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September 10, 2026

FILED VIA LWDA'S PAGA CLAIM NOTICE ONLINE FORM
COPY SENT VIA CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED

California Labor & Workforce Development Agency	Schneider National Carriers, Inc.
Attention: PAGA Administrator	c/o Registered Agent
1515 Clay Street, Suite 801	Brandy Jeffries
Oakland, California 94612	555 Capitol Mall
	Sacramento, CA 95814

Schneider National Carriers, Inc.
3101 South Packerland Drive
Green Bay, WI 54313

Re: Steve Cardenas v. Schneider National Carriers, Inc. - California Labor Code section 2699 Notice of Intent to File

Dear Sir or Madam:

This office represents Steve Cardenas, a former non-exempt California employee of Schneider National Carriers, Inc. ("Defendant"). This letter is submitted to satisfy the notice requirements of the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in California. This letter sets forth the facts and theories supporting the California Labor Code violations we allege Defendant committed against our client and its other non-exempt California employees ("Aggrieved Employees").

Defendant failed to compensate our client and other Aggrieved Employees for all minimum wages earned, in violation of Labor Code §§ 558, 1194, and 1194.2. Our client and other Aggrieved Employees were not paid for non-productive time when they were not driving, even though they were under the control of Defendant and entitled to be paid at least the minimum wage for all hours they were subject to the control of Defendant. In addition, our client and other Aggrieved Employees worked off-the-clock; they were not compensated for their several hour pre- and post-trips every day. Defendant's managers edited the driving logs of our client and other Aggrieved Employees to misstate the hours of driving time in order to avoid violating hours of service regulations and/or full payment of due wages. Defendant also provided faulty equipment and delivery instructions to our client and other Aggrieved Employees, preventing them from completing deliveries and requiring them to spend uncompensated

time troubleshooting these issues to avoid cutting into limited driving time. This violates Labor Code §§ 558, 1194, and 1194.2.

Defendant also failed to reimburse our client and other Aggrieved Employees for reasonable and necessary business expenses incurred in direct consequence of the discharge of their duties, including the use of their personal cell phones and the cost to maintain their trucks, including, but not limited to, oil and fuel costs, in violation of Labor Code § 2802. Labor Code § 2802 states that an employer must indemnify their employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendant's failure to do so has violated this section.

Defendant also failed to pay correct premium wages to our client and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 9-2001. Our client and other Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. When our client and other Aggrieved Employees were able to take a rest period, they were often late, cut short, or on-duty. This violates Labor Code § 226.7 and IWC Wage Order No. 9-2001.

Defendant also failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 9-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeds five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeds ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. Defendant also failed to maintain records indicating the start and end time of meal periods. Defendant's Electronic Logging Devices often auto-deducted meal periods from drivers' time that were not in fact provided. This violates Labor Code §§ 226.7, 512, and 558, 1174, 1174.5, and 1198 and IWC Wage Order 9-2001.

Our client further alleges that Defendant failed to provide him and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay him and other Aggrieved Employees all wages due, including, but not limited to, vacation wages, at the separation of their employment based on the time frames required by Labor Code §§ 201-202 and 227.3. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment.

The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

September 10, 2026

Page 3 of 3

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Sincerely,
CounselOne, PC

A handwritten signature in black ink, appearing to read "Anthony J. Orshansky", written over the printed name.

Anthony J. Orshansky

Filing Fee (Submitted Electronically)
Department of Industrial Relations, Accounting Unit