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March 11, 2025

VIA ONLINE ELECTRONIC SUBMISSION

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102
SUBMITTED ONLINE

CAL/OSHA Enforcement Branch
464 W. 4th Street, Ste. 332
San Bernardino, CA 92401
DOSHSB@dir.ca.gov
SUBMITTED VIA E-MAIL

Re: Notice Pursuant to California Labor Code § 2699.3 re Schneider National Carriers, Inc.

Pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”), Cal. Labor Code § 2698, *et seq.*, Jeffrey Kissinger and Kolten Trimble (Plaintiffs”) provide this notice on behalf of themselves and other aggrieved employees in the State of California to the Labor and Workforce Development Agency (“LWDA”), Division of Occupational Safety and Health (CalOSHA), Schneider National Carriers, Inc. (Schneider”) of Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations committed by Schneider and personally experienced by Plaintiffs. Please allow this letter to serve as a notice and a request pursuant to § 2699.3 of the California Labor Code that your agencies investigate the claims described below. If the agencies do not intend to investigate the alleged violations, we ask that you please notify us of that fact. If your agencies decides not to investigate the below-described claims, Plaintiffs intend to pursue civil penalties and injunctive relief through a court action and/or in arbitration, on behalf of himself and the other aggrieved employees against whom Labor Code and Wage Order violations were committed by Schneider.

Introduction

Schneider is a Nevada corporation which operates a transportation company providing truckload, intermodal and logistics services throughout the State of California. In so doing, Defendant has employed, and continues to employ Drivers to operate their commercial trucks and transport goods on behalf of their clients. Schneider has violated numerous provisions of the California Labor Code and applicable IWC Wage Order by denying its Drivers the compensation, other benefits and statutory entitlements that they are owed and failing to furnish a safe and healthful employment or place of employment.

Two of the many individuals whom Schneider employed as Drivers within the State of California were Plaintiffs Jeffrey Kissinger and Kolten Trimble. Plaintiffs worked for Schneider as Drivers until approximately May and October of 2024, respectively.

Unless the agencies decide to investigate and issue citations for Schneider's numerous Labor Code and Wage Order violations, Plaintiffs intends to bring a representative action in court and/or in arbitration seeking civil penalties for violations of the Labor Code that are recoverable under PAGA on behalf of the State of California and all other aggrieved employees. The aggrieved employees on whose behalf Plaintiffs will file a PAGA civil action include all current and former workers who worked as Drivers, or in similar positions, and performed work in the State of California during the applicable statutes of limitations period.

As set forth below, Schneider has violated and/or continues to violate, among other provisions of the California Labor Code sections 201, 202, 203, 204, 226(a), 1194, 1197, 1197.1, 1198, 2802, 6300, 6301, 6311, 6400, 6401, 6402, 6403, 6401.7, 6404, 6406, 6423, 6424, 6425, 6426, 6427, 6428, 6429, 6430, 6431, 6432, and 6433 and Wage Order 9, and Plaintiffs have personally experienced each of these violations.

Failure to Pay Minimum Wages

Schneider violated California Labor Code sections 1194, 1197, and 1197.1 and Wage Order No. 9 by failing to pay Plaintiffs and other aggrieved employees at least minimum wages for all hours worked. Plaintiffs and other aggrieved employees were required or knowingly permitted to perform work duties off-the-clock, including but not limited to, performing required pre-shift inspections on their truck and cargo, remaining on-duty in between delivery stops and conducting required post-shift inspections of their trucks and any remaining cargo. By failing to pay Plaintiffs and other aggrieved employees any wages for their time spent performing work duties for Schneider, Schneider violated Labor Code sections 1194, 1197, and 1197.1 and Wage Order No. 9, which require employers to pay at least the legal minimum wage to their employees.

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor more than the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant period, Schneider failed to pay Plaintiffs and other aggrieved employees all wages due to them, including minimum wages, within any time period specified by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant period, Schneider willfully failed to pay them all

earned and due compensation, during their work with Schneider. As a result, when Drivers such as Plaintiffs and other aggrieved employees were terminated or quit, Schneider willfully failed to pay them all wages to which they were entitled.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep at a central location in the state or at the establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant period, Schneider failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid to Plaintiffs and other aggrieved employees.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) and Wage Order No. 9 require an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, inter alia, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. Schneider failed to provide *any* compliant wage statements to Plaintiffs and other aggrieved employees, despite being required to do so. Accordingly, Schneider is subject to civil penalties under Labor Code section 226.3.

Failure to Reimburse Necessary Business Expenses

Labor Code section 2802 and Wage Order No. 9 require employers to indemnify their employees for all necessary business expenses that they incur in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant period, Plaintiffs and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Schneider. These costs include, but are not limited to, the use of personal cell phones and computers, and certain costs of maintaining the commercial vehicles they operated. Plaintiffs and the aggrieved employees are entitled to reimbursement for all such expenses.

Failure to Furnish Safe and Healthful Employment or Place of Employment

Division 5 of the Labor Code (sections 6300 *et seq.*) requires employers to furnish and assure safe and healthful employment, place of employment, and working conditions. During the relevant period, Plaintiffs and other aggrieved employees suffered safety violations while working for Schneider, including, but not limited to, driving well above speed limits for commercial vehicles in order to comply with Schneider's scheduled delivery routes, remaining in trucks during idling periods in excessive and unsafe temperature without activating the air conditioner or heater in order to preserve gasoline and transporting cargo loads exceeding the applicable weight limits. Accordingly, Schneider is subject to civil penalties under Division 5 of the Labor Code.

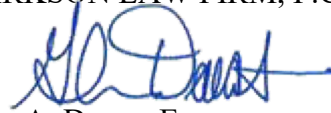
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Schneider has violated, caused to be violated, or is currently violating, numerous provisions of the California Labor Code, as described above. Plaintiffs respectfully request that the agencies investigate the above allegations, and, in any event, provide notice regarding its intent to investigate pursuant to Labor Code § 2699.3. If the agencies do not intend to investigate the alleged violations, Plaintiffs respectfully request a letter confirming the same so that we may bring a civil action seeking civil penalties and injunctive relief under PAGA against Schneider for the violations described in this letter. Please know that we intend to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office decline to investigate, or investigate but decline to issue citations, within the time frames set out in Labor Code §§ 2699.3 and 6309. Should you require anything further or have questions, please do not hesitate to contact me. Thank you for your consideration.

Respectfully Submitted,

CLARKSON LAW FIRM, P.C.



Glenn A. Danas, Esq.

Via certified mail with return receipt:

Schneider National Carriers, Inc.
3101 South Packerland Drive
Green Bay, WI 54311

Schneider National Carriers, Inc.
c/o The Corporation Company
330 N. Brand Blvd., Suite 700
Glendale, CA 91203