laws was voluntary. Given Defendant's policies and practices, Defendant contended  
3 the PAGA claim would be unmanageable due to individualized analyses required as to each  
4 Aggrieved Employee, and thus the representative claims should be stricken as authorized by a  
5 recent California appellate opinion, *Wesson v. Staples the Off. Superstore, LLC* (2021) 68 Cal.  
6 App. 5th 746, 763.

7 31. Another important consideration was the length, difficulty, and uncertainty of  
8 further litigation. The litigation that has already occurred over the last two years has been fierce  
9 and substantial. There have been five contested motions in the federal district court, including a  
10 motion to dismiss nearly every claim in the complaint, a discovery motion and motion to strike  
11 that motion, a motion to compel arbitration, a motion to stay litigation pending appeal, and a  
12 motion for class certification; hearings on the motion to dismiss and class certification; a  
13 scheduling conference; an appellate motion to stay litigation pending appeal; an appeal to the Ninth  
14 Circuit of the denial of arbitration; a petition to the Ninth Circuit for permission to appeal the  
15 denial of class certification; written discovery to Defendant by Plaintiff and responses and  
16 document productions by Defendant; Plaintiff's and Defendant's retention of expert witnesses who  
17 submitted declarations in support of and in opposition to class certification; and declarations by  
18 Plaintiff in opposition to arbitration and in support of class certification. Plaintiff's Counsel are  
19 conscious of the cost and duration of continuing to litigate this matter through trial and appeal, a  
20 process that will include hundreds if not thousands of hours of law and motion, written discovery,  
21 document production, depositions, discovery motions, dispositive motions, expert testimony, and  
22 appeals. Plaintiff's Counsel also are conscious of the uncertainty and risk of the outcome of further  
23 litigation, and the difficulties and delays inherent in such litigation.

24 32. Given Defendant's potential defenses to the claimed Labor Code violations at issue,  
25 and the risks and costs of continued litigation, Plaintiff's Counsel applied appropriate discounts in  
26 reaching the instant Settlement. Plaintiff used the initial \$100 per-pay-period violation (as opposed  
27 to the \$200 subsequent per violation rate) to calculate a realistic estimate of \$8,418,700.00 (based  
28 on 84,187 pay periods during the Settlement Period) in potential PAGA penalty exposure. Here,

1 Gross Settlement Fund is \$1,350,000.00, which after deductions provides a substantial sum of at  
2 least \$825,500, with \$619,125 to the State and \$206,375 to Aggrieved Employees. (Settlement  
3 Agreement ¶ 34.)

4 33. This amount achieves PAGA's enforcement objectives by encouraging compliance  
5 with the Labor Code; it also confers a substantial benefit to Aggrieved Employees and the State of  
6 California. As a result, I believe that the Settlement is fair, adequate, and reasonable, and that it is  
7 in the best interests of Aggrieved Employees and the State of California.

8 34. The Settlement Agreement here obviates the risks and hazards of protracted, costly,  
9 and uncertain litigation in favor of an excellent resolution for the Aggrieved Employees. The  
10 Settlement provides that each Aggrieved Employee shall receive notice in the form of the Notice  
11 of Settlement Payment ("Payment Letter"), which explains the case history and the Settlement  
12 Agreement. The Payment Letter will further the LWDA's purpose of the Aggrieved Employees  
13 regarding their rights under the Labor Code. *See* Labor Code § 2699(j) (stating that civil penalties  
14 recovered under PAGA shall be distributed to the LWDA for [among other things] "education of  
15 employers and employees about their rights and responsibilities under this code.").

16 35. Both the Gross and Net Settlement Amounts here are greater than other PAGA  
17 penalty awards approved by California state courts, which typically are between \$7,500.00 and  
18 \$15,000.00 for PAGA claims involving hundreds or thousands of employees, and thus lower pro  
19 rata PAGA payments. *See e.g., Penaloza v. PPG Industries Inc.*, Case No. BC471369, 2013 WL  
20 2917624 at \*2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA penalties of \$5,000.00  
21 for class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259,  
22 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA penalties of  
23 \$10,000.00 for class of approximately 3,000 members). The result here is well within the range  
24 of acceptable settlements under the circumstances, especially when compared to the settlement of  
25 other PAGA actions.<sup>2</sup>

26  
27 <sup>2</sup> *See e.g., DCH Auto Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP4833 (May 2017) (approving  
28 \$15,000 out of \$4 million toward settlement of PAGA claims); *Garcia v. Gordon Trucking, Inc.*, No. 1:10-CV-0324  
AWI SKO, 2012 WL 5364575, at \*3 (E.D. Cal., Oct. 31, 2012) (approving \$10,000 out of \$3.7 million toward  
settlement of PAGA claims); *Schiller v. David's Bridal, Inc.*, No. 1:10-CV-00616-AWI, 2012 WL 2117001, at \*13-  
14 (E.D. Cal. June 11, 2012), *report and recommendation adopted*, No. 1:10-CV-616-AWI-SKO, 2012 WL 13040405

1                                   **REQUEST FOR ATTORNEYS' FEES AWARD AND COSTS**

2           36.     Pursuant to the Settlement Agreement, Class Counsel may request attorneys' fees  
3 of \$472,500, which represents 35% of the common fund. (Settlement Agreement ¶ 34.) This  
4 request is fair, reasonable, and adequate to compensate Plaintiff's Counsel for the substantial work  
5 they have done on this case and the work they will continue to do in bringing this action to a  
6 conclusion and ensuring that Aggrieved Employees receive their payments.

7           37.     The attorneys' fees requested here are consistent with what courts have awarded in  
8 other representative action cases. The following reflects PAGA and composite PAGA/class action  
9 matters in which attorney's fees were awarded on a common fund basis between 33.33% and 40%:

- 10       a.   *Banda v. Verizon California, Inc.*, Los Angeles Superior Court Case No. BC434587 (35%  
11 fee awarded on \$15,000,000 settlement of mixed PAGA/class claims);  
12       b.   *Padilla v. Staffmark Investment, Inc.*, San Bernardino County Superior Court Case No.  
13 CIVDS1408641 (33.33% fee awarded on \$2,000,000 settlement of a PAGA only case);  
14       c.   *Birch v. Office Depot*, United States District Court for the Southern District of California,  
15 Case No. 06cv1690 DMS (40% fee awarded on \$16,000,000 settlement of mixed  
16 PAGA/class claims);  
17       d.   *Zelada v. Majestic Terminal Services*, San Bernardino Superior Court Case No.  
18 CIVDS1916968 (38% fee awarded on \$1,800,000 settlement of a PAGA only case); and  
19       e.   *Garcia v. The Pep Boys*, Orange County Superior Court Case No. 30-20014-007205740-  
20 CU-OE-CJC (33.33% fee awarded on \$1,030,000 settlement of a PAGA only case).

21       38.     Plaintiff's Counsel represented Plaintiff (and the State of California) on a  
22 contingent fee basis and thus had to forgo other matters (contingent and hourly) to litigate this  
23 case, did not receive compensation during this litigation's pendency, and took the risk that they  
24 would not recover their investment of time, money, and resources. Such a burden is difficult for  
25

26 \_\_\_\_\_  
27 (E.D. Cal. June 28, 2012) (approving \$10,000 out of \$518,245 toward settlement of PAGA claims); *Chu v. Wells*  
28 *Fargo Investments, LLC*, No. C-05-4526-MHP, 2011 WL 672645, at \*1 (N.D. Cal. Feb. 16, 2011) (approving \$10,000  
out of \$6.9 million toward settlement of PAGA claims); *Franco v. Ruiz Food Products, Inc.*, No. 1:10-CV-02354-  
SKO, 2012 WL 5941801, at \*13, \*14 (E.D. Cal. Nov. 27, 2012) (approving \$10,000 out of \$2.5 million toward  
settlement of PAGA claims); *Nordstrom Commissions Case*, 186 Cal.App.4th 576, 589 (2010) (upholding settlement  
allocating \$0 toward the settlement of PAGA claims in the action).

1 Plaintiff's Counsel, and simply recovering an hourly rate does not reflect the true value of the risks.

2 39. The lodestar method also justifies Plaintiff's Counsel's fee request. Plaintiff's  
3 Counsel's rates are commensurate with the prevailing market rates in California for attorneys of  
4 comparable experience and skill handling complex litigation. Plaintiff's Counsel's rates are based  
5 on prevailing fees in this geographical area and have been approved in the California courts.

6 40. The attorneys' fees award is intended to reimburse Plaintiff's Counsel for all  
7 uncompensated work that they have already done and for all the work they will continue to do. To  
8 investigate, litigate, and negotiate and craft the Settlement, Plaintiff's Counsel spent a substantial  
9 number of hours working on this case. Reasonable hours included a significant expenditure of  
10 Plaintiff's Counsel's time in the following areas: conducting extensive pre-filing investigation,  
11 analyzing Plaintiff's claims, conducting legal research and analysis, drafting four versions of the  
12 complaint, opposing a motion to dismiss nearly every claim, opposing a motion to compel  
13 arbitration, opposing two motions to stay litigation pending appeal of the denial of arbitration in  
14 both the district and appellate courts, preparing a FRCP 26(f) report and participating in a Rule 16  
15 scheduling conference, drafting initial disclosures, propounding written discovery, meeting and  
16 conferring with defense counsel regarding discovery and scheduling, reviewing and analyzing  
17 documents produced by Defendant, moving to compel further discovery responses, opposing an  
18 *ex parte* motion to strike the motion to compel discovery, retaining an expert to analyze  
19 defendant's data and submit two declarations in support of class certification, working with  
20 Plaintiff to submit declarations by him in opposition to arbitration and in support of class  
21 certification, preparing a motion class certification and supporting documents and reply, arguing  
22 at the hearings on the motion to dismiss and for class certification, preparing a petition for  
23 permission to appeal the denial of certification to the Ninth Circuit and a reply brief and motion to  
24 file the reply, participating in an appellate mediation related to Defendant's arbitration appeal,  
25 analyzing Defendant's data related to the PAGA mediation, drafting a mediation brief, preparing  
26 for and attending (virtually) an all-day mediation, negotiating and preparing the Memorandum of  
27 Understanding and Settlement Agreement, obtaining a bid from the Settlement Administrator, and  
28 drafting the approval motion and supporting documents. The Attorney Task and Time Chart

attached hereto as **Exhibit 2** provides more information regarding tasks performed by attorneys at CounselOne, PC.

41. The following table summarizes the hours worked, hourly rates, and attorneys' fees incurred throughout this Lawsuit:

| Attorneys                      | Year Admitted | Hours | Rate  | Total        |
|--------------------------------|---------------|-------|-------|--------------|
| Anthony J. Orshansky           | 1998          | 31.9  | \$745 | \$23,765.50  |
| Anthony J. Orshansky (est.)    | 1998          | 5     | \$745 | \$3,725.00   |
| Alexandria Kachadoorian        | 2005          | 269.1 | \$675 | \$181,642.50 |
| Alexandria Kachadoorian (est.) | 2005          | 5     | \$675 | \$3,375.00   |
| Justin Kachadoorian            | 2008          | 456.8 | \$625 | \$285,500.00 |
| Justin Kachadoorian (est.)     | 2008          | 5     | \$625 | \$3,125.00   |
| <b>Total</b>                   |               | 772.8 |       | \$501,133.00 |

42. The Attorney Task and Time Chart provided to the Court is a business record that was prepared through extensive review of memoranda and case notes prepared by attorneys who worked on this case, correspondence to and from attorneys who worked on this matter, court filings, and other documents maintained by CounselOne in physical and electronic files for this matter, including and not limited to, a large volume of documents. I have reviewed our firm's records, the work performed by me, as well as the work performed by other attorneys at our firm, and hereby attest that the records submitted to the Court are accurate and that attorneys at CounselOne, PC have spent no less than 757.8 hours on the case over the course of this litigation (excluding anticipated future time).

1           43.     The reasonableness of Class Counsel's hourly rates is confirmed by comparing such  
2 rates with the rates of comparable counsel practicing complex and class litigation as detailed in  
3 the National Law Journal Billing Survey. (See, e.g., *Zest IP Holdings, LLC v. Implant Direct*  
4 *MFG., LLC* (S.D. Cal. 2014) 2014 U.S. Dist. LEXIS 167563 [finding that "Mayer Brown's \$775  
5 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are  
6 reasonable rates when compared within 21 other firms practicing in the Southern District of  
7 California].) This survey is useful to show that Plaintiff's Counsel's rates are in line with the  
8 comparable rates of the defense counsel that opposes these types of class claims, such as Mayer  
9 Brown. In another example, Sheppard Mullin Richter & Hampton, which is often opposing  
10 counsel in cases prosecuted by Plaintiff's Counsel, charges rates as high as \$875 for partners and  
11 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases,  
12 charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates  
13 charged by Plaintiff's Counsel for comparable work are equal to or less than these examples and  
14 are therefore reasonable.

15           44.     Multiplying the attorney hours by the hourly rates listed above yields the total  
16 lodestar figure of \$501,133.00. This lodestar calculation includes a figure for estimated ("est.")  
17 time which reflects the best estimate of Class Counsel, based on experience, for the amount of  
18 additional time that will be expended on activities subsequent to the filing of this Motion. Such  
19 activities include, for example, appearance at the approval hearing, post-hearing correspondence  
20 and conversations related to distribution of settlement proceeds, and the likely numerous  
21 communications with Aggrieved Employees and the settlement administrator. In addition,  
22 CounselOne seeks fees for work performed only by attorneys at the firm; paralegal time, though  
23 incurred, has not been included.

24           45.     As demonstrated above, Plaintiff's Counsel's lodestar for this Lawsuit exceeds the  
25 fees requested and would result in a negative multiplier of .96.

26           46.     Importantly, representation provided by CounselOne in the above-captioned matter  
27 has been on a contingency basis; Plaintiff agreed to a contingency fee and was not billed  
28 contemporaneously for his attorneys' services. CounselOne took on this matter without knowing

1 whether it would obtain any recovery. Since early 2020, attorneys at CounselOne have invested  
2 hundreds of hours of time in this case and advanced all costs incurred by Plaintiff to date.  
3 Plaintiff's Counsel performed this work in an uncertain legal landscape, as discussed above,  
4 against a corporation represented by experienced employment attorneys. When we take contingent  
5 cases, we must pay careful attention to the economics involved or one bad case can destroy years  
6 of work. Moreover, the time commitment required to prosecute this case required us to turn down  
7 other matters that we would have otherwise been able to handle.

8 47. Contingent-fee cases present the very real risk of working hundreds if not thousands  
9 of hours that may never be entirely compensated. While the case is being litigated, counsel must  
10 pay overhead (salaries, rent, etc.), pay their own expenses, and in most cases pay the out-of-pocket  
11 expenses incurred on the plaintiff's behalf. The prospect of a court-awarded fee does not greatly  
12 reduce the risk posed by these cases; in many cases the prospect is nothing more than a potential  
13 that never materializes. First, one must win the case to get a court-awarded fee; even those cases  
14 that seem strongest at the onset can be lost and sometimes are lost. Second, there are always the  
15 pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the client  
16 may accept without ensuring that counsel receive a reasonable fee or changes in the law that  
17 substantially affect the merits of the case, or other uncertainties involving the client. Finally, there  
18 is the great risk inherent in advancing tens of thousands of dollars in out-of-pocket expenses.

19 48. As discussed, this case presented significant risks. Accordingly, it is fair and  
20 reasonable to account for these risks in compensating Plaintiff's Counsel. Plaintiff's Counsel  
21 should also be compensated for the risks involved in undertaking this litigation and expending  
22 considerable effort, all while working on a pure contingency basis. During this time Plaintiff's  
23 counsel expended \$19,435.87 in costs and have devoted substantial time to this litigation. Given  
24 the considerable potential for adverse outcomes in this case, including but not limited to being  
25 compelled to individual arbitration, losing a motion to strike the representative PAGA allegations,  
26 as well as adverse outcomes on summary judgment, at trial, or on appeal, the contingent risk borne  
27 by Plaintiff's counsel was considerable.

28 49. Plaintiff's Counsel's previous experience in litigating PAGA and employment class

1 actions also supports the reasonableness of the fee request. Plaintiff's Counsel are well-versed in  
2 wage-and-hour litigation. Plaintiff's Counsel's experience in similar matters was integral in  
3 evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement.  
4 Practice in the field of wage-and-hour litigation requires skill and knowledge concerning the  
5 rapidly evolving substantive law, as well as the procedural law. Plaintiff's counsel negotiated a  
6 substantial recovery beyond the amount of penalties normally obtained in PAGA settlements. That  
7 Plaintiff's Counsel achieved these results without engaging in a protracted legal battle, in the face  
8 of serious defense challenges and an uncertain legal landscape, confirms the strength of the results  
9 achieved.

10 50. As noted above, Plaintiff's Counsel have incurred \$19,435.87 in litigation costs,  
11 which are itemized in **Exhibit 3**, attached. The cost breakdown above does not include Westlaw  
12 fees or copy charges.

13 51. The costs incurred by CounselOne in this matter benefited the Aggrieved  
14 Employees and are of the type routinely billed by attorneys in such litigation and are reasonable.  
15 I have reviewed CounselOne's accounting records and can attest to the appropriateness and  
16 necessity of the costs. Therefore, the Court should approve Plaintiff's Counsel's request for costs.

17 **ENHANCEMENT AWARD TO THE NAMED PLAINTIFF**

18 52. Plaintiff Jarrell Ellsworth has dutifully served the Aggrieved Employees  
19 throughout this litigation and deserves a service award in the amount of \$10,000 for his effort and  
20 initiative in bringing the action and helping to prosecute it. Mr. Ellsworth experienced the Labor  
21 Code violations at issue in this lawsuit, undertook an effort to investigate and redress those  
22 violations, contacted attorneys, and filed a class and PAGA action as a named plaintiff. Mr.  
23 Ellsworth was aware of the risks that a class action entails and the time commitment involved.  
24 Nevertheless Mr. Ellsworth decided to file this action and has been intimately involved in the case  
25 since its inception. He spent a significant amount of time, approximately 60 hours, helping  
26 CounselOne prosecute this action, including but not limited to frequently communicating with his  
27 attorneys for more than two years regarding this case, providing information about Defendant and  
28 the trucking industry, producing relevant documents, identifying potential witnesses, assisting

1 counsel in drafting and amending the pleadings, assisting Plaintiff's Counsel in understanding the  
2 documents and discovery produced by Defendant, working with Plaintiff's Counsel to prepare  
3 declarations relating to Defendant's motion to compel arbitration and Plaintiff's motion for class  
4 certification, preparing for his noticed deposition, participating in mediation and settlement  
5 discussions, reviewing, discussing, and evaluating the terms of and signing the Settlement  
6 Agreement, and regularly requesting updates on the status of the case.

7 53. The courage it took to stand up to Defendant in this way should not be  
8 underestimated. By suing Defendant, Mr. Ellsworth increased his risk of retaliation by prospective  
9 employers to which he may apply in the future, as well as his current employer and colleagues.  
10 Mr. Ellsworth has now cost Defendant a substantial sum of money through his courage in  
11 vindicating the rights of the Aggrieved Employees throughout California. This conduct will not  
12 be lost on a prospective employer who has to choose between an applicant who has never sued a  
13 prior employer and one who has. This risk is particularly real in the information age, where  
14 employers readily run background checks on prospective employees.

15 54. Defendant is one of the country's premier motor carriers. Plaintiff is a trucker by  
16 trade but sued one of the largest trucking companies in the country at the start of his career in order  
17 to vindicate the rights of California employees. This Lawsuit has garnered widespread attention  
18 on the Internet, as a Google search of the Plaintiff's name demonstrates. Moreover, the Notice of  
19 Settlement Payment will be sent to almost two thousand Aggrieved Employees and garner  
20 widespread attention. This attention may affect Mr. Ellsworth's future employment prospects in  
21 the trucking industry. Indeed, Mr. Ellsworth has significant concerns regarding this action's effect  
22 on his current search for employment.

23 55. Nevertheless, Mr. Ellsworth's involvement was exceptional. Mr. Ellsworth  
24 invested significant time and effort into seeing this litigation through to resolution, and the  
25 Aggrieved Employees would not receive anything if it were not for his decision to pursue these  
26 claims. Despite the personal risks to Mr. Ellsworth and the need for continued employment, he  
27 has proactively kept in contact with me and other attorneys at CounselOne over the last two years  
28 to assist in the prosecution of this action and monitor its progress. He participated in many lengthy

1 telephonic communications, produced relevant documents, assisted counsel in identifying  
2 witnesses, assisted counsel in preparing declarations, discussed the terms of the Settlement with  
3 his counsel, and reviewed and signed the Agreement.

4 56. Moreover, by bringing this Lawsuit and entering into the Agreement, Mr. Ellsworth  
5 has agreed to pursue collective claims on behalf of other employees rather than pursue his  
6 potentially more valuable individual claim for wrongful termination based on the underlying wage-  
7 and-hour violations which could have resolved far sooner. In fact, to effectuate the Settlement,  
8 Mr. Ellsworth has entered into a broad, general release of all claims against Defendant, including  
9 such individual claims.

10 57. Mr. Ellsworth has diligently, adequately, and fairly represented the Aggrieved  
11 Employees and has not placed his interests above other Aggrieved Employees. Nor is he receiving  
12 any compensation additional to that provided by the Settlement.

13 58. In light of the above considerations, I believe that the requested service award to  
14 Mr. Ellsworth in the amount of \$10,000 is fair and reasonable. California courts routinely grant  
15 service awards in excess of this amount in employment class actions. *See, e.g., Joel v. Athlete's*  
16 *Foot Group* (Los Angeles County Super. Ct. Case No. BC234231 (\$25,000)); *Fiez v. Brown Group*  
17 *Retail Inc.*, dba Famous Footwear (Orange Super. Ct. Case No. 01CC00381 (\$35,000 to current  
18 employee of defendant and \$20,000 to former employee)); *Barry v. Cost Plus, Inc.* (Orange Super.  
19 Ct. Case No. 01CC00380 (\$35,000 for each named plaintiff)); *Lajoie v. The Picture People, Inc.*  
20 (Orange Super. Ct. Case No. 01CC00324 (\$25,000 each for two named plaintiffs)); *Crandall v.*  
21 *U-Haul Corporation* (Los Angeles County Super. Ct. Case No. BC178775 (\$20,000 for each  
22 named plaintiff)); *Franco v. Vans, Inc.* (Orange Super. Ct. Case No. 01CC03995 (\$35,000 for each  
23 named plaintiff)); *Hogue v. WH Smith of Nevada, Inc.* (San Diego Super. Ct. Case No. G1C 830653  
24 (\$20,000)); *Bennett v. Countrywide Financial Corporation* (San Diego Super. Ct. Case No.  
25 GIC840981 (\$35,000)). Plaintiff's request for a service award in the amount of \$10,000 is  
26 appropriate and justified as part of the settlement and should be finally approved.

#### 27 AMENDED COMPLAINT

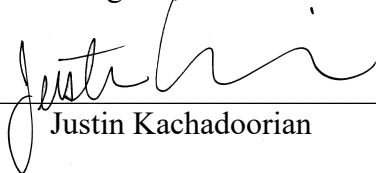
28 59. The Parties have agreed, as a condition of settlement and subject to the Court's

1 approval, to the filing of an amended complaint to accurately reflect the PAGA claims alleged in  
2 the Lawsuit and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA and  
3 Defendant (including, without limitation, in Plaintiff's April 7, 2020 and July 23, 2020 PAGA  
4 notice letters), which are being settled pursuant to the Agreement. (Settlement Agreement ¶ 21.)

5 60. Attached hereto as **Exhibit 4** is a true and correct copy of the proposed Fourth  
6 Amended Complaint. Pursuant to ¶¶ 21 and 30.b of the Agreement, respectively, upon Plaintiff's  
7 filing of the Fourth Amended Complaint following receipt of approval from the Court to do so,  
8 the Fourth Amended Complaint shall be deemed to have been generally denied by Defendant.

9 I declare under penalty of perjury under the laws of the State of California that the  
10 foregoing is true and correct.

11 Executed this 15th day of March 2022, at Los Angeles, California.

12  
13   
14 Justin Kachadoorian

# Exhibit 1

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (“Agreement” or “Settlement”) is entered into between Plaintiff Jarrell Ellsworth (“Plaintiff”), on his own behalf and as a proxy on behalf of the California Labor and Workforce Development Agency (the “LWDA”) and as a representative of the “Aggrieved Employees” described herein, on the one hand, and Defendant Schneider National Carriers, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.”

### **DEFINITIONS**

#### **A. Definition of “Aggrieved Employees” and “Settlement Period”**

1. “Aggrieved Employees” shall mean all persons who were employed as a driver by Defendant and who received wages for work performed at any time from April 7, 2019 through the date of Court approval of the settlement or 90 days from the date of December 20, 2021, whichever occurs sooner.

2. “Settlement Period” means the inclusive time period from April 7, 2019 through Court approval of the settlement or 90 days from the date of December 20, 2021, whichever occurs sooner.

#### **B. Additional Definitions**

When used in this Agreement, along with the specified terms set forth above and elsewhere in this Agreement, the following terms have the meanings specified below:

3. “Net Settlement Amount” means \$1,350,000.00, less Court-approved attorneys’ fees and litigation costs, final costs of settlement administration, and any approved Enhancement Award to Plaintiff paid out of the Gross Settlement Fund (as defined below), 75% of which will be distributed to the LWDA and 25% of which will be distributed to the Aggrieved Employees pursuant to the methodology described below.

4. “Court” means the Superior Court of the State of California for the County of San Bernardino.

5. “Effective Date” means 65 days after service of notice of entry of the Court’s Order

approving this Settlement and judgment thereon, or if an appeal is taken from any aspect of the Court's Order regarding approval of this Agreement and/or the judgment entered thereon, then 21 days after the later of either (i) the appeal being withdrawn or (ii) the exhaustion of all available appellate review and an appellate decision affirming the Order granting approval of the Settlement or judgment thereon becoming final and not subject to further appellate review.

6. "Enhancement Award" means the \$10,000.00 payment to Plaintiff from the Gross Settlement Fund in exchange for Plaintiff's general release of all known and unknown claims against Defendant, as set forth herein. The Enhancement Award is in addition to Plaintiff's respective share of the Net Settlement Amount as an Aggrieved Employee under the terms of this Agreement.

7. "Gross Settlement Fund" means One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00), which is the total maximum sum that Defendant has agreed to pay to settle the Lawsuit in accordance with the terms of this Agreement. In no event will Defendant be required to pay more than this amount under the terms of this Agreement, including without limitation Plaintiff's Enhancement Award, governmental and other penalties payments (including to the LWDA as set forth below), if any, settlement administration fees and costs, and attorneys' fees and costs. None of the Gross Settlement Fund will be payable by Defendant prior to approval by the Court of the settlement and the occurrence of all conditions precedent as set forth in this Settlement Agreement as approved by the Court.

8. "Labor Code" shall mean the California Labor Code.

9. "Lawsuit" shall mean the civil action, styled as *JARRELL ELLSWORTH, on behalf of himself and others similarly situated v. SCHNEIDER NATIONAL CARRIERS, INC., a Nevada corporation; and DOES 1 through 5, inclusive*, filed on May 29, 2020, in San Bernardino County Superior Court, Case No. CIVDS 2012486.

10. "PAGA" shall mean the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. "Plaintiff" or "Named Plaintiff" shall refer to Plaintiff Jarrell Ellsworth.

12. “Plaintiff’s Counsel” means Anthony Orshansky, Alexandria R. Kachadoorian and Justin Kachadoorian of CounselOne, PC. As set forth below, Plaintiff’s Counsel may apply to the Court for an award to be paid from the Gross Settlement Fund of attorneys’ fees and costs and expenses incurred in connection with the prosecution of this matter, and all of the work remaining to be performed by Plaintiff’s Counsel in documenting the Settlement, securing Court approval of the Settlement (including all related appellate work, if any), carrying out their duties to see that the Settlement is fairly administered and implemented, and obtaining dismissal of the action.

13. The “Released Claims” means any claim for civil penalties under the PAGA and all other related remedies available under the PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys’ fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts and/or theories alleged in the PAGA claims filed in the Lawsuit and/or in any notice provided pursuant to PAGA by Ellsworth to the LWDA and Defendant (including, without limitation, in Ellsworth’s April 7, 2020 and July 23, 2020 PAGA notice letters), arising out of, based on or related to any violation of Labor Code §§ 201, 202, 203, 204, 221, 226, 510, 512, 558, 558.1, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1199 that occurred, arose or accrued at any time during the Settlement Period.

14. “Released Parties” means Defendant Schneider National Carriers, Inc. and each of its affiliates, parent companies (including Schneider National, Inc.), subsidiaries, shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans,

predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

15. “Settlement Administrator” means Atticus Administration, LLC, which is a qualified third-party settlement administrator retained by the Plaintiff’s Counsel to issue checks, handle all tax reporting, issue appropriate tax forms to Plaintiff, Plaintiff’s Counsel, and all Aggrieved Employees, and such other related tasks as the Parties may request. The Settlement Administrator’s duties of administration shall include, without limitation, receiving and updating through normal and customary procedures the list of Aggrieved Employees to be produced by Defendant, so that it is updated prior to the Notice being mailed, printing and mailing the Court approved Notice of Settlement, performing necessary additional skip traces on Notices and/or checks returned as undeliverable, calculating Aggrieved Employees’ shares of the Settlement Amount, preparing and mailing of settlement checks, responding to Aggrieved Employees’ inquiries as appropriate, preparing any appropriate tax forms in connection with the settlement payments and remitting those forms and any required payments to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. All administration fees for the Settlement Administrator’s services will be paid out of the Gross Settlement Fund.

### **BACKGROUND AND FACTUAL RECITALS**

16. On April 7, 2020, Ellsworth, through his attorneys, sent a letter via electronic submission and certified mail to the LWDA and Defendant, respectively, providing notice of alleged violations of the Labor Code, including for alleged unpaid minimum wages, meal and rest break violations, final pay and pay timing violations and wage statement violations, allegedly in violation of Labor Code §§ 201, 202, 203, 204, 221, 510, 512, 558, 558.1, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1 and 1199. The LWDA elected not to investigate the alleged violations. Accordingly, by operation of law (Labor Code § 2699(a) and § 2699.3(a)), Ellsworth was “deputized” to proceed with a civil lawsuit for civil penalties on behalf of himself, the LWDA, and other allegedly “aggrieved employees.”

17. On July 23, 2020, Ellsworth, through his attorneys, sent an “AMENDED NOTICE” letter via electronic submission and certified mail to the LWDA and Defendant, respectively, reasserting the same purported Labor Code violations set forth in his April 7, 2020 letter, but which also provided notice of an alleged violation of Labor Code § 221 for allegedly unlawful deductions from the wages of Ellsworth and other aggrieved employees for, among other things, advance fees and safety shoes. The LWDA elected not to investigate the alleged violations. Accordingly, by operation of law (Labor Code § 2699(a) and § 2699.3(a)), Ellsworth was “deputized” to proceed with a civil lawsuit for civil penalties on behalf of himself, the LWDA, and other allegedly “aggrieved employees.”

18. On May 29, 2020, Ellsworth filed the Lawsuit in San Bernardino County Superior Court, styling the Lawsuit as a putative class action and a PAGA representative action. Ellsworth then filed a First Amended Class and Representative Action Complaint on July 23, 2020 alleging 11 causes of action for meal and rest break violations, unpaid regular and minimum wages, failure to provide accurate itemized wage statements, waiting time penalties, unlawful deductions and unreimbursed business expenses, unfair business practices, derivative civil penalties under PAGA, and alleged individual and putative class action claims for violations of the Investigative Consumer Reporting Agencies Act (“ICRAA”) and the Fair Credit Reporting Act (“FCRA”).

19. The action was removed to federal court, where certain claims were narrowed or eliminated via law and motion practice, and where on October 28, 2021, the federal court issued an order denying Plaintiff’s motion for class certification on his California Labor Code and FCRA claims, respectively, the effect of which was to eliminate all class claims and to eliminate the FCRA claim on both a class and individual basis as pled in the currently-operative Third Amended Complaint.

20. The Parties have engaged in significant litigation and both informal and formal discovery, including numerous motions, and appellate proceedings. Defendant then provided Plaintiff’s Counsel with adequate data to perform an exposure analysis.

21. On December 20, 2021, the Parties participated in a full-day mediation with private

mediator Phillip Cha, Esq. The case did not resolve at the mediation, but on December 21, 2020, the parties accepted a mediator's proposal presented by Mr. Cha, subject to the negotiation, preparation and execution of this Agreement and the Court's approval thereof. As part of this Settlement, the Parties have agreed to the filing of an amended complaint in the Lawsuit to accurately reflect the PAGA claims alleged in the Lawsuit and/or in any notice provided pursuant to PAGA by Ellsworth to the LWDA and Defendant (including, without limitation, in Ellsworth's April 7, 2020 and July 23, 2020 PAGA notice letters), which are being settled pursuant to this Agreement.

22. Defendant at all times has denied Plaintiff's claims and maintains this position. Nonetheless, Defendant has concluded that further litigation will be protracted and expensive, and would also divert management and employee time. Defendant has taken into account the uncertainty and risks inherent in litigation and has, therefore, concluded that it is desirable that the claims in the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Agreement.

23. The Parties expressly acknowledge that nothing in this Agreement, nor the fact of the Agreement itself, shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing of any kind by Defendant, nor shall it constitute an admission on behalf of Defendant of any fact or allegations against it. Defendant at all times has denied Plaintiff's claims and maintains this position.

24. Plaintiff and Plaintiff's Counsel believe that the claims asserted in the Lawsuit have merit. Plaintiff and Plaintiff's Counsel, however, recognize and acknowledge the significant expense and length of continued proceedings necessary to prosecute the litigation of the Released Claims against Defendant through trial and through appeals. Plaintiff and Plaintiff's Counsel are also mindful of the possible defenses to the Released Claims. After careful consideration and mediation, Plaintiff and Plaintiff's Counsel have concluded that it is desirable that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Agreement.

25. Defendant contends that there is inherent risk in proceeding with this Lawsuit

based on the current uncertainty of California jurisprudence with respect to PAGA and the underlying claims, including in light of the United States Supreme Court's recent grant of *certiorari* in *Viking River Cruises, Inc. v. Moriana*, U.S. Supreme Court Case No. 20-1573, which will answer the question of whether the Federal Arbitration Act "requires enforcement of a bilateral arbitration agreement providing that an employee cannot raise representative claims, including under PAGA." Because Defendant asserts that a majority of aggrieved employees have entered into arbitration agreements with Defendant, and in light of the foregoing, the Parties agree that the Settlement set forth herein adequately balances the risk of proceeding with the claims against any potential recovery for the Plaintiff, LWDA, and the Aggrieved Employees and, therefore, the Agreement represents a fair and just compromise of the Released Claims.

26. It is the desire of the Parties that Plaintiff shall release fully and completely for the Settlement Period, with respect to Plaintiff, the LWDA, and all Aggrieved Employees, all of the Released Claims.

27. It is also the desire of the Parties that Plaintiff shall release fully and completely release any and all claims, whether known or unknown, including without limitation those alleged individually on his own behalf in the Lawsuit, against Defendant, its heirs, successors or assigns prior to and through the date this Agreement is approved by the Court and, further, that Plaintiff waives the protection of Section 1542 of the Civil Code, as set forth more fully below.

28. The Parties and their respective counsel of record deem the Agreement to be fair and reasonable and have arrived at the Agreement in arms-length negotiations taking into account all relevant factors, present or potential.

#### **COURT APPROVAL OF THE AGREEMENT**

29. The Parties and their respective counsel shall, in good faith, take all necessary steps to implement this Agreement, any steps that may be requested by the Court relating to the approval of this Agreement as quickly as possible, and shall otherwise use their respective best efforts to obtain Court approval of this Agreement and implement this Agreement. The procedure for obtaining Court approval of this Agreement and implementing this Agreement shall be as set forth

below.

30. As soon as practicable after this Agreement has been signed by all parties and their counsel, Plaintiff shall submit a motion to the Court for approval of this Agreement pursuant to Labor Code § 2699(l). Plaintiff will request entry of an order that accomplishes the following:

- a. Approves the Agreement;
- b. Provides that Plaintiff has leave to file an amended complaint as described herein which shall be deemed to have been generally denied by Defendant, there has not been any tolling of the applicable statute of limitation periods as to any claims that are not Released Claims, and the Court shall retain continuing jurisdiction over the Parties, the LWDA, and the Aggrieved Employees to enforce the Agreement; and
- c. Enters judgment in accordance with the terms of this Agreement, including without limitation the permanent injunction provisions.

31. Neither Defendant, nor its counsel, shall oppose Plaintiff's Motion as set forth in Paragraph 32, including Plaintiff's Counsel's Request for Attorneys' Fees and Costs, if made in accordance with this Agreement.

32. Plaintiff's Counsel shall be responsible for ensuring that all required submittals and notifications to the LWDA under PAGA regarding this Settlement are made by Plaintiff, and that at least the following documents are filed with the Court in anticipation of the approval hearing:

- a. A duly-noticed motion, accompanying memorandum of points and authorities prepared by Plaintiff's Counsel (and approved by Defendant's counsel), and such other pleadings, evidence, or other documents as may be necessary for the Court to approve the Agreement.
- b. A [Proposed] Order and Judgment for the Court's signature (i) to approve this Agreement, (ii) to provide that Plaintiff has leave to file an amended complaint as described herein, the allegations of which shall be deemed to have been generally denied by Defendant, there has not been any tolling of the applicable statute of limitation periods as to any claims that are not Released Claims, and the Court shall

retain continuing jurisdiction over the Parties, the LWDA, and the Aggrieved Employees to enforce the Agreement; (iii) to enter judgment consistent with this Agreement, including without limitation the permanent injunction provisions.

33. Plaintiff's Counsel will prepare Plaintiff's motion for approval of the settlement, and not later than five court days prior to the submission thereof to the Court, they will submit near-final drafts thereof (including the proposed amended complaint, all supporting papers and proposed order and judgment) to counsel for Defendant for their review and comment. Counsel for Defendant agrees to respond to Plaintiff's Counsel within 3 calendar days of receiving the papers in support of approval of this agreement, with any changes made, tracked in redline.

#### **SETTLEMENT CALCULATIONS AND PAYMENTS**

34. All amounts paid as part of this Settlement shall be paid out of the Gross Settlement Fund. These amounts shall be, subject to adjustment as set forth in this Agreement, as follows:

- a. \$472,500.00 (35% of the Gross Settlement Fund) for attorneys' fees to be paid to Plaintiff's Counsel (or such other amount as the Court approves);
- b. Up to \$32,000.00 as reimbursement for litigation costs incurred to be paid to Plaintiff's Counsel (or such other amount as the Court approves);
- c. \$10,000.00 for the Enhancement Award to be paid to Plaintiff (or such other amount as the Court approves);
- d. Up to \$10,000.00 for costs of settlement administration to be paid to the Settlement Administrator (or such other amount as the Court approves);
- e. The Net Settlement Amount (\$1,350,000.00 less approved attorneys' fees, litigation costs, Plaintiff's Enhancement Award, and final administration costs) of which 75% shall be paid to the LWDA and 25% shall be paid to the Aggrieved Employees.
- f. The Parties agree that the Settlement shall not be contingent upon the Court awarding Plaintiff's Counsel any particular amount for attorneys' fees or costs and/or on awarding Plaintiff any particular amount as an Enhancement Award.

35. Defendant shall have no obligation to make any payment whatsoever beyond what is set forth in Paragraph 7 (i.e., the Gross Settlement Fund). Defendant shall pay the Gross Settlement Fund Amount into a Qualified Settlement Fund (“QSF”) established by the Settlement Administrator within 10 business days after occurrence of all of the following: (1) the Effective Date, (2) Plaintiff’s filing of the amended complaint, and (3) establishment of the QSF and Defendant being provided wiring instructions for the same.

36. In the event that a lesser sum is awarded for the attorneys’ fees and costs referenced above in Paragraph 34(a)-(b), or for the Enhancement Award referenced above in Paragraph 34(c), the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiff’s Counsel and/or Plaintiff to terminate the settlement, but such an order shall be appealable by them. In the event that such an appeal is filed, administration of the settlement shall be stayed pending resolution of the appeal. Thereafter, if after the exhaustion of such appellate review, any additional amounts remain which are distributable to the Aggrieved Employees, the cost of administration of such additional payments will be paid out of such additional amounts, and will not be chargeable to or payable by Defendant. Any amount not awarded in fees and/or costs, or as an Enhancement Award, but which is not challenged via appeal by Plaintiff and/or Plaintiff’s Counsel, shall be added to the Net Settlement Amount and distributed to the LWDA and the Aggrieved Employees in accordance with the terms of this Settlement Agreement.

37. Each of the Aggrieved Employees shall be allocated a portion of the 25% share of Net Settlement Amount to be paid to the Aggrieved Employees on a pro-rata basis (the “Aggrieved Employees PAGA Payment”). Each Aggrieved Employee’s Individual PAGA Payment shall be calculated, by multiplying the Aggrieved Employees PAGA Payment by a fraction, the numerator of which is the total number of pay periods in which an Aggrieved Employee received wages for hours worked during the Settlement Period, and the denominator of which is the total aggregate number of pay periods in which all Aggrieved Employees received wages for hours worked during the Settlement Period. For purposes of mediation, the Aggrieved Employees were estimated to have received wages for hours worked in a total of 84,187 pay periods.

38. The Parties are mindful that the total consideration payable hereunder is comprised of a number of separate and distinct claims by Plaintiff, the Aggrieved Employees, and the LWDA. Accordingly, having considered the matter in detail, having performed their own separate and independent computations and estimation of the amounts potentially awardable to Plaintiff, the Aggrieved Employees, and the LWDA at trial, and having done the foregoing with complete and satisfactory access to, and advice from, accounting and legal advisors, the Parties mutually consent and agree that the Gross Settlement Fund be apportioned among the various claims in this action as set forth above, as it is a reasonable and arm's length determination of the character of the distribution for all purposes.

39. Within 10 business days after the Effective Date, Defendant will provide to the Settlement Administrator an Excel spreadsheet including the following information for each Aggrieved Employee. Defendant shall provide for each Aggrieved Employee, his/her: (1) name; (2) last known address, (3) phone number, (4) hire date of record with Defendant, (5) termination date of record with Defendant, (6) Social Security Number, and (7) the number of pay periods in which the employee received wages for hours worked from Defendant during the Settlement Period. This data shall be collectively referred to as the "Database." The Database provided to the Settlement Administrator shall be used only by the Settlement Administrator and only for purposes of administering the settlement as provided for in this Agreement, and the Settlement Administrator shall not disclose the contents thereof except as expressly permitted under this Agreement. The restrictions on the use and disclosure of the Database set forth in this Agreement shall be deemed, upon entry of the Court's Order granting approval of this Settlement, to be a protective order entered by the Court subject to full enforcement by the Parties to this Agreement and the Court, and by taking on the administration of the Settlement, the Settlement Administrator agrees that it and its employees, agents and representatives are bound by such protective order.

40. Within 15 calendar days following its receipt of the Database, the Settlement Administrator shall disburse the Gross Settlement Fund by (a) sending to the Aggrieved Employees, by first class mail, a check representing their pro-rata share of the 25% of the Net

Settlement Amount, based on the formula set forth above in Paragraph 37, along with a copy of the Notice of Settlement Payment (a copy of which is attached hereto as **Exhibit A**); (b) issuing payment to Plaintiff's Counsel for Plaintiff's attorneys' fees as approved by the Court up to \$472,500 and up to \$32,000 for Plaintiff's litigation costs as approved by the Court; (c) issuing payment to the LWDA for 75% of the Net Settlement Amount; (d) issuing payment of the Enhancement Award as approved by the Court up to \$10,000.00 to Plaintiff; and (e) issuing payment to the Settlement Administrator for its costs as approved by the Court.

41. In the event that any checks mailed to Aggrieved Employees remain uncashed after the expiration of 180 days, or an envelope mailed to an Aggrieved Employee is returned and no forwarding address can be located for the Aggrieved Employee after reasonable efforts have been made, then any such funds shall be transmitted by the Settlement Administrator pursuant to governing California law to the State of California Unclaimed Property Fund, to be held there in the name of and for the benefit of such Aggrieved Employees.

42. All costs for administration of the settlement, whether foreseen or unforeseen, including, but not limited to, issuing and mailing settlement checks, printing and mailing of a notice to Aggrieved Employees, responding to inquiries from Aggrieved Employees, reasonable efforts to locate Aggrieved Employees, and preparing any required tax returns and tax reports, will be paid from the Gross Settlement Fund. The Settlement Administrator shall submit one invoice to Plaintiff's Counsel and Defendant's counsel and, if within the amount approved by the Court, such invoice shall be deemed approved and paid out of the Gross Settlement Fund.

43. Defendant shall cooperate with and assist the approved Settlement Administrator as may be reasonably necessary in conjunction with the Settlement Administrator's calculations, issuance, distribution, and reporting of settlement award checks and related taxes. The Settlement Administrator and Defendant will cooperate and coordinate with each other with respect to the calculation, reporting and payment of the settlement, in accordance with all applicable laws and requirements of government taxing authorities.

44. Any unused portion of the amount allocated in Paragraph 40 to settlement

administration costs shall be reallocated to the Net Settlement Amount.

### **ALLOCATION AND TAX TREATMENT**

45. The portion of the Net Settlement Amount distributed to each of the Aggrieved Employees will be considered penalties and interest and will be reported by the Settlement Administrator as such to each of the Aggrieved Employees on an IRS Form 1099 or as otherwise required by applicable law.

46. The Parties represent that they have not received, and shall not rely on, advice or representations from the other party or their agents regarding the tax treatment of payments pursuant to this Settlement Agreement under federal, state, or local law. The Settlement Administrator must coordinate the calculation and remittance of all payroll taxes, if any, with Defendant to ensure compliance with the requirements of all taxing authorities related to payments made by qualified settlement funds.

47. No amount of any of the Aggrieved Employees' payments made under this Settlement Agreement will constitute wages with regard to any employment-related benefit or incentive compensation plan or program previously, now or hereafter offered by or on behalf of Defendant to any of the Aggrieved Employees.

48. Plaintiff's Counsel will provide a completed IRS Form W-9 and a completed California Form 590 (using the most recent versions of the Form W-9 and the Form 590) and will be issued an IRS Form 1099 by the Settlement Administrator for their attorneys' fees and costs. Plaintiff will provide an IRS Form W-9 to the Settlement Administrator if necessary.

49. Plaintiff's Enhancement Award will be treated as a non-wage payment and reported as such by the Settlement Administrator to the appropriate government taxing authorities, with Plaintiff being solely responsible for paying any and all taxes due on any Enhancement Award. Plaintiff will provide a completed IRS Form W-9 (using the most recent version of the Form W-9) and will be issued an IRS Form 1099 by the Settlement Administrator in connection with his Enhancement Award.

## **RELEASE OF CLAIMS**

50. Effective upon payment of the Gross Settlement Fund Amount into the QSF established by the Settlement Administrator in accordance with its wire transfer instructions provided to Defendant, Plaintiff, the LWDA, and all Aggrieved Employees shall, for the entire Settlement Period, be deemed to have fully released and discharged the Released Parties from any and all Released Claims. Beyond the Gross Settlement Fund, and as set forth in this Settlement Agreement, Defendant shall not owe any further monies to Plaintiff, the LWDA, or the Aggrieved Employees based upon the Released Claims. The release and discharge of the Released Claims is not contingent upon any Aggrieved Employees receiving or negotiating their settlement checks.

51. In addition to the release set forth in Paragraph 50, Plaintiff, for himself only, releases the Released Parties of and from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of every kind or nature, contingent or accrued, which do or may exist as of the date of the execution of this Settlement Agreement and through and including the date of the Court's order approving this Agreement (the "Plaintiff's Released Claims"). In connection therewith, Plaintiff waives the provisions of California Civil Code Section 1542 which states:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

52. As part of the Court's approval of this Settlement, Plaintiff, Aggrieved Employees and the LWDA shall be enjoined from filing, initiating or continuing to prosecute any actions, claims, complaints, or proceedings in court, arbitration, with the California Division of Labor Standards Enforcement ("DLSE"), with the LWDA, or with any other entity, with respect to the Released Claims. This settlement is conditioned upon the release by Aggrieved Employees,

Plaintiff and the LWDA as described in Paragraphs 50 and 51, above, and upon covenants by Plaintiff, Aggrieved Employees and the LWDA that they will not and cannot participate, unless required by law, in any actions, lawsuits, proceedings, complaints or charges brought individually, by the DLSE, the LWDA, or by any other agency, persons or entity in any court, arbitration or before any administrative body with respect to the claims released as described in Paragraphs 50 and 51, above, nor will such Aggrieved Employees, Plaintiff or the LWDA contest or interfere with efforts by Defendant or by any other Released Parties to oppose any attempt to bring such released claims against any of them. Additionally, it is agreed herein that neither injunctive, declaratory or other equitable relief will be ordered by the Court against Defendant in approval of this Settlement, which will otherwise be grounds for Defendant rescinding and terminating this Settlement Agreement.

53. It is expressly agreed that, as part of the Court's approval of this Agreement, it will be confirmed that there has not been any tolling of the applicable statute of limitation periods as to any claims that are not Released Claims.

54. It is agreed that this Settlement does not constitute or effectuate any waiver or limitation of the applicability of any arbitration agreement, or any argument against the enforcement of any arbitration agreement, entered into between Defendant and its current and former employees, including Plaintiff and the Aggrieved Employees and Defendant.

#### **VOIDING THE AGREEMENT**

55. In the event: (i) the Court does not enter an order approving this Agreement as provided herein; (ii) the Court does not enter judgment as provided herein; (iii) the Effective Date does not occur; or (iv) the settlement set forth in this Agreement does not become final for any other reason, this Agreement shall be null and void *ab initio* and any order, dismissal, judgment or pleading filed with or entered by the Court in furtherance of the Settlement set forth herein (including without limitation the amended complaint) shall be treated as withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to their respective statuses as of the date immediately prior to the execution of this Agreement, and the Parties shall proceed in

all respects as if this Agreement had not been executed. In the event an appeal is filed from any aspect of the Court's order regarding approval of this Agreement prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

### **MUTUAL FULL COOPERATION**

56. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and their counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

### **MISCELLANEOUS PROVISIONS**

57. Confidentiality: As set forth in this paragraph, Plaintiff and Plaintiff's Counsel will maintain the proposed settlement and this Settlement Agreement as confidential and not publicly disclose the same. Except as otherwise agreed in writing between the Parties, both before and following the execution of this Settlement Agreement by the Parties and their counsel, there will be no direct or indirect comment or publication by Plaintiff and Plaintiff's Counsel of the settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials by Plaintiff's Counsel in the Lawsuit related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys' fees and costs, Enhancement Award and the other relief set forth in this Settlement

Agreement, or to communications between Plaintiff's Counsel and Plaintiff or Aggrieved Employees in the Lawsuit, except that prior to the filing of the motion for approval of the Settlement in the Lawsuit, Plaintiff's Counsel shall not discuss the settlement with Aggrieved Employees other than the named Plaintiff. Plaintiff's Counsel may otherwise state only that the Lawsuit has been settled on terms mutually agreeable to the parties. The Parties understand and agree that there may be media coverage of the settlement of the Lawsuit not initiated by Plaintiff or Plaintiff's Counsel, directly or indirectly. It is also agreed and understood that the Parties may disclose the settlement to their families, plus their legal, tax, or accounting advisors, insurance companies, or as required by law, regulatory rules or regulatory requirements.

58. Each Party to Bear Own Costs. Except as specifically provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of or related to this Lawsuit, and will not seek reimbursement thereof from any Party to this Agreement. However, if an action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

59. Severability. If any of the above provisions are found null, void, or inoperative, for any reason, the remaining provisions will remain in full force and effect. Notwithstanding, the invalidation in whole or in part of any material term of this Agreement, including but not limited to all the terms and provisions specified in the releases of claims, will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in force and effect.

60. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute any part of this Agreement.

61. No Admission of Liability by the Defendant. Defendant, on behalf of itself and each and all of its respective, parents, subsidiaries and affiliates, and their respective employees and agents, denies any liability or wrongdoing of any kind associated with the claims being

released herein. Defendant contends, among other things, that it has complied at all times with all applicable laws regarding the payment of wages, meal and rest breaks, wage statement requirements, pay timing and final pay requirements and wage deductions, and asserts that the Aggrieved Employees were properly treated at all times in compliance with applicable laws. Neither this Settlement Agreement nor any exhibit thereto, nor any other document pertaining to the settlement contemplated herein, may be offered in any other case or proceeding as evidence of any admission by Defendant of any liability on any claims for damages or other relief. Any stipulation or admission by Defendant contained herein is made for settlement purposes only.

62. Agreement Jointly Prepared. The Parties and their attorneys have reviewed this Agreement. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

63. Non-Evidentiary Use. Neither the fact of this Agreement, the existence of this Agreement, the terms of this Agreement, nor any order or action pursuant thereto may be referred to, relied upon, cited, or used as evidence by any of the Parties, Aggrieved Employees, or their respective counsel in the Lawsuit or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

64. Amendment or Modification. Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

65. Authorization to Enter Into Agreement. Each individual signing this Agreement warrants that he or she has the authority and is expressly authorized to enter into this Agreement on behalf of the party for which that individual signs.

66. Advice of Counsel. The Parties to this Agreement are represented by competent

counsel, and they have had an opportunity to consult with counsel. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

67. Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defendant's Counsel without the express written consent of each Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, the LWDA, and the Aggrieved Employees, and shall not be construed to confer any right or to avail any remedy to any other person.

68. Governing Law. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

69. Entire Agreement. This Agreement and any supplemental written agreement subsequently incorporated constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein. With the exception of any arbitration agreements entered into between Defendant and any of the Aggrieved Employees, and the Parties' Memorandum of Understanding, which remain in force and are not superseded hereby, this Agreement, once it is fully executed, supersedes any and all prior agreements between the Parties.

70. Counterparts. This Agreement, and any amendments hereto, may be executed in any number of counterparts (and by facsimile, DocuSign or electronically-transmitted signatures, which shall be deemed to be originals) and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same

instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

71. Cooperation. The Parties shall cooperate fully with one another and to use their best efforts to consummate the Agreement and cause the Court to enter an order and judgment as described herein. No Party to this Agreement shall seek to evade his, her or its good faith obligations to seek approval and implementation of the Agreement by virtue of any ruling, order, or other development, whether in the Lawsuit, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses of their relative bargaining power with respect to negotiating.

\* \* \*

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

**IT IS SO STIPULATED AND AGREED:**

DATED: 01 / 18 / 2022

  
\_\_\_\_\_  
Jarrell Ellsworth

DATED:

SCHNEIDER NATIONAL CARRIERS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

71. Cooperation. The Parties shall cooperate fully with one another and to use their best efforts to consummate the Agreement and cause the Court to enter an order and judgment as described herein. No Party to this Agreement shall seek to evade his, her or its good faith obligations to seek approval and implementation of the Agreement by virtue of any ruling, order, or other development, whether in the Lawsuit, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses of their relative bargaining power with respect to negotiating.

\* \* \*

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

**IT IS SO STIPULATED AND AGREED:**

DATED:

\_\_\_\_\_  
Jarrell Ellsworth

DATED: 1/13/2022

SCHNEIDER NATIONAL CARRIERS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Secretary / Treasurer

**APPROVED AS TO FORM:**

DATED: 1/13/2022

**McGUIREWOODS LLP**

By:   
\_\_\_\_\_  
Sabrina A. Beldner  
Attorneys for Defendant  
Schneider National Carriers, Inc.

DATED:

**COUNSELONE, P.C.**

By: \_\_\_\_\_  
Justin Kachadoorian, Esq.  
Attorneys for Plaintiff  
Jarrell Ellsworth

**APPROVED AS TO FORM:**

DATED:

**McGUIREWOODS LLP**

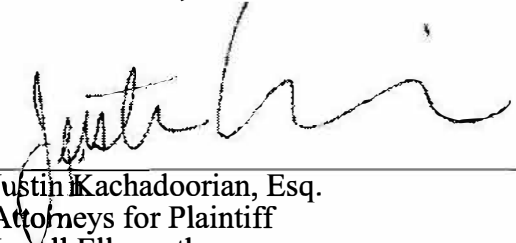
By: \_\_\_\_\_

Sabrina A. Beldner  
Attorneys for Defendant  
Schneider National Carriers, Inc.

DATED: January 18, 2022

**COUNSELONE, P.C.**

By: \_\_\_\_\_

  
Justin Kachadoorian, Esq.  
Attorneys for Plaintiff  
Jarrell Ellsworth

## **EXHIBIT A**

### **NOTICE OF SETTLEMENT PAYMENT**

*Ellsworth v. Schneider National Carriers, Inc.*  
(San Bernardino County Superior Court, Case No. CIVDS 2012486)

[Address Line 1]  
[Address Line 2]  
[Address Line 3]

[Dear Mr./Ms. \_\_\_\_\_]:

You are receiving this letter and the accompanying check made payable to you pursuant to a court-approved settlement in the matter of *Ellsworth v. Schneider National Carriers, Inc.* The check is in the amount of \$ [REDACTED] and is for your share of the “Net Settlement Amount” under the approved settlement agreement in the above-referenced lawsuit. This check is valid for 180 days from the date of issuance, and for tax purposes, an IRS Form 1099 will be issued to you for this payment.

Please read this letter carefully. It explains the matter and how the settlement affects you.

#### **A. Why Am I Receiving This Notice And These Checks?**

On May 29, 2020, Jarrell Ellsworth (“Plaintiff”) filed an action against Schneider National Carriers, Inc. (“SCHNEIDER” or “Defendant”), which was subsequently amended to solely allege violation of the California Labor Code Private Attorney General Act (“PAGA”) based on alleged violations of Labor Sections §§ 201, 202, 203, 204, 221, 510, 512, 558, 558.1, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1 and 1199 (the “Lawsuit”). Plaintiff and SCHNEIDER have reached a settlement, and you are eligible to receive a payment from this settlement because one or more wage statements were issued to you by SCHNEIDER that included wages for work performed during the Settlement Period (as defined below).

Plaintiff alleges that SCHNEIDER violated the California Labor Code by failing to provide wages to employees for all hours worked, failing to provide meal and rest breaks or break-related premium pay, failing to provide accurate wage statements, failing to timely pay wages, including final wages, and for allegedly improper wage deductions. By statute, the amounts recovered under PAGA must be paid 75% to the state and 25% to the impacted employees.

The individuals impacted by this settlement include all individuals who were employed as a driver by SCHNEIDER in the State of California and who received wages for work performed at any time from April 7, 2019 through the date of Court approval of the settlement or [REDACTED] [90 days from 12/20/21, whichever occurs sooner] (the “Aggrieved Employees”). According to SCHNEIDER’s records, you fall within this definition, and you are therefore receiving this notice and the enclosed check.

SCHNEIDER denies Plaintiff’s allegations. Specifically, SCHNEIDER maintains that it has complied with all applicable laws in connection with respect to the payment of all wages, wage deductions, the provision of meal and rest breaks, that it has provided employees with accurate wage statements, that it has timely paid all wages, including final wages, and that it has otherwise complied with applicable laws. SCHNEIDER therefore disputes that any amounts are owed. **The settlement – and the amount you are receiving – represents a compromise resolution of disputed claims.**

**B. How Has The Court Ruled?**

The Court has not ruled on the merits of the claims, SCHNEIDER's defenses, or any of the contentions of the parties with respect to the PAGA claim being settled. No inferences regarding the merits of the lawsuit should be drawn from the fact there is a settlement.

Instead, the parties agreed to a settlement, which entails a compromise by both sides. That way, each side avoids the costs, risks and uncertainty of a trial.

**C. What Rights Am I Giving Up?**

By operation of the court-approved settlement, the Aggrieved Employees are deemed to have fully released and discharged the "Released Parties" from any and all "Released Claims" during the "Settlement Period," which means the inclusive time period from April 7, 2019 through the date of Court approval of the settlement or [90 days from 12/20/21, whichever occurs sooner].

"Released Parties" means SCHNEIDER and each of its affiliates, parent companies (including Schneider National, Inc.), subsidiaries, shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

"Released Claims" means any claim for civil penalties under the PAGA and all other related remedies available under PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys' fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts and/or theories alleged in the pleadings filed in the Lawsuit and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA and SCHNEIDER, arising out of, based on or related to any violation of Labor Code Sections 201, 202, 203, 204, 221, 226, 510, 512, 558, 558.1, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1199 that occurred, arose or accrued at any time during the Settlement Period.

Note: Any valid and enforceable arbitration agreement entered into between you and SCHNEIDER remains in full force and effect and is not waived or limited as a result of this settlement.

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

# Exhibit 4

1 ANTHONY J. ORSHANSKY, SBN 199364  
anthony@counselonegroup.com  
2 ALEXANDRIA KACHADOORIAN, SBN 240601  
alexandria@counselonegroup.com  
3 JUSTIN KACHADOORIAN, SBN 260356  
justin@counselonegroup.com  
4 COUNSELONE, PC  
9301 Wilshire Boulevard, Suite 650  
5 Beverly Hills, California 90210  
Telephone: (310) 277-9945  
6 Facsimile: (424) 277-3727

7  
8 Attorneys for Plaintiff  
JARRELL ELLSWORTH

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN BERNARDINO

12 JARRELL ELLSWORTH, on behalf of  
13 himself and others similarly situated,

14 Plaintiff,

15 v.

16 SCHNEIDER NATIONAL CARRIERS,  
17 INC., a Nevada corporation,

18 Defendant.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Case No. CIVDS2012486

**FOURTH AMENDED COMPLAINT FOR  
ENFORCEMENT UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT, CAL. LAB.  
CODE §§ 2698, *et seq.***

1 Plaintiff JARRELL ELLSWORTH (hereinafter “Plaintiff”), on behalf of himself and all  
2 “Aggrieved Employees” (defined below), complains of Defendant SCHNEIDER NATIONAL  
3 CARRIERS, INC. (“Defendant”) as follows:

4 **NATURE OF THE ACTION**

5 1. Pursuant to Labor Code Private Attorney General Act (“PAGA”), §§ 2698, 2699  
6 of the California Labor Code, Plaintiff brings this representative action against Defendant for  
7 violations of the California Labor Code and the Industrial Welfare Commission Wage Orders (the  
8 “IWC Wage Orders”).

9 2. Plaintiff brings this action seeking only PAGA civil penalties (no wages and no  
10 individualized relief), reasonable attorneys’ fees, and costs within the meaning of *ZB, N.A. v.*  
11 *Super. Ct.*, 8 Cal. 5th 175, 195 (2019) on behalf of Aggrieved Employees.

12 3. As used herein, “Aggrieved Employees” includes all persons, including Plaintiff,  
13 who were employed as a driver by Defendant and who received wages for work performed at any  
14 time from April 7, 2019 through the present.

15 **JURISDICTION AND VENUE**

16 4. Pursuant to Article VI, § 10 of the California Constitution, subject matter  
17 jurisdiction is proper in the Superior Court of California, County of San Bernardino, State of  
18 California because Plaintiff alleges claims arising under California law.

19 5. This Court has jurisdiction over the Defendant because Defendant has sufficient  
20 minimum contacts in California or otherwise intentionally avails itself of the California market so  
21 as to render the exercise of jurisdiction over it by the California courts consistent with notions of  
22 fair play and substantial justice.

23 6. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the  
24 Superior Court of California for the County of San Bernardino because this is where some of the  
25 wrongful conduct alleged in this Complaint occurred.

26 **PARTIES**

27 7. At all times relevant herein, Defendant was and is a corporation doing business  
28 throughout the State of California, including in the County of San Bernardino.

8. At all times relevant herein Plaintiff was and is a resident of the State of California and during the events giving rise to this action reported to work in the County of San Bernardino, State of California.

## GENERAL ALLEGATIONS

9. At all times relevant herein, Defendant employed Plaintiff and other Aggrieved Employees as drivers in the State of California.

10. From April 7, 2019 to the present (“relevant time period”), Defendant regularly required Aggrieved Employees to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes and shifts in excess of ten (10) hours without providing them with second meal periods of not less than thirty (30) minutes.

11. Defendant required Aggrieved Employees to remain with their trucks throughout their shifts, effectively making all meal periods on-duty. Aggrieved Employees did not enter into a written agreement to take on-duty meal periods, nor did the nature of the work prevent Employees from being relieved of all duties. Moreover, Defendant required Aggrieved Employees to clock out during these meal periods; thus Aggrieved Employees did not receive compensation for such on-duty meal periods.

12. Furthermore, Aggrieved Employees were regularly required to work through their meal periods, missing them entirely or taking them late. Moreover, Aggrieved Employees were regularly interrupted during their meal periods by Aggrieved Employees' managers or Defendant's clients.

13. Upon information and belief, Defendant had no policy of providing second meal periods during shifts in excess of ten (10) hours.

14. Moreover, Defendant failed to compensate Aggrieved Employees with “premium wages,” i.e., an additional hour of pay at their regular rates of compensation for each day meal periods were not provided or were inadequately provided, as required under Labor Code § 226.7.

15. As alleged above, Defendant's policy of requiring Aggrieved Employees to clock out for on-duty meal periods deprived Aggrieved Employees of wages, including the minimum wage, as Aggrieved Employees were required to and did work off the clock. During the relevant

1 time period, Defendant had a consistent policy or practice of failing to pay Aggrieved Employees  
2 for this off-the-clock work.

3 16. During the relevant time period, Defendant consistently failed to provide  
4 Aggrieved Employees with paid rest breaks of not less than ten (10) minutes for every four (4)  
5 hours worked or major fraction thereof.

6 17. Moreover, Defendants failed to compensate Employees with premium wages for  
7 each day rest breaks were not provided or were inadequately provided, as required under Labor  
8 Code § 226.7.

9 18. Defendant's failure to pay compensation in a timely fashion also constituted a  
10 violation of Labor Code § 204, which requires that all wages be paid semimonthly. In violation  
11 of that provision of the Labor Code, Defendant has failed to pay all wages earned by Aggrieved  
12 Employees, and each such failure to make a timely payment of compensation to Aggrieved  
13 Employees constitutes a separate violation of Labor Code § 204.

14 19. During the relevant time period, Defendant consistently failed to provide  
15 Aggrieved Employees with timely, accurate, and itemized wage statements in writing, as required  
16 by California wage-and-hour laws including, without limitation, the requirements of Labor Code  
17 §§ 226(a).

18 20. During the relevant time period, Defendant had a consistent policy of failing to  
19 pay all wages due and owing to Aggrieved Employees at the time of their termination or within  
20 seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

21 21. During the relevant time period, Defendant had a consistent policy of deducting  
22 sums from Aggrieved Employees' wages for items that were necessary and required by  
23 Defendant for employees to perform their job duties, including deductions for advance fees and  
24 safety shoes required to be worn by Aggrieved Employees.

25 22. In light of the foregoing, Employees bring this action pursuant to Labor Code §§  
26 201, 202, 203, 204, 221, 510, 512, 558, 558.1, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1 and  
27 1199.

28 23. On or around April 7, 2020, Plaintiff gave written notice by online filing with the

1 Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of the  
2 specific Labor Code provisions alleged to have been violated, and paid the required filing fee. On  
3 or around July 23, 2020, Plaintiff submitted an amended written notice to the LWDA and  
4 provided same by certified mail to Defendant. True and correct copies of these notices are  
5 attached hereto as Exhibit A.

6 24. The LWDA did not provide notice of its intent to investigate the alleged violations  
7 of the Labor Code provisions listed in Labor Code § 2699.5 that were identified in the foregoing  
8 notices within 65 calendar days of the postmark date of such notices, nor has Defendant cured the  
9 violations of all Labor Code provisions other than those listed in Labor Code § 2699.5 that were  
10 identified in such notices within 33 calendar days of the postmark date of the notices.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2698, *et seq.***

13 25. Plaintiff incorporates by reference the allegations contained in the foregoing  
14 paragraphs as though fully set forth herein.

15 26. PAGA expressly establishes that any provision of the California Labor Code  
16 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its  
17 departments, divisions, commissions, boards, agencies, or employees for a violation of the  
18 California Labor Code, may be recovered through a civil action brought by an aggrieved  
19 employee on behalf of himself or herself, and other current or former employees.

20 27. Whenever the LWDA, or any of its departments, divisions, commissions,  
21 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is  
22 authorized to exercise the same discretion, subject to the same limitations and conditions, to  
23 assess a civil penalty.

24 28. Plaintiff and the California-based drivers are “aggrieved employees” as defined  
25 by California Labor Code section 2699(c) in that they are all current or former employees of  
26 Defendant, and one or more of the alleged violations was committed against them.

27 **Failure to Provide Meal Periods**

28 29. Defendant’s failure to provide legally required meal periods to Aggrieved Employees

1 and pay premium wages for meal periods that were not provided or that were deficiently provided is  
2 in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California  
3 Labor Code §§ 226.7, 512(a), 558, and 558.1.

4 **Failure to Provide Rest Periods**

5 30. Defendant's failure to provide legally required rest periods to Aggrieved Employees  
6 and pay premium wages for rest periods that were not provided or that were deficiently provided is in  
7 violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California  
8 Labor Code § 226.7, 558, and 558.1.

9 **Failure to Pay the Minimum Wage**

10 31. Defendant's failure to pay legally required minimum wages to Aggrieved Employees  
11 for hours worked including, without limitation, hours worked off-the-clock and/or during meal  
12 periods, is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by  
13 California Labor Code §§ 558, 558.1, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, and 1199.

14 **Failure to Timely Pay Wages during Employment**

15 32. Defendant's failure to pay timely wages to Aggrieved Employees during employment  
16 in accordance with California Labor Code § 204 and constitutes unlawful and/or unfair activity  
17 prohibited by Labor Code § 204.

18 **Failure to Timely Pay Wages upon Termination**

19 33. Defendant's failure to timely pay wages to Aggrieved Employees upon separation  
20 from employment in accordance with California Labor Code §§ 201 and 202 constitutes unlawful  
21 and/or unfair activity prohibited by California Labor Code §§ 201-203.

22 **Failure to Provide Complete and Accurate Wage Statements**

23 34. Defendant's failure to provide complete and accurate wage statements to Aggrieved  
24 Employees in accordance with Labor Code § 226(a) constitutes unlawful and/or unfair activity  
25 prohibited by California Labor Code § 226(a).

26 **Unlawful Collection of Wages Due to Employee**

27 35. Defendant's policy of deducting sums from Aggrieved Employees' wages for items  
28 that were necessary and required by Defendant for employees to perform their job duties,

1 including deductions for advance fees and safety shoes required to be worn by Aggrieved Employees,  
2 constitutes unlawful and/or unfair activity prohibited by California Labor Code § 221.

3 **PAGA Penalties Sought Against Defendant**

4 36. Pursuant to California Labor Code § 2699, Plaintiff, on behalf of Aggrieved  
5 Employees, requests and is entitled to recovery from Defendant of attorneys' fees and costs pursuant  
6 to California Labor Code § 218.5, as well as civil penalties pursuant to PAGA against Defendant for  
7 violations of each of the above-referenced Labor Code sections, including but not limited to:

- 8 a. Penalties under California Labor Code § 2699 in the amount of one hundred dollars  
9 (\$100) for each Aggrieved Employee per pay period for the initial violation, and two  
10 hundred dollars (\$200) for each Aggrieved Employee per pay period for each  
11 subsequent violation;
- 12 b. Penalties under California Labor Code § 210 in addition to, and entirely independent  
13 and apart from, any other penalty provided in the California Labor Code in the  
14 amount of a hundred dollars (\$100) for each Aggrieved Employee per pay period for  
15 the initial violation and two hundred dollars (\$200) for each Aggrieved Employee per  
16 pay period for each subsequent violation; and
- 17 c. Penalties under California Labor Code § 226.3 in addition to, and entirely  
18 independent and apart from, any other penalty provided in the California Labor Code  
19 in the amount of two hundred fifty dollars (\$250) per Aggrieved Employee per  
20 violation in the initial pay period and one thousand dollars (\$1,000) per Aggrieved  
21 Employee per violation in each subsequent pay period for violation of California  
22 Labor Code § 226(a); and
- 23 d. Any and all additional penalties provided by the California Labor Code and  
24 recoverable under PAGA.

25 37. Pursuant to California Labor Code § 2699(i), civil penalties recovered by  
26 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA  
27 for the enforcement of labor laws and education of employers and employees about their rights  
28 and responsibilities and twenty-five percent (25%) to Aggrieved Employees.

38. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code §§ 210, 2185, and 2699 and any other applicable statute.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. For civil penalties pursuant to California Labor Code § 2699(a), (f), and (g), costs/expenses, and attorneys' fees for violation of California Labor Code §§ 201, 202, 203, 204, 221, 226, 510, 512, 558, 558.1, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, and 1199; and

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

DATED: March 14, 2022

COUNSELONE, PC

By \_\_\_\_\_  
Anthony J. Orshansky  
Alexandria Kachadoorian  
Justin Kachadoorian

Attorneys for Plaintiff JARRELL  
ELLSWORTH

# Exhibit 5

ACCO,(SPx),CLOSED,DISCOVERY,MANADR,REMANDED

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA (Eastern Division Riverside)  
CIVIL DOCKET FOR CASE #: 5:20-cv-01699-SB-SP**

Jarrell Ellsworth v. Schneider National Carriers, Inc. et al

Assigned to: Judge Stanley Blumenfeld, Jr

Referred to: Magistrate Judge Sheri Pym

Demand: \$5,000,000

Case in other court 9th CCA, 21 55492

San Bernardino County Superior Court,  
CIVDS2012486

Cause: 28:1441 Notice of Removal - Fair Credit Reporting Act

Date Filed: 08/21/2020

Date Terminated: 01/19/2022

Jury Demand: Both

Nature of Suit: 480 Consumer Credit

Jurisdiction: Federal Question

**Plaintiff**

**Jarrell Ellsworth**

*on behalf of himself and others similarly  
situated*

represented by **Justin K Kachadoorian**

CounselOne PC

9301 Wilshire Boulevard Suite 650

Beverly Hills, CA 90210

310 277 9945

Fax: 424-277-3727

Email justin@counselonegroup.com

**LEAD ATTORNEY**

**ATTORNEY TO BE NOTICED**

**Alexandria R Kachadoorian**

CounselOne PC

9301 Wilshire Boulevard Suite 650

Beverly Hills, CA 90210

310 277 9945

Fax: 424-277-3727

Email alexandria@counselonegroup.com

**ATTORNEY TO BE NOTICED**

**Anthony J Orshansky**

CounselOne PC

9301 Wilshire Boulevard Suite 650

Beverly Hills, CA 90210

310-277-9945

Fax 424 277 3727

Email: anthony@counselonegroup.com

**ATTORNEY TO BE NOTICED**

V.

**Defendant**

**Schneider National Carriers, Inc.**

*a Nevada corporation*

represented by **Sabrina A Beldner**

McGuireWoods LLP

1800 Century Park East 8th Floor

Los Angeles, CA 90067

310-315-8200  
 Fax: 310-315-8210  
 Email: sbeldner@mcguirewoods.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Amy E Beverlin**  
 Baker and Hostetler LLP  
 11601 Wilshire Boulevard Suite 1400  
 Los Angeles, CA 90025  
 310-820-8800  
 Fax: 310-820-8859  
 Email: abeverlin@bakerlaw.com  
**TERMINATED: 09/13/2021**

**Ashley R. Li**  
 McGuireWoods LLP  
 1800 Century Park East 8th Floor  
 Los Angeles, CA 90067-1501  
 310-315-8200  
 Fax: 310-315-8210  
**TERMINATED: 08/17/2021**

**Matthew Charles Kane**  
 Baker and Hostetler LLP  
 11601 Wilshire Boulevard Suite 1400  
 Los Angeles, CA 90025  
 310-820-8800  
 Fax: 310-820-8859  
 Email: mkane@bakerlaw.com  
**TERMINATED: 09/13/2021**

## **Defendant**

### **Does**

*1 through 10, inclusive*  
**TERMINATED: 12/28/2021**

| <b>Date Filed</b> | <b>#</b>                 | <b>Docket Text</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 08/21/2020        | <a href="#"><u>1</u></a> | NOTICE OF REMOVAL from San Bernaridno Superior Court, case number CIVDS2012486 Receipt No: ACACDC-27740862 - Fee: \$400, filed by Defendant Schneider National Carriers Inc. (Attachments: # <a href="#"><u>1</u></a> Exhibit A - Complaint, # <a href="#"><u>2</u></a> Exhibit B - First Amended Complaint, # <a href="#"><u>3</u></a> Exhibit C - Summons, # <a href="#"><u>4</u></a> Exhibit D - Civil Case Cover Sheet, # <a href="#"><u>5</u></a> Exhibit E - Certificate of Assignment, # <a href="#"><u>6</u></a> Exhibit F - OInitial Case Managment Conference Order, # <a href="#"><u>7</u></a> Exhibit G - POS of Summons adn Complaint, # <a href="#"><u>8</u></a> Exhibit H - Mailing Cover Sheet for Initial Complex Order & Guidelines) (Attorney Sabrina A Beldner added to party Schneider National Carriers Inc(pty:bkmov))(Beldner, Sabrina) (Entered: 08/21/2020) |
| 08/21/2020        | <a href="#"><u>2</u></a> | <b>CERTIFICATION AND NOTICE</b> of Interested Parties filed by Defendant Schneider National Carriers Inc, identifying Jarrell Ellsworth, Plaintiff; Schneider National Carriers, Inc. ("SNC"), Defendant; Schneider National, Inc. ("SNI"), Parent of Defendant SNC,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                    | which is a wholly owned subsidiary of SNI SNI is publicly traded on the New York Stock Exchange under the symbol SNDR.. (Beldner, Sabrina) (Entered: 08/21/2020)                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 08/21/2020 | <a href="#">3</a>  | CIVIL COVER SHEET filed by Movant Schneider National Carriers Inc. (Beldner, Sabrina) (Entered: 08/21/2020)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 08/21/2020 |                    | CONFORMED FILED COPY OF CLASS ACTION COMPLAINT against Defendants Does, Schneider National Carriers, Inc Jury Demanded, filed by Plaintiff Jarrell Ellsworth. (FILED IN SAN BERNARDINO COUNTY SUPERIOR COURT ON 5/29/2020 SUBMITTED ATTACHED TO NOTICE OF REMOVAL <a href="#">1</a> ) (lh) (Entered 08/25/2020)                                                                                                                                                                                                                                                                                                         |
| 08/21/2020 |                    | NON-CONFORMED COPY OF FIRST AMENDED CLASS ACTION COMPLAINT against Defendants Does, Schneider National Carriers, Inc. amending Complaint, filed by Plaintiff Jarrell Ellsworth. (SUBMITTED ATTACHED EXHIBIT A TO NOTICE OF REMOVAL <a href="#">1</a> )(lh) (Entered: 08/25/2020)                                                                                                                                                                                                                                                                                                                                        |
| 08/21/2020 |                    | CONFORMED COPY OF PROOF OF SERVICE SUMMONS AND COMPLAINT Executed by Plaintiff Jarrell Ellsworth, upon Defendant Schneider National Carriers, Inc served on 7/23/2020, answer due 8/13/2020. Service of the Summons and Complaint were executed upon Sophia Smith, Person Authorized to Accept in compliance with California Code of Civil Procedure by service on a domestic corporation, unincorporated association, or public entity Original Summons NOT returned (FILED IN SAN BERNARDINO COUNTY SUPERIOR COURT ON 7/24/2020 SUBMITTED ATTACHED TO NOTICE OF REMOVAL <a href="#">1</a> ) (lh) (Entered 08/25/2020) |
| 08/25/2020 | <a href="#">4</a>  | NOTICE OF ASSIGNMENT of Eastern Division Removal Case. This case was initially assigned to District Judge Jesus G. Bernal and referred to Magistrate Judge Sheri Pym for discovery. Pursuant to General Order 19-03, this case has been randomly reassigned to District Judge Dolly M. Gee. The case number on all documents filed with the Court in this case should read as follows: 5:20-cv-01699 DMG (SPx). (lh) (Entered: 08/25/2020)                                                                                                                                                                              |
| 08/25/2020 | <a href="#">5</a>  | NOTICE TO PARTIES OF COURT-DIRECTED ADR PROGRAM filed. (lh) (Entered: 08/25/2020)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 08/25/2020 | <a href="#">6</a>  | Joint STIPULATION for Extension of Time to File Answer to September 18, 2020 re Amended Complaint filed by Defendant Schneider National Carriers, Inc.. (Attachments: # <a href="#">1</a> Proposed Order)(Beldner, Sabrina) (Entered: 08/25/2020)                                                                                                                                                                                                                                                                                                                                                                       |
| 08/25/2020 | <a href="#">7</a>  | INITIAL STANDING ORDER upon filing of the complaint by Judge Dolly M. Gee. (kti) (Entered 08/25/2020)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 08/31/2020 | <a href="#">8</a>  | ORDER APPROVING JOINT STIPULATION TO CONTINUE DEFENDANT'S RESPONSIVE PLEADING DEADLINE by Judge Dolly M. Gee: Upon Stipulation <a href="#">6</a> , Defendant Schneider National Carriers, Inc.'s time within which to answer or otherwise serve and file any motions or other pleadings responsive to Plaintiff's First Amended Class and Representative Action Complaint in this action is extended to and including 9/18/2020. (gk) (Entered: 08/31/2020)                                                                                                                                                             |
| 09/09/2020 | <a href="#">9</a>  | STIPULATION for Order Allowing Filing of a Second Amended Complaint and Setting Date for Defendant's Response filed by plaintiff Jarrell Ellsworth. (Attachments: # <a href="#">1</a> Declaration of Justin Kachadoorian in Support of Stipulation for an Order Allowing Filing of a Second Amended Complaint and Setting Date for Defendant's Response, # <a href="#">2</a> Proposed Order Granting Stipulation for an Order Allowing Filing of a Second Amended Complaint and Setting Date for Defendant's Response)(Kachadoorian, Justin) (Entered: 09/09/2020)                                                      |
| 09/11/2020 | <a href="#">10</a> | ORDER RE STIPULATION TO ALLOW FILING OF A SECOND AMENDED COMPLAINT AND DEFENDANT'S RESPONSE by Judge Dolly M. Gee: Upon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                    | Stipulation <a href="#">9</a> , Plaintiff shall have leave to file a Second Amended Complaint on or before 9/18/2020. Defendant's time within which to answer or otherwise serve and file any motions or other pleadings responsive to Plaintiff's Second Amended Complaint shall be and hereby is extended to and including 10/9/2020. (gk) (Entered: 09/11/2020)                                                                                                                                                                                                                                |
| 09/18/2020 | <a href="#">11</a> | Second AMENDED COMPLAINT against Defendants All Defendants amending Amended Complaint, filed by plaintiff Jarrell Ellsworth(Kachadoorian, Justin) (Entered: 09/18/2020)                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 09/25/2020 | <a href="#">12</a> | ORDER OF THE CHIEF JUDGE (#OCJ 20-119) approved by Judge Philip S. Gutierrez. Pursuant to the recommended procedure adopted by the Court for the CREATION OF CALENDAR of Judge Stanley Blumenfeld, Jr., this case is transferred from Judge Dolly M. Gee to the calendar of Judge Stanley Blumenfeld, Jr for all further proceedings. The case number will now reflect the initials of the transferee Judge 5:20-cv-01699-SB-SPx. (aco) (Entered: 09/28/2020)                                                                                                                                     |
| 10/09/2020 | <a href="#">13</a> | NOTICE OF MOTION AND MOTION to Dismiss Case <i>and/or Strike Second Amended Complaint Pursuant to Fed.R.Civ.P. 12(b)(6) and/or 12(f)</i> filed by Defendant Schneider National Carriers, Inc.. Motion set for hearing on 12/4/2020 at 08:30 AM before Judge Stanley Blumenfeld Jr.. (Attachments: # <a href="#">1</a> Proposed Order) (Beldner, Sabrina) (Entered: 10/09/2020)                                                                                                                                                                                                                    |
| 11/13/2020 | <a href="#">14</a> | OPPOSITION to NOTICE OF MOTION AND MOTION to Dismiss Case <i>and/or Strike Second Amended Complaint Pursuant to Fed.R.Civ.P. 12(b)(6) and/or 12(f)</i> <a href="#">13</a> filed by Plaintiff Jarrell Ellsworth. (Attachments: # <a href="#">1</a> Proposed Order Denying Motion to Dismiss/Strike Second Amended Complaint)(Kachadoorian, Justin) (Entered: 11/13/2020)                                                                                                                                                                                                                           |
| 11/20/2020 | <a href="#">15</a> | REPLY in Support of NOTICE OF MOTION AND MOTION to Dismiss Case <i>and/or Strike Second Amended Complaint Pursuant to Fed.R.Civ.P. 12(b)(6) and/or 12(f)</i> <a href="#">13</a> filed by Defendant Schneider National Carriers, Inc.. (Beldner, Sabrina) (Entered: 11/20/2020)                                                                                                                                                                                                                                                                                                                    |
| 11/30/2020 | 16                 | SCHEDULING NOTICE by Judge Stanley Blumenfeld, Jr. The Court finds that the MOTION to Dismiss Case <i>and/or Strike Second Amended Complaint Pursuant to Fed.R.Civ.P. 12(b)(6) and/or 12(f)</i> filed by Defendant Schneider National Carriers, Inc.. (Dkt. No. 13) presently scheduled for hearing on December 4, 2020, is appropriate for decision without oral argument. Fed. R. Civ. P. 78(b); C.D. L.R. 7-15. Accordingly, the motion is taken UNDER SUBMISSION and the hearing is vacated. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (vcr) TEXT ONLY ENTRY (Entered: 11/30/2020) |
| 12/03/2020 | 17                 | CORRECTED SCHEDULING NOTICE by Judge Stanley Blumenfeld, Jr re: NOTICE OF MOTION AND MOTION to Dismiss Case <i>and/or Strike Second Amended Complaint Pursuant to Fed.R.Civ.P. 12(b)(6) and/or 12(f)</i> <a href="#">13</a> . The Court reschedules the Motion to Dismiss that was inadvertently taken under submission and resets it for hearing on 12/11/2020 at 08:30 AM before Judge Stanley Blumenfeld Jr. to be heard remotely. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (vcr) TEXT ONLY ENTRY (Entered: 12/03/2020)                                                            |
| 12/08/2020 | 18                 | SCHEDULING NOTICE by Judge Stanley Blumenfeld, Jr re: NOTICE OF MOTION AND MOTION to Dismiss Case <i>and/or Strike Second Amended Complaint Pursuant to Fed.R.Civ.P. 12(b)(6) and/or 12(f)</i> <a href="#">13</a> . The Court reschedules the time of the hearing on said Motion set for hearing on 12/11/2020 from 8:30 AM to 09:30 AM to be heard remotely before Judge Stanley Blumenfeld Jr. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (vcr) TEXT ONLY ENTRY (Entered: 12/08/2020)                                                                                                 |
| 12/11/2020 | <a href="#">19</a> | MINUTE ORDER RE DEFENDANT'S MOTION TO DISMISS AND/OR STRIKE <a href="#">13</a> held before Judge Stanley Blumenfeld, Jr.: The Court: DENIES Schneider's motion to                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                    | dismiss Plaintiff's first, second, third, fourth, sixth, seventh, and eleventh claims for relief; GRANTS Schneider's motion to dismiss Plaintiff's fifth claim for relief, which is DISMISSED with leave to amend; GRANTS in part Schneider's motion to dismiss Plaintiff's ninth and tenth claims for relief; the class claims are DISMISSED with leave to amend; GRANTS Schneider's motion to strike. Should Plaintiff wish to file a third amended complaint he must do so within 14 days of the date of this order. Court Reporter: Katie Thibodeaux. (gk) (Entered: 12/28/2020)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 01/11/2021 | <a href="#">20</a> | THIRD AMENDED COMPLAINT against Defendants All Defendants amending Amended Complaint/Petition <a href="#">11</a> , filed by plaintiff Jarrell Ellsworth(Kachadoorian, Justin) (Entered: 01/11/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 01/25/2021 | <a href="#">21</a> | ANSWER to Amended Complaint/Petition <a href="#">20</a> <i>Answer to Third Amended Complaint</i> filed by Defendant Schneider National Carriers, Inc..(Beldner, Sabrina) (Entered: 01/25/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 01/28/2021 | <a href="#">22</a> | ORDER SETTING SCHEDULING CONFERENCE by Judge Stanley Blumenfeld, Jr. The Court sets a Scheduling Conference set for 3/5/2021 at 08:30 AM before Judge Stanley Blumenfeld Jr. The parties have a Joint Rule 26 Meeting Report due by 2/26/2021. (vcr) (Entered: 01/28/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 02/26/2021 | <a href="#">23</a> | JOINT REPORT Rule 26(f) Discovery Plan ; estimated length of trial 30 days, filed by Defendant Schneider National Carriers, Inc... (Beldner, Sabrina) (Entered: 02/26/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 03/05/2021 | <a href="#">24</a> | MINUTES OF Scheduling Conference held before Judge Stanley Blumenfeld, Jr. RE: ORDER SETTING CLASS CERTIFICATION HEARING DATE. After a review of the parties' joint Rule 26(f) report <a href="#">23</a> , the Court will only set a hearing date on Plaintiffs anticipated motion for class certification. The Court sets the hearing for 9/3/2021 at 8:30 AM. Plaintiff must file his reply brief no later than 8/13/2021. The parties are ordered to meet and confer to determine the remainder of the briefing schedule. If the parties cannot agree on a briefing schedule, they are to inform the Court by 3/12/2021. Defendant is further ordered to file its contemplated motion to compel arbitration at the earliest possible date. The Court will not stay or otherwise delay class or individual discovery in the interim in view of the history of this litigation. To the extent the parties have discovery disputes, they are ordered to resolve them promptly before Magistrate Judge Pym. Court Reporter: Katy Thibodeaux. (gk) (Entered: 03/08/2021) |
| 03/09/2021 | 25                 | Notice of Electronic Filing re Scheduling Conference - optional html form, Link Non-Motion Documents to Minutes, <a href="#">24</a> e-mailed to Ashley R Li (ali@mcguirewoods.com) bounced due to 5.1.0 - Unknown address error 550-5.1.0 Address rejected. The primary e-mail address associated with the attorney record has been deleted. Pursuant to Local Rules it is the attorneys obligation to maintain all personal contact information including e-mail address in the CM/ECF system. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (rrey) TEXT ONLY ENTRY (Entered: 03/09/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 03/12/2021 | <a href="#">26</a> | STATUS REPORT <i>On Proposed Briefing Schedule On Plaintiffs Motion For Class Certification</i> filed by Defendant Schneider National Carriers, Inc.. (Beldner, Sabrina) (Entered: 03/12/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 03/12/2021 | <a href="#">27</a> | STATUS REPORT <i>Plaintiff's Status Report Pursuant to the Court's March 5, 2021 Order</i> filed by Plaintiff Jarrell Ellsworth. (Kachadoorian, Alexandria) (Entered: 03/12/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 03/16/2021 | <a href="#">28</a> | MINUTES (IN CHAMBERS) ORDER SETTING CLASS CERTIFICATION BRIEFING SCHEDULE by Judge Stanley Blumenfeld, Jr.: The Court has reviewed the parties' respective status reports <a href="#">26</a> , <a href="#">27</a> . After a review of the parties' dueling proposals, the Court adopts Plaintiffs proposal and orders as follows: motion for class certification Filing Date 7/9/2021; Opposition Filing Date 7/30/2021; Reply Filing Date 8/13/2021; Hearing Date 9/3/2021 at 8:30 AM. The parties are ORDERED to exchange initial disclosures by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                    | 3/25/2021 as previously agreed The parties are FURTHER ORDERED to commence discovery without delay. The Court has not stayed discovery in this action; failure to comply will result in appropriate monetary and/or non monetary sanctions See document for further details. Court Reporter: N/A. (gk) (Entered: 03/17/2021)                                                                                                                                                                                                                                                                                                                                                        |
| 03/26/2021 | <a href="#">29</a> | NOTICE OF MOTION AND MOTION to Compel Arbitration filed by Defendant Schneider National Carriers, Inc.. Motion set for hearing on 4/23/2021 at 08:30 AM before Judge Stanley Blumenfeld Jr.. (Attachments: # <a href="#">1</a> Declaration of Prestine-Dommer, # <a href="#">2</a> Declaration of Sheedlo, # <a href="#">3</a> Proposed Order) (Kane, Matthew) (Entered: 03/26/2021)                                                                                                                                                                                                                                                                                                |
| 04/02/2021 | <a href="#">30</a> | OPPOSITION to NOTICE OF MOTION AND MOTION to Compel Arbitration <a href="#">29</a> <i>Plaintiff's Opposition to Motion to Compel Arbitration and Stay Proceedings</i> filed by Plaintiff Jarrell Ellsworth. (Attachments: # <a href="#">1</a> Declaration of Justin Kachadoorian in Support of Plaintiff's Opposition to Motion to Compel Arbitration and Stay Proceedings, # <a href="#">2</a> Declaration of Plaintiff Jarrell Ellsworth in Support of Plaintiff's Opposition to Motion to Compel Arbitration and Stay Proceedings, # <a href="#">3</a> Proposed Order Denying Motion to Compel Arbitration and Stay Proceedings)(Kachadoorian, Alexandria) (Entered: 04/02/2021) |
| 04/02/2021 | <a href="#">31</a> | OBJECTION in opposition to re: NOTICE OF MOTION AND MOTION to Compel Arbitration <a href="#">29</a> <i>Plaintiff's Objections to Declarations of Theresa Prestine-Dommer and Angie Sheedlo re Motion to Compel Arbitration</i> filed by Plaintiff Jarrell Ellsworth. (Kachadoorian, Alexandria) (Entered: 04/02/2021)                                                                                                                                                                                                                                                                                                                                                               |
| 04/02/2021 | <a href="#">32</a> | REQUEST FOR JUDICIAL NOTICE <i>in Support of Plaintiff's Opposition to Motion to Compel Arbitration and Stay Proceedings</i> filed by Plaintiff Jarrell Ellsworth (Kachadoorian, Alexandria) (Entered: 04/02/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 04/08/2021 | <a href="#">33</a> | NOTICE OF ERRATA filed by Defendant Schneider National Carriers, Inc.. correcting NOTICE OF MOTION AND MOTION to Compel Arbitration <a href="#">29</a> <i>Re Declaration Of Angie Sheedlo In Support Of Defendants Motion To Compel Individual Arbitration Of Plaintiffs Claims And Stay Proceedings Pending Ruling On Motion And Completion Of Arbitration</i> (Kane, Matthew) (Entered: 04/08/2021)                                                                                                                                                                                                                                                                               |
| 04/09/2021 | <a href="#">34</a> | REPLY in Support of NOTICE OF MOTION AND MOTION to Compel Arbitration <a href="#">29</a> filed by Defendant Schneider National Carriers, Inc.. (Attachments: # <a href="#">1</a> Declaration of Prestine Dommer, # <a href="#">2</a> Objections to Ellsworth Declaration, # <a href="#">3</a> Objections to Kachadoorian Declaration)(Kane, Matthew) (Entered: 04/09/2021)                                                                                                                                                                                                                                                                                                          |
| 04/09/2021 | <a href="#">35</a> | RESPONSE filed by Defendant Schneider National Carriers, Inc.to Objection/Opposition (Motion related), <a href="#">31</a> <i>Response To Plaintiffs Objections To Declarations Of Theresa Prestine-Dommer And Angie Sheedlo</i> (Kane, Matthew) (Entered: 04/09/2021)                                                                                                                                                                                                                                                                                                                                                                                                               |
| 04/19/2021 | 36                 | SCHEDULING NOTICE by Judge Stanley Blumenfeld, Jr The Court VACATES the hearing in re the MOTION to Compel Arbitration filed by Defendant Schneider National Carriers, Inc Dkt No 29, set for hearing on 4/23/2021 If the Court determines that a hearing is necessary, one will be reset at a later date. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY (vcr) TEXT ONLY ENTRY (Entered 04/19/2021)                                                                                                                                                                                                                                                                           |
| 04/21/2021 | <a href="#">37</a> | OBJECTION in opposition to re: NOTICE OF MOTION AND MOTION to Compel Arbitration <a href="#">29</a> <i>Plaintiff's Objections to Reply Declaration of Theresa Prestine-Dommer re Motion to Compel Arbitration</i> filed by Plaintiff Jarrell Ellsworth. (Kachadoorian, Alexandria) (Entered: 04/21/2021)                                                                                                                                                                                                                                                                                                                                                                            |
| 04/23/2021 | <a href="#">38</a> | RESPONSE IN SUPPORT of NOTICE OF MOTION AND MOTION to Compel Arbitration <a href="#">29</a> <i>Response To Plaintiffs Objections To Reply Declaration Of Theresa Prestine Dommer Re Motion To Compel Arbitration</i> filed by Defendant Schneider National Carriers, Inc.. (Kane, Matthew) (Entered: 04/23/2021)                                                                                                                                                                                                                                                                                                                                                                    |
|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 04/26/2021 | <a href="#">39</a> | MINUTES (IN CHAMBERS) ORDER DENYING DEFENDANT'S MOTION TO COMPEL INDIVIDUAL ARBITRATION OF PLAINTIFF'S CLAIMS AND STAY PROCEEDINGS <a href="#">29</a> by Judge Stanley Blumenfeld, Jr. See document for details. Court Reporter: N/A. (gk) (Entered: 04/27/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 04/26/2021 | <a href="#">40</a> | MINUTES (IN CHAMBERS) ORDER RE: USE OF FOOTNOTES by Judge Stanley Blumenfeld, Jr.: Throughout the briefing in this litigation, the parties have made inappropriate and excessive use of footnotes. Defendant's motion to dismiss and reply brief contained 22 and 15 footnotes, respectively. Plaintiffs opposition to the motion to dismiss contained 16 footnotes. In the motion to compel arbitration, Defendant used 18 footnotes in its moving papers and 30 footnotes in its reply papers. The excessive use of footnotes is designed, if not intended, to skirt the applicable page limits as stated in the Court's Standing Order. Because of this abuse, the parties are precluded from further using any footnotes in this case, and any offending brief shall be summarily stricken and/or shall subject the offending party to other sanctions. Court Reporter: N/A. (gk) (Entered: 04/27/2021) |
| 05/13/2021 | <a href="#">41</a> | NOTICE OF APPEAL to the 9th Circuit Court of Appeals filed by Defendant Schneider National Carriers, Inc.. Appeal of Order on Motion to Compel Arbitration <a href="#">39</a> . (Appeal Fee - \$505 Fee Paid, Receipt No. ACACDC-31287157.) (Kane, Matthew) (Entered: 05/13/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 05/13/2021 | <a href="#">42</a> | NOTIFICATION from Ninth Circuit Court of Appeals of case number assigned and briefing schedule. Appeal Docket No. 21-55492 assigned to Notice of Appeal to 9th Circuit Court of Appeals <a href="#">41</a> as to defendant Schneider National Carriers, Inc. (lom) (Entered: 05/14/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 05/14/2021 | <a href="#">43</a> | NOTICE OF MOTION AND MOTION to Stay Case pending Appeal filed by Defendant Schneider National Carriers, Inc.. Motion set for hearing on 6/18/2021 at 08:30 AM before Judge Stanley Blumenfeld Jr.. (Attachments: # <a href="#">1</a> Proposed Order) (Kane, Matthew) (Entered: 05/14/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 05/19/2021 | <a href="#">44</a> | TRANSCRIPT ORDER re: Court of Appeals case number 21-55492, as to Defendant Schneider National Carriers, Inc. for Court Reporter. Court will contact Trent C. Gill at tgill@mcguirewoods.com with further instructions regarding this order. Transcript preparation will not begin until payment has been satisfied with the court reporter. (Kane, Matthew) (Entered: 05/19/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 05/19/2021 | <a href="#">45</a> | DESIGNATION of Record on Appeal by Defendant Schneider National Carriers, Inc. re <a href="#">41</a> (Kane, Matthew) (Entered: 05/19/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 05/28/2021 | <a href="#">46</a> | OPPOSITION to NOTICE OF MOTION AND MOTION to Stay Case pending Appeal <a href="#">43</a> <i>Plaintiff's Opposition to Motion to Stay Pending Appeal</i> filed by Plaintiff Jarrell Ellsworth. (Attachments: # <a href="#">1</a> Declaration of Justin Kachadoorian in Support of Plaintiff's Opposition to Motion to Stay, # <a href="#">2</a> Proposed Order Denying Defendant's Motion to Stay Pending Appeal)(Kachadoorian, Alexandria) (Entered: 05/28/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 06/04/2021 | <a href="#">47</a> | REPLY in Support of NOTICE OF MOTION AND MOTION to Stay Case pending Appeal <a href="#">43</a> filed by Defendant Schneider National Carriers, Inc.. (Attachments: # <a href="#">1</a> Declaration of Sabrina Beldner)(Kane, Matthew) (Entered: 06/04/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 06/14/2021 | <a href="#">48</a> | MINUTES (IN CHAMBERS) ORDER DENYING DEFENDANT'S MOTION TO STAY PENDING APPEAL <a href="#">43</a> by Judge Stanley Blumenfeld, Jr. See document for details. Court Reporter: N/A. (gk) (Entered: 06/15/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 06/16/2021 | 49                 | TEXT ONLY ENTRY: The parties are advised that the Court has updated its standing orders effective June 15, 2021 (i.e., Standing Order for Civil Cases Assigned to Judge Stanley Blumenfeld, Jr., Mandatory Scheduling Conference (MSC) Order, Order Re:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                    | Motions for Summary Judgment, Pretrial and Trial Order). These orders apply to all pending cases, except as follows: (1) the updated Order Re: Motions for Summary Judgment (MSJ) does not apply to any MSJ filed on or before July 27, 2021; and (2) the updated Pretrial and Trial Order does not apply to any case with a pretrial conference set on or before July 22, 2021. The parties are directed to read and comply with all these standing orders except as noted in the prior sentence. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (rrey) TEXT ONLY ENTRY (Entered: 06/16/2021)                                                                                                                                                                                                                                              |
| 06/24/2021 | <a href="#">50</a> | NOTICE OF MOTION AND MOTION to Compel Responses to Discovery and Compliance with Rule 30(b)(6) Deposition Notice filed by plaintiff Jarrell Ellsworth. Motion set for hearing on 7/27/2021 at 10:00 AM before Magistrate Judge Sheri Pym. (Attachments: # <a href="#">1</a> Declaration of Justin Kachadoorian in Support of Plaintiff's Motion to Compel Responses to Discovery and Compliance with Rule 30(b)(6) Deposition Notice, # <a href="#">2</a> Proposed Order Granting Motion Pursuant to Rule 37 to Compel Responses to Discovery and Compliance with Rule 30(b)(6) Deposition Notice)(Kachadoorian, Alexandria) (Entered: 06/24/2021)                                                                                                                                                                                                |
| 06/28/2021 | <a href="#">51</a> | EX PARTE APPLICATION to Strike MOTION to Compel Responses to Discovery and Compliance with Rule 30(b)(6) Deposition Notice <a href="#">50</a> filed by Defendant Schneider National Carriers, Inc.. (Attachments: # <a href="#">1</a> Proposed Order)(Beverlin, Amy) (Entered: 06/28/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 06/28/2021 | <a href="#">52</a> | OPPOSITION to EX PARTE APPLICATION to Strike MOTION to Compel Responses to Discovery and Compliance with Rule 30(b)(6) Deposition Notice <a href="#">50</a> <a href="#">51</a> filed by Plaintiff Jarrell Ellsworth. (Attachments: # <a href="#">1</a> Declaration of Justin Kachadoorian in Support of Opposition to Ex Parte Application to Strike Plaintiff's Motion to Compel Discovery, # <a href="#">2</a> Proposed Order Denying Ex Parte Application)(Kachadoorian, Justin) (Entered: 06/28/2021)                                                                                                                                                                                                                                                                                                                                         |
| 06/30/2021 | <a href="#">53</a> | MINUTES (IN CHAMBERS) by Magistrate Judge Sheri Pym: Order Granting Defendants Ex Parte Application to Strike Plaintiffs Motion to Compel <a href="#">50</a> , <a href="#">51</a> (SEE ORDER FOR DETAILS). (kca) (Entered: 06/30/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 07/07/2021 | <a href="#">54</a> | ORDER from Ninth Circuit Court of Appeals filed re: Notice of Appeal to 9th Circuit Court of Appeals <a href="#">41</a> filed by Schneider National Carriers, Inc.. CCA # 21-55492. Appellant's emergency motion for a stay pending appeal of the district court's order denying a motion to compel arbitration (Docket Entry No. 7) is denied. (car) (Entered: 07/07/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 07/09/2021 | <a href="#">55</a> | NOTICE OF MOTION AND MOTION to Certify Class filed by plaintiff Jarrell Ellsworth. Motion set for hearing on 9/3/2021 at 08:30 AM before Judge Stanley Blumenfeld Jr.. (Attachments: # <a href="#">1</a> Memorandum Plaintiff's Memorandum of Points and Authorities in Support of Motion for Class Certification, # <a href="#">2</a> Declaration Declaration of Jeffrey Hansen in Support of Plaintiff's Motion for Class Certification, # <a href="#">3</a> Declaration Declaration of Plaintiff Jarrell Ellsworth in Support of Plaintiff's Motion for Class Certification, # <a href="#">4</a> Declaration Declaration of Justin Kachadoorian in Support of Plaintiff's Motion for Class Certification, # <a href="#">5</a> Proposed Order Granting Plaintiff's Motion for Class Certification) (Kachadoorian, Justin) (Entered: 07/09/2021) |
| 07/30/2021 | <a href="#">56</a> | TRANSCRIPT for proceedings held on 12/11/20 9:20 am. Court Reporter/Electronic Court Recorder: Katie Thibodeaux, CSR, RPR, CRR, phone number ktbdx@aol.com. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Electronic Court Recorder before the deadline for Release of Transcript Restriction. After that date it may be obtained through PACER. Notice of Intent to Redact due within 7 days of this date. Redaction Request due 8/20/2021. Redacted Transcript Deadline set for 8/30/2021. Release of Transcript Restriction set for 10/28/2021. (Thibodeaux, Elizabeth) (Entered: 07/30/2021)                                                                                                                                                                                                  |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 07/30/2021 | <a href="#">57</a> | NOTICE OF FILING TRANSCRIPT filed for proceedings 12/11/20 9:20 am re Transcript <a href="#">56</a> THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY. (Thibodeaux, Elizabeth) TEXT ONLY ENTRY (Entered: 07/30/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 07/30/2021 | <a href="#">58</a> | MEMORANDUM in Opposition to NOTICE OF MOTION AND MOTION to Certify Class <a href="#">55</a> filed by Defendant Schneider National Carriers, Inc.. (Attachments: # <a href="#">1</a> Declaration of Eric Imlay, # <a href="#">2</a> Declaration of Lee Whipp, # <a href="#">3</a> Declaration of Jacquie Salmi, # <a href="#">4</a> SEALED ATTACHMENT - Declaration of Justice Danel, # <a href="#">5</a> Declaration of Jared Stedl, # <a href="#">6</a> Declaration of Robert Seidl, # <a href="#">7</a> Declaration of Angie Sheedlo, # <a href="#">8</a> Declaration of Karin Green, # <a href="#">9</a> Declaration of Kirk Koenig, # <a href="#">10</a> Evidentiary Objections to Declaration of Ellsworth, # <a href="#">11</a> Evidentiary Objections to Declaration of Hansen, # <a href="#">12</a> Evidentiary Objections to Declaration of Kachadoorian)(Kane, Matthew) [SEALED ATTACHMENT 4 PER ORDER ON 8/11/2021, SEE DOCKET NO. 60] Modified on 8/11/2021 (gk). (Entered: 07/30/2021) |
| 08/09/2021 | <a href="#">59</a> | EX PARTE APPLICATION for Order for To Seal The Declaration Of Justice Danel [Dkt. #58-4] And For Leave To File A Redacted Version Of The Declaration Of Justice Danel filed by Defendant Schneider National Carriers, Inc.. (Attachments: # <a href="#">1</a> Proposed Order) (Beldner, Sabrina) (Entered: 08/09/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 08/11/2021 | <a href="#">60</a> | ORDER GRANTING DEFENDANT'S UNOPPOSED EX PARTE APPLICATION (1) TO SEAL THE DECLARATION OF JUSTICE DANEL AND (2) FOR LEAVE TO FILE A REDACTED VERSION OF THE DECLARATION OF JUSTICE DANEL by Judge Stanley Blumenfeld, Jr.: Defendant's Ex Parte Application <a href="#">59</a> shall be and hereby is GRANTED. The Declaration of Justice Danel, Dkt. No. 58-4, shall be and hereby is sealed in its entirety. Defendant Schneider National Carrier, Inc. is hereby ORDERED to file the redacted version of the Declaration of Justice Danel to comply with Fed. R. Civ. P. 5.2 and Local Rule 5.2-1, that is attached to the Declaration of Sabrina A. Beldner in support of the Application, within one court day of the entry of this Order. (gk) (Entered: 08/11/2021)                                                                                                                                                                                                                           |
| 08/12/2021 | <a href="#">61</a> | DECLARATION of Justice Danel in Opposition to NOTICE OF MOTION AND MOTION to Certify Class <a href="#">55</a> [Redacted] filed by Defendant Schneider National Carriers, Inc.. (Beldner, Sabrina) (Entered: 08/12/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 08/13/2021 | <a href="#">62</a> | REPLY in support of NOTICE OF MOTION AND MOTION to Certify Class <a href="#">55</a> filed by Plaintiff Jarrell Ellsworth. (Attachments: # <a href="#">1</a> Declaration - Rebuttal Declaration of Jeffrey Hansen in Support of Plaintiff's Motion for Class Certification, # <a href="#">2</a> Declaration - Reply Declaration of Justin Kachadoorian in Support of Plaintiff's Motion for Class Certification, # <a href="#">3</a> Plaintiff's Objections to Declarations of Eric Imlay, Angie Sheedlo, Jared Stedl, Karin Green, Jacquie Salmi, Lee Whipp, Robert Seidl, Justice Danel, and Kirk Koenig) (Kachadoorian, Justin) (Entered: 08/13/2021)                                                                                                                                                                                                                                                                                                                                             |
| 08/16/2021 | <a href="#">63</a> | Joint STIPULATION to Continue Hearing on Plaintiff's Motion for Class Certification from September 3, 2021 to October 1, 2021 Re: NOTICE OF MOTION AND MOTION to Certify Class <a href="#">55</a> filed by Defendant Schneider National Carriers, Inc.. (Attachments: # <a href="#">1</a> Proposed Order)(Kane, Matthew) (Entered: 08/16/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 08/17/2021 | <a href="#">64</a> | Notice of Appearance or Withdrawal of Counsel: for attorney Amy E Beverlin counsel for Defendant Schneider National Carriers, Inc.. Ashley R. Li is no longer counsel of record for the aforementioned party in this case for the reason indicated in the G-123 Notice. Filed by Defendant SCHNEIDER NATIONAL CARRIERS, INC.. (Beverlin, Amy) (Entered: 08/17/2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 08/19/2021 | <a href="#">65</a> | ORDER GRANTING JOINT STIPULATION TO CONTINUE HEARING ON PLAINTIFF'S MOTION FOR CLASS CERTIFICATION <a href="#">63</a> by Judge Stanley Blumenfeld, Jr. is ORDERED as follows: 1. The hearing on Plaintiff's MCC shall be and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                    | hereby is continued from 8:30 a.m. on Friday, September 3, 2021, to 8:30 a.m. on Friday, October 1, 2021. IT IS SO ORDERED. (lom) (Entered: 08/19/2021)                                                                                                                                                                                                                                                                                       |
| 08/23/2021 | <a href="#">66</a> | OBJECTION in Opposition to re: NOTICE OF MOTION AND MOTION to Certify Class <a href="#">55</a> <i>Objections To Rebuttal Declaration Of Jeffrey Hansen</i> filed by Defendant Schneider National Carriers, Inc.. (Kane, Matthew) (Entered: 08/23/2021)                                                                                                                                                                                        |
| 08/23/2021 | <a href="#">67</a> | RESPONSE TO PLAINTIFFS OBJECTIONS TO DECLARATIONS OF ERIC IMLAY, ANGIE SHEEDLO, JARED STEDL, KARIN GREEN, JACQUIE SALMI, LEE WIHPP, ROBERT SEIDL, JUSTIC DANIEL, AND KIRK KOENIG re NOTICE OF MOTION AND MOTION to Certify Class <a href="#">55</a> filed by Defendant Schneider National Carriers, Inc.. (Kane, Matthew) (Entered: 08/23/2021)                                                                                               |
| 09/13/2021 | <a href="#">68</a> | Notice of Appearance or Withdrawal of Counsel: for attorney Sabrina A Beldner counsel for Defendant Schneider National Carriers, Inc.. Matthew C. Kane is no longer counsel of record for the aforementioned party in this case for the reason indicated in the G-123 Notice. Filed by Defendant SCHNEIDER NATIONAL CARRIERS, INC.. (Beldner, Sabrina) (Entered: 09/13/2021)                                                                  |
| 09/13/2021 | <a href="#">69</a> | Notice of Appearance or Withdrawal of Counsel: for attorney Sabrina A Beldner counsel for Defendant Schneider National Carriers, Inc.. Amy E. Beverlin is no longer counsel of record for the aforementioned party in this case for the reason indicated in the G-123 Notice. Filed by Defendant SCHNEIDER NATIONAL CARRIERS, INC.. (Beldner, Sabrina) (Entered: 09/13/2021)                                                                  |
| 09/14/2021 | <a href="#">70</a> | STIPULATION to Continue Hearing on Motion for Class Certification from October 1, 2021 to October 22, 2021 Re: NOTICE OF MOTION AND MOTION to Certify Class <a href="#">55</a> filed by Defendant Schneider National Carriers, Inc.. (Attachments: # <a href="#">1</a> Proposed Order) (Beldner, Sabrina) (Entered: 09/14/2021)                                                                                                               |
| 09/22/2021 | <a href="#">71</a> | ORDER GRANTING FURTHER JOINT STIPULATION TO CONTINUE HEARING ON PLAINTIFF'S MOTION FOR CLASS CERTIFICATION by Judge Stanley Blumenfeld, Jr.: The Stipulation <a href="#">70</a> is GRANTED and it is ORDERED that the hearing on Plaintiff's Motion for Class Certification <a href="#">55</a> shall be and hereby is continued to 10/22/2021 at 08:30 AM before Judge Stanley Blumenfeld Jr. (gk) (Entered: 09/22/2021)                      |
| 10/05/2021 | <a href="#">72</a> | NOTICE OF RECENTLY DECIDED AUTHORITY OPPOSING CLASS CERTIFICATION re NOTICE OF MOTION AND MOTION to Certify Class <a href="#">55</a> filed by Defendant Schneider National Carriers, Inc.. (Beldner, Sabrina) (Entered: 10/05/2021)                                                                                                                                                                                                           |
| 10/06/2021 | <a href="#">73</a> | NOTICE of Response to Defendant's Notice of Recently Decided Authority re Plaintiff's Class Certification Motion filed by plaintiff Jarrell Ellsworth. (Kachadoorian, Justin) (Entered: 10/06/2021)                                                                                                                                                                                                                                           |
| 10/28/2021 | <a href="#">74</a> | PRETRIAL AND TRIAL ORDER by Judge Stanley Blumenfeld, Jr. (vcr) (Entered: 10/28/2021)                                                                                                                                                                                                                                                                                                                                                         |
| 10/28/2021 | <a href="#">75</a> | ORDER RE MOTIONS FOR SUMMARY JUDGMENT by Judge Stanley Blumenfeld, Jr. (vcr) (Entered: 10/28/2021)                                                                                                                                                                                                                                                                                                                                            |
| 10/28/2021 | <a href="#">76</a> | MINUTE ORDER DENYING PLAINTIFF'S MOTION FOR CLASS CERTIFICATION <a href="#">55</a> by Judge Stanley Blumenfeld, Jr. See document for details. Court Reporter: N/A. (gk) (Entered: 10/29/2021)                                                                                                                                                                                                                                                 |
| 10/28/2021 | <a href="#">77</a> | MINUTES (IN CHAMBERS) by Judge Stanley Blumenfeld, Jr.: The DOE defendants remaining after 12/28/2021 are dismissed by operation of this Order and without further notice. The Court sets the pretrial and trial dates noted in this order based on an evaluation of the complexity of the case. Jury Trial set for 5/31/2022 08:30 AM before Judge Stanley Blumenfeld Jr. Final Pretrial Conference and Hearing on Motions in Limine set for |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                    | 5/20/2022 10:00 AM before Judge Stanley Blumenfeld Jr. Motion to Amend Pleadings/Add Parties (Hearing Deadline) 12/28/2021. Non-Expert Discovery cut-off 2/18/2022. Discovery Motion Hearing Deadline 2/25/2022. Non-Discovery Motion Hearing Deadline 2/25/2022. Settlement Conference Deadline 3/11/2022. Post-Settlement Status Conference set for 3/25/2022 08:30 AM before Judge Stanley Blumenfeld Jr. Status Report due by 3/18/2022. Trial Filings (First Set) Deadline 4/29/2022. Trial Filings (Second Set) Deadline 5/6/2022. See document for further details. Court Reporter: N/A. (gk) (Entered: 10/29/2021)                                                                                                             |
| 11/15/2021 | <a href="#">78</a> | STIPULATION to Continue Deadlines in the Case Management Order Re: Minutes of In Chambers Order/Directive - no proceeding held,,,,, Set/Reset Deadlines/Hearings,,,, <a href="#">77</a> filed by plaintiff Jarrell Ellsworth. (Attachments: # <a href="#">1</a> Proposed Order Continuing Deadlines in the Case Management Order)(Kachadoorian, Justin) (Entered: 11/15/2021)                                                                                                                                                                                                                                                                                                                                                          |
| 11/16/2021 | <a href="#">79</a> | MINUTE ORDER DENYING JOINT STIPULATION FOR CONTINUANCE by Judge Stanley Blumenfeld, Jr: The parties have agreed to mediate only one of the claims in this action, and the mediation is scheduled to occur prior to the CMO's current Settlement Conference deadline. Further, the parties were first ordered to commence discovery on March 16, 2021. Dkt. No. <a href="#">28</a> . Their request to delay discovery another four months to conserve their resources and "promote judicial economy" after failing to engage in discovery for the last eight months fails to demonstrate good cause. Accordingly, the Court denies the requested extension. re: Stipulation to Continue <a href="#">78</a> . (jp) (Entered: 11/17/2021) |
| 12/03/2021 | <a href="#">80</a> | ORDER from Ninth Circuit Court of Appeals filed re: Notice of Appeal to 9th Circuit Court of Appeals <a href="#">41</a> filed by Schneider National Carriers, Inc. CCA # 21-55492. Appellant's motion to dismiss this appeal is granted. The parties shall bear their own costs and attorneys' fees on appeal. A copy of this order shall serve as and for the mandate of this court. (gk) (Entered: 12/06/2021)                                                                                                                                                                                                                                                                                                                       |
| 01/18/2022 | <a href="#">81</a> | Joint STIPULATION to Remand Case to State Court filed by plaintiff Jarrell Ellsworth. (Attachments: # <a href="#">1</a> Proposed Order Granting Joint Stipulation to Remand Action to State Court)(Kachadoorian, Justin) (Entered: 01/18/2022)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 01/19/2022 | <a href="#">82</a> | ORDER GRANTING JOINT STIPULATION TO REMAND ACTION TO STATE COURT by Judge Stanley Blumenfeld, Jr.: The Stipulation <a href="#">81</a> shall be and hereby is GRANTED and this action is remanded to the Superior Court of the State of California for the County of San Bernardino, Case Number CIVDS2012486. ( Case Terminated. Made JS-6 ) (gk) (Entered: 01/20/2022)                                                                                                                                                                                                                                                                                                                                                                |
| 01/20/2022 | <a href="#">83</a> | TRANSMITTAL of documents to Clerk, San Bernardino Superior Court, San Bernardino Justice Center. A certified copy of the order of remand and a copy of the docket sheet from this court was sent to Clerk, San Bernardino Superior Court, San Bernardino Justice Center. (gk) (Entered: 01/20/2022)                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 01/27/2022 | <a href="#">84</a> | ORDER from Ninth Circuit Court of Appeals filed. CCA # 21-80114. Plaintiff-petitioner's motion to dismiss this petition for permission to appeal pursuant to Fed. R. Civ. P 23(f) is granted. Fed. R. App. P. 42(b). The parties shall bear their own costs and attorneys' fees on appeal. (mat) (Entered: 01/28/2022)                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                             |  |                     |  |
|-----------------------------|--|---------------------|--|
| <b>PACER Service Center</b> |  |                     |  |
| <b>Transaction Receipt</b>  |  |                     |  |
| 02/24/2022 15:34:20         |  |                     |  |
| <b>PACER Login:</b>         |  | <b>Client Code:</b> |  |

**General Docket**  
**United States Court of Appeals for the Ninth Circuit**

**Court of Appeals Docket #:** 21-55492**Docketed:** 05/13/2021**Nature of Suit:** 3480 Consumer Credit**Termed:** 12/03/2021

Jarrell Ellsworth v. Schneider National Carriers, I, et al

**Appeal From:** U.S. District Court for Central California, Riverside**Fee Status:** Paid**Case Type Information:**

- 1) civil
- 2) private
- 3) null

**Originating Court Information:****District:** 0973-5 : [5:20-cv-01699-SB-SP](#)**Court Reporter:** Katie Elizabeth Thibodeaux, Official Court Reporter**Trial Judge:** Stanley Blumenfeld, Junior, District Judge**Date Filed:** 08/21/2020**Date Order/Judgment:**

04/26/2021

**Date Order/Judgment EOD:**

04/26/2021

**Date NOA Filed:**

05/13/2021

**Date Rec'd COA:**

05/13/2021

**Prior Cases:**

None

**Current Cases:**

None

JARRELL ELLSWORTH, on behalf of himself and others similarly situated

Plaintiff - Appellee,

Alexandria Kachadoorian

Direct: 310-277-9945

Email: alexandria@counselonelinegroup.com

[COR NTC Retained]

CounselOne, PC

9301 Wilshire Boulevard

Suite 650

Beverly Hills, CA 90210

Justin Kachadoorian, Esquire, Attorney

Direct: 310-277-9945

Email: justin@counselonelinegroup.com

Fax: 424-277-3727

[COR NTC Retained]

CounselOne, PC

9301 Wilshire Boulevard

Suite 650

Beverly Hills, CA 90210

v.

SCHNEIDER NATIONAL CARRIERS, INC.

Defendant - Appellant,

Sabrina Alexis Beldner, Esquire, Attorney

Direct: 310-956-3419

Email: sbeldner@mcguirewoods.com

Fax: 310-956-3119

[COR LD NTC Retained]

McGuireWoods, LLP

1800 Century Park, E

8th Floor

Los Angeles, CA 90067

Matthew Allen Fitzgerald, Esquire

Direct: 804-775-4716

Email: mfitzgerald@mcguirewoods.com

[COR NTC Government]

McGuireWoods, LLP

Gateway Plaza

800 E Canal Street

Richmond, VA 23219-3916

Katherine Elizabeth Lehn  
Direct: 804-775-7887  
Email: klehnen@mcguirewoods.com  
Fax: 804-698-2187  
[COR NTC Retained]  
McGuireWoods, LLP  
Gateway Plaza  
800 E Canal Street  
Richmond, VA 23219-3916

DOES, 1 through 10, inclusive  
Defendant,

JARRELL ELLSWORTH, on behalf of himself and others similarly situated,

Plaintiff - Appellee,

v.

SCHNEIDER NATIONAL CARRIERS, INC.,

Defendant - Appellant,

and

DOES, 1 through 10, inclusive,

Defendant.

- 05/13/2021 ☐ [1](#) 28 pg, 981.95 KB DOCKETED CAUSE AND ENTERED APPEARANCES OF COUNSEL. SEND MQ: Yes. The schedule is set as follows: Appellant Schneider National Carriers, Inc. Mediation Questionnaire due on 05/20/2021. Transcript ordered by 06/14/2021. Transcript due 07/12/2021. Appellant Schneider National Carriers, Inc. opening brief due 08/23/2021. Appellee Jarrell Ellsworth answering brief due 09/20/2021. Appellant's optional reply brief is due 21 days after service of the answering brief. [12112316] (JPD) [Entered: 05/13/2021 02:58 PM]
- 05/17/2021 ☐ 2 Filed (ECF) notice of appearance of Matthew Allen Fitzgerald (McGuireWoods LLP, Gateway Plaza, 800 East Canal Street, Richmond, VA 23219) for Appellant Schneider National Carriers, Inc.. Date of service: 05/17/2021. (Party was previously proceeding with counsel.) [12114378] [21-55492] (Fitzgerald, Matthew) [Entered: 05/17/2021 06:35 AM]
- 05/17/2021 ☐ 3 Added Attorney(s) Matthew Allen Fitzgerald for party(s) Appellant Schneider National Carriers, Inc., in case 21-55492. [12114420] (NAC) [Entered: 05/17/2021 07:17 AM]
- 05/19/2021 ☐ [4](#) 3 pg, 175.56 KB Filed (ECF) Appellant Schneider National Carriers, Inc. Mediation Questionnaire. Date of service: 05/19/2021. [12118225] [21-55492] (Fitzgerald, Matthew) [Entered: 05/19/2021 01:18 PM]
- 05/19/2021 ☐ 5 The Mediation Questionnaire for this case was filed on 05/19/2021. To submit pertinent **confidential** information directly to the Circuit Mediators, please use the following [link](#). Confidential submissions may include any information relevant to mediation of the case and settlement potential, including, but not limited to, settlement history, ongoing or potential settlement discussions, non-litigated party related issues, other pending actions, and timing considerations that may impact mediation efforts.[12118873]. [21-55492] (AD) [Entered: 05/19/2021 06:44 PM]
- 05/21/2021 ☐ [6](#) 5 pg, 168.47 KB MEDIATION CONFERENCE SCHEDULED - DIAL-IN AssessmentConference, 06/14/2021, 1:30 p.m. PACIFIC Time. The briefing schedule previously set by the court remains in effect. See order for instructions and details. [12121530] (MS) [Entered: 05/21/2021 04:12 PM]
- 06/18/2021 ☐ [7](#) 151 pg, 2.09 MB Filed (ECF) Appellant Schneider National Carriers, Inc. EMERGENCY Motion to stay lower court action. Date of service: 06/18/2021. [12148200] [21-55492] (Fitzgerald, Matthew) [Entered: 06/18/2021 04:31 PM]
- 06/21/2021 ☐ [8](#) 1 pg, 98.72 KB Filed clerk order (Deputy Clerk: MK-S): The court has received appellant's emergency motion to stay district court proceedings pending appeal (Docket Entry No. [7](#)). The response is due June 28, 2021, by 9:00 a.m. PDT. The reply in support of the motion is due July 1, 2021, by 5:00 p.m. PDT. [12149328] (AF) [Entered: 06/21/2021 12:47 PM]
- 06/27/2021 ☐ [9](#) 166 pg, 2.98 MB Filed (ECF) Appellee Jarrell Ellsworth response opposing motion ([7](#) Motion (ECF Filing), [7](#) Motion (ECF Filing) motion to stay lower court action). Date of service: 06/27/2021. [12155480] [21-55492] (Kachadoorian, Alexandria) [Entered: 06/27/2021 06:49 PM]
- 06/30/2021 ☐ 10 Filed (ECF) notice of appearance of Katherine E. Lehnen (McGuireWoods LLP, Gateway Plaza, 800 East Canal Street, Richmond, VA 23219) for Appellant Schneider National Carriers, Inc.. Date of service: 06/30/2021. (Party was previously proceeding with counsel.) [12159265] [21-55492] (Lehnen, Katherine) [Entered: 06/30/2021 01:54 PM]
- 06/30/2021 ☐ 11 Added Attorney(s) Katherine Elizabeth Lehnen for party(s) Appellant Schneider National Carriers, Inc., in case 21-55492. [12159276] (NAC) [Entered: 06/30/2021 01:58 PM]
- 07/01/2021 ☐ [12](#) 22 pg, 346.99 KB Filed (ECF) Appellant Schneider National Carriers, Inc. reply to response (). Date of service: 07/01/2021. [12160238] [21-55492] (Fitzgerald, Matthew) [Entered: 07/01/2021 10:44 AM]
- 07/07/2021 ☐ [13](#) 1 pg, 122.6 KB Filed order (JOHNNIE B. RAWLINSON and CONSUELO M. CALLAHAN) Appellant's emergency motion for a stay pending appeal of the district court's order denying a motion to compel arbitration (Docket Entry No. [7](#)) is denied. See Nken v. Holder, 556 U.S. 418 (2009) (setting forth moving party's burden and discussing factors for consideration). The previously established briefing schedule remains in effect. [12164794] (WL) [Entered: 07/07/2021 10:13 AM]
- 08/17/2021 ☐ [14](#) 2 pg, 128.54 KB MEDIATION CONFERENCE SCHEDULED - DIAL-IN Conference, 10/08/2021, 10:00 a.m. Pacific Time. The briefing schedule previously set by the court is amended as follows: Appellant Schneider National Carriers, Inc. opening brief due 10/22/2021. Appellee Jarrell Ellsworth answering brief due 11/22/2021. Appellant's optional reply brief is due within 21 days after service of the answering brief. See order for details. [12203576] (CL) [Entered: 08/17/2021 11:16 AM]
- 09/14/2021 ☐ 15 Filed (ECF) Notice of withdrawal of counsel. Filed by Attorney Matthew Kane for Appellant Schneider National Carriers, Inc.. Party proceeding without counsel: No. Date of service: 09/14/2021. [12227496] [21-55492] (Kane, Matthew) [Entered: 09/14/2021 09:30 AM]
- 09/14/2021 ☐ 16 Filed (ECF) Notice of withdrawal of counsel. Filed by Attorney Amy E. Beverlin for Appellant Schneider National Carriers, Inc.. Party proceeding without counsel: No. Date of service: 09/14/2021. [12227505] [21-55492] (Beverlin, Amy) [Entered: 09/14/2021 09:34 AM]
- 09/14/2021 ☐ 17 Terminated Amy E. Beverlin for Schneider National Carriers, Inc. in 21-55492, Matthew Kane for Schneider National Carriers, Inc. in 21-55492 [12227544] (NAC) [Entered: 09/14/2021 10:02 AM]

|            |                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 09/23/2021 | <input type="checkbox"/> <a href="#">18</a><br>2 pg, 127.52 KB | MEDIATION CONFERENCE SCHEDULED - DIAL-IN Conference, 12/08/2021, 10:00 a.m., Pacific Time. The briefing schedule previously set by the court is amended as follows: Appellant Schneider National Carriers, Inc. opening brief due 12/21/2021. Appellee Jarrell Ellsworth answering brief due 01/20/2022. Appellants optional reply brief is due within 21 days afer service of the answering brief. See order for details. [12236726] (VS) [Entered: 09/23/2021 09:11 AM]                                                                                                                                      |
| 10/01/2021 | <input type="checkbox"/> <a href="#">19</a><br>1 pg, 88.9 KB   | MEDIATION CONFERENCE CANCELED. (originally scheduled on 10/08/2021 ). [12245065] (CL) [Entered: 10/01/2021 01:13 PM]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 12/03/2021 | <input type="checkbox"/> <a href="#">20</a><br>4 pg, 127.5 KB  | Filed (ECF) Appellant Schneider National Carriers, Inc. Motion to dismiss case voluntarily pursuant to FRAP 42(b). Date of service: 12/03/2021. [12304899] [21-55492] (Fitzgerald, Matthew) [Entered: 12/03/2021 11:11 AM]                                                                                                                                                                                                                                                                                                                                                                                     |
| 12/03/2021 | <input type="checkbox"/> 21                                    | Deleted Incorrect Entry. Correct entry to follow. Notice about deletion sent to case participants registered for electronic filing. Correct Entry: <a href="#">22</a> Original Text: Filed order MEDIATION (SJS): The dial-in conference previously scheduled for December 8, 2021, is canceled. Appellants motion to dismiss this appeal (Docket Entry No. <a href="#">20</a> ) is granted. Fed. R. App. P. 42(b). The parties shall bear their own costs and attorneys fees on appeal. A copy of this order shall serve as and for the mandate of this court. [12305580] (RT) [Entered: 12/03/2021 04:45 PM] |
| 12/03/2021 | <input type="checkbox"/> <a href="#">22</a><br>1 pg, 96.72 KB  | Filed order (Deputy Clerk: SJS) : The dial-in conference previously scheduled for December 8, 2021, is canceled. Appellant's motion to dismiss this appeal (Docket Entry No. <a href="#">20</a> ) is granted. Fed. R. App. P. 42(b). The parties shall bear their own costs and attorneys' fees on appeal. A copy of this order shall serve as and for the mandate of this court. [12305659] (RT) [Entered: 12/03/2021 05:23 PM]                                                                                                                                                                               |

**General Docket**  
**United States Court of Appeals for the Ninth Circuit**

**Court of Appeals Docket #:** 21-80114**Docketed:** 11/14/2021

Jarrell Ellsworth v. Schneider National Carriers, I

**Termed:** 01/27/2022**Appeal From:** U.S. District Court for Central California, Riverside**Fee Status:** Not Applicable**Case Type Information:**

- 1) 23(f) petition
- 2) Private (Pet Perm Appeal)
- 3) null

**Originating Court Information:****District:** 0973-5 : [5:20-cv-01699-SB-SP](#)**Trial Judge:** Stanley Blumenfeld, Junior, District Judge**Date Filed:** 08/21/2020**Date Order/Judgment:**  
10/28/2021**Date NOA Filed:**  
11/12/2021**Date Rec'd COA:**  
11/12/2021**Prior Cases:**

None

**Current Cases:**

None

JARRELL ELLSWORTH, on behalf of himself and others similarly situated

Plaintiff - Petitioner,

Alexandria Kachadoorian  
 Direct: 310-277-9945  
 Email: [alexandria@counselonegroup.com](mailto:alexandria@counselonegroup.com)  
 [COR LD NTC Retained]  
 CounselOne, PC  
 9301 Wilshire Boulevard  
 Suite 650  
 Beverly Hills, CA 90210

Justin Kachadoorian, Esquire, Attorney  
 Direct: 310-277-9945  
 Email: [justin@counselonegroup.com](mailto:justin@counselonegroup.com)  
 Fax: 424-277-3727  
 [COR LD NTC Retained]  
 CounselOne, PC  
 9301 Wilshire Boulevard  
 Suite 650  
 Beverly Hills, CA 90210

v.

SCHNEIDER NATIONAL CARRIERS, INC.

Defendant - Respondent,

Sabrina Alexis Beldner, Esquire, Attorney  
 Direct: 310-956-3419  
 Email: [sbeldner@mcguirewoods.com](mailto:sbeldner@mcguirewoods.com)  
 Fax: 310-956-3119  
 [COR LD NTC Retained]  
 McGuireWoods, LLP  
 1800 Century Park, E  
 8th Floor  
 Los Angeles, CA 90067

Matthew Allen Fitzgerald, Esquire  
 Direct: 804-775-4716  
 Email: [mfitzgerald@mcguirewoods.com](mailto:mfitzgerald@mcguirewoods.com)  
 [COR LD NTC Retained]  
 McGuireWoods, LLP  
 Gateway Plaza  
 800 E Canal Street  
 Richmond, VA 23219-3916

Katherine Elizabeth Lehnen  
 Direct: 804-775-7887

Email: klehnen@mcguirewoods.com  
Fax: 804-698-2187  
[COR NTC Retained]  
McGuireWoods, LLP  
Gateway Plaza  
800 E Canal Street  
Richmond, VA 23219-3916

JARRELL ELLSWORTH, on behalf of himself and others similarly situated,

Plaintiff - Petitioner,

v.

SCHNEIDER NATIONAL CARRIERS, INC.,

Defendant - Respondent.

|            |                                                                |                                                                                                                                                                                                                                                                                                                                                                                     |
|------------|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/12/2021 | <input type="checkbox"/> <a href="#">1</a><br>39 pg, 946.02 KB | FILED ON 11/12/2021 PETITION FOR PERMISSION TO APPEAL PURSUANT TO RULE 23(f). SERVED ON 11/12/2021. [12286478] (BY) [Entered: 11/14/2021 10:57 AM]                                                                                                                                                                                                                                  |
| 11/15/2021 | <input type="checkbox"/> <a href="#">2</a><br>1 pg, 184.25 KB  | Filed (ECF) Respondent Schneider National Carriers, Inc. Motion to extend time to file opposition until 12/06/2021. Date of service: 11/15/2021. [12287360] [21-80114] (Lehnen, Katherine) [Entered: 11/15/2021 01:46 PM]                                                                                                                                                           |
| 11/22/2021 | <input type="checkbox"/> <a href="#">3</a><br>29 pg, 292.36 KB | Filed (ECF) Respondent Schneider National Carriers, Inc. answer to 23f petition. Date of service: 11/22/2021. [12295906] [21-80114] (Fitzgerald, Matthew) [Entered: 11/22/2021 04:52 PM]                                                                                                                                                                                            |
| 11/29/2021 | <input type="checkbox"/> <a href="#">4</a><br>20 pg, 355.41 KB | Filed (ECF) Petitioner Jarrell Ellsworth Motion for miscellaneous relief [Motion to file Reply in support of petition; Filing includes reply to response in support of petition]. Date of service: 11/29/2021. [12300246] [21-80114]--[COURT UPDATE: Updated docket text to reflect content of filing. 11/29/2021 by SLM] (Kachadoorian, Alexandria) [Entered: 11/29/2021 03:33 PM] |
| 12/07/2021 | <input type="checkbox"/> <a href="#">5</a><br>5 pg, 278.56 KB  | Filed (ECF) Respondent Schneider National Carriers, Inc. citation of supplemental authorities. Date of service: 12/07/2021. [12308904] [21-80114] (Fitzgerald, Matthew) [Entered: 12/07/2021 02:58 PM]                                                                                                                                                                              |
| 01/21/2022 | <input type="checkbox"/> <a href="#">6</a><br>4 pg, 49.36 KB   | Filed (ECF) Petitioner Jarrell Ellsworth Motion to dismiss case voluntarily pursuant to FRAP 42(b). Date of service: 01/21/2022. [12348061] [21-80114] (Kachadoorian, Alexandria) [Entered: 01/21/2022 05:07 PM]                                                                                                                                                                    |
| 01/27/2022 | <input type="checkbox"/> <a href="#">7</a><br>1 pg, 96.95 KB   | Filed order (Deputy Clerk: SJS): Plaintiff-petitioner's motion to dismiss this petition for permission to appeal pursuant to Fed. R. Civ. P. 23(f) (Docket Entry No. <a href="#">6</a> ) is granted. Fed. R. App. P. 42(b). The parties shall bear their own costs and attorneys' fees on appeal. [12353418] (AF) [Entered: 01/27/2022 01:23 PM]                                    |