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 LEASING, LLC; CHAD KILLEBREW; and
 10 JERRY MOYES

11
 12 UNITED STATES DISTRICT COURT
 13 FOR THE DISTRICT OF ARIZONA
 14

15 Virginia Van Dusen; John Doe 1; and
 16 Joseph Sheer, individually and on behalf of
 all other similarly situated persons,

17 Plaintiffs,

18 v.

19 Swift Transportation Co., Inc.; Interstate
 20 Equipment Leasing, Inc.; Chad Killibrew;
 and Jerry Moyes,

21 Defendants.
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Case No. CV 10-899-PHX-JWS

**REPLY IN SUPPORT OF
 DEFENDANTS' MOTION TO
 COMPEL DISCOVERY RESPONSES
 AND REQUEST FOR SANCTIONS IN
 THE AMOUNT OF \$7,500**

ORAL ARGUMENT REQUESTED

[Declaration of Hilary Habib filed
 concurrently herewith]

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs' opposition to Defendants' motions to compel is replete with baseless
4 excuses why Plaintiffs are exempt from providing Defendants with basic discovery
5 regarding the matters at issue in this lawsuit. None of Plaintiffs' excuses holds water.

6 Plaintiffs first contend that because their failure to provide timely discovery
7 responses was allegedly caused by an "inadvertent administrative error," they did not
8 waive their objections. However, Plaintiffs fail to cite any authority holding there is an
9 exception to the general rule where the party claims there was a calendaring error. Indeed,
10 if a party could avoid the repercussions of missing a deadline simply by claiming a
11 calendaring error, the very point of having a deadline would be defeated. Further, when
12 Plaintiffs finally did serve objections, they only served three sets of "representative"
13 objections in response to fifteen sets of discovery propounded by Defendants. Such
14 representative objections are neither contemplated nor permitted by the FRCP, and
15 Plaintiffs fail to cite any law holding otherwise. Plaintiffs should be required to provide
16 supplemental responses to Defendants' requests without objection on these grounds alone.

17 Plaintiffs next argue that nearly all of Defendants' discovery requests fall outside
18 the scope of permissible discovery – i.e., discovery relevant to whether the Independent
19 Contractor Operating Agreements ("ICOAs") signed by Plaintiffs are within the Federal
20 Arbitration Act's ("FAA") section 1 exemption. This argument fails. As exhaustively
21 detailed in Defendants' Separate Statements – which Plaintiffs did not bother to respond to
22 – each of Defendants' requests is narrowly tailored to fit the scope of permissible
23 discovery. Defendants' discovery seeks, among other things, the names and contact
24 information of individuals who may have information regarding Plaintiffs' claim they were
25 "employees" of Swift, and information that may undermine Plaintiffs' credibility as to the
26 amount of "control" Defendants purportedly exercised over them. Plaintiffs refuse to
27 provide such discovery and did not respond to a single one of Defendants' interrogatories.

28

1 Plaintiffs also contend that Defendants’ discovery violates the National Labor
2 Relations Act (“NLRA”) because Defendants seek communications and other materials
3 protected as “concerted activity.” This contention is entirely unfounded, as Defendants
4 seek relevant communications regarding matters at issue in this lawsuit, which is in no way
5 related to the type of concerted activity that is protected from disclosure. Plaintiffs
6 similarly fail to show sufficient grounds for the remainder of their boilerplate objections.

7 Finally, Plaintiffs deliberately mischaracterize the parties’ meet and confer efforts
8 in an ill-conceived attempt to avoid sanctions. Plaintiffs claim Defendants refused to
9 discuss their discovery requests in detail during the parties’ meet and confer
10 teleconference. This is patently false. It was Plaintiffs who declined Defendants’ offer to
11 go through each and every discovery request, stating that they preferred to let the Court
12 decide these issues. While Plaintiffs have attempted to turn this into a “he said she said”
13 scenario to avoid sanctions, Plaintiffs cannot avoid the objective facts—Plaintiffs refused
14 to meet and confer regarding Defendants’ discovery for a solid two weeks claiming
15 unavailability, yet filed their own discovery motions just five minutes after the parties’
16 meet and confer teleconference ended. If Plaintiffs were unavailable, how did they find
17 time to draft a 13 page motion? This Court should not be misled by Plaintiffs’ tactics.

18 Plaintiffs’ refusal to provide basic discovery has prevented Defendants from
19 scheduling Plaintiffs’ depositions and conducting any meaningful investigation into the
20 claims and allegations pertinent at this stage of the case. Accordingly, Defendants
21 respectfully request that the Court order Plaintiffs to provide supplemental responses to
22 Defendants’ discovery without objection, produce all requested documents, and sanction
23 Plaintiffs for their dilatory discovery abuse.

24 **II. ARGUMENT**

25 **A. Plaintiffs Have Waived All Objections To Defendants’ Discovery Requests**

26 Plaintiffs do not dispute that their discovery responses were over six weeks late.
27 Instead, they argue that they should be excused from the ramifications of their untimeliness
28 because their responses were allegedly late due to an “inadvertent administrative error.”

1 Plaintiffs do not provide any further details regarding this error. Importantly, neither the
2 FRCP nor any controlling case law provides that a calendaring error relieves a party from
3 waiving objections. In fact, case law holds the opposite. For instance, in Starlight Int'l,
4 Inc. v. Herlihy, 181 F.R.D. 494, 496 (D. Kan. 1998), the defendant was only two days late
5 in responding to Plaintiff's discovery requests. The attorneys for defendant claimed the
6 responses were late because they "mistakenly calendared" an incorrect response deadline.
7 Id. The Court, unpersuaded by this reasoning, held that Defendant's "**proffered excuse**
8 **shows nothing beyond carelessness, inadvertence, or mistake by counsel. Such**
9 **showing does not constitute good cause for missing the deadline[.]**" Id. at 497
10 (emphasis added). Accordingly, the defendant's objections were waived. Id.; see also
11 A.F. of L.-A.G.C. v. W.E. Davis & Sons Constr. Co., 2005 U.S. Dist. LEXIS 42721, *15-
12 *17 (S.D. Ala. Dec. 12, 2005); Kalani v. Nat'l Seating & Mobility, Inc., 2013 U.S. Dist.
13 LEXIS 143276, *2-*5 (E.D. Cal. Sept. 26, 2013); Lintz v. Potter, 2011 U.S. Dist. LEXIS
14 110118, *3-*5 (E.D. Cal. Sept. 23, 2011). As explained above, if a party could escape a
15 failure to timely object simply by claiming he or she made a "calendaring error," the
16 exception would swallow the rule. Plaintiffs' excuse is unavailing.

17 Plaintiffs further argue that their objections should not be waived because they did
18 not act in bad faith when they failed to respond to Defendants' discovery. However, as the
19 FRCP and case law demonstrates, there is no requirement that a party must act in bad faith.
20 See Fed. R. Civ. P. 33(b)(2), (4); Fed. R. Civ. P. 34(b)(2)(A). In addition, Plaintiffs argue
21 that Defendants were not prejudiced by any delay in their response. This is untrue. The
22 discovery cutoff in this case is November 10, 2015. Defendants have been stymied in their
23 efforts to obtain basic information about Plaintiffs' claim their ICOAs fall within the
24 FAA's section 1 exemption, including the identification of witnesses and documents that
25 may support or refute the claim. Defendants are essentially unable to depose Plaintiffs
26 without this basic information, and have been precluded from subpoenaing potential third
27 party witnesses. Moreover, it is illogical for Plaintiffs to claim there is no harm in their
28 delay because Defendants previously sought a stay of discovery. The fact is that despite a

1 pending writ of mandamus that has been ordered to the merits panel, and an appeal,
2 discovery has not been stayed, nor has the upcoming discovery cutoff been vacated.

3 Finally, Plaintiffs attempt to misdirect the Court by arguing that Defendants have
4 also failed to serve timely discovery responses. This argument is both false and irrelevant.
5 The timeliness of Defendants' discovery responses is not an issue currently before the
6 Court. More fundamentally, Defendants timely responded to all of Plaintiffs' discovery.
7 Plaintiffs claim Defendants at one point served discovery responses four years late, but the
8 discovery Plaintiffs are referring to was served when this case was venued in New York
9 and was pending as a class action. That discovery was stayed when this Court compelled
10 individual arbitration. Later, this Court was instructed to resolve the threshold section 1
11 exemption issue, however, that did not mean that Plaintiffs' original class discovery was
12 resurrected. Although never properly served in connection with the section 1 exemption
13 issue, Defendants timely responded to Plaintiffs' discovery when asked to do so via email.

14 For all these reasons, Plaintiffs' untimely objections were waived, and they must
15 respond to Defendants' discovery requests fully and without objection.

16 **B. Plaintiffs' "Representative" Discovery Responses Are Improper**

17 Plaintiffs claim that representative discovery responses are proper is unsupported by
18 any authority. Plaintiffs' position is incorrect and contravenes the FRCP. Tellingly,
19 Plaintiffs cite only one case to support their position, Collins v. NODC, 2014 U.S. Dist.
20 LEXIS 146387, *4 n.3 (D. Nev. Oct. 10, 2014), but in that case the Court did not even
21 opine about the legitimacy of representative objections or responses. Rather, the Court
22 merely mentioned – in a footnote – that the defendants' "supplemental discovery responses
23 were submitted on behalf of all defendants." Id. This summary observation is not
24 authority that representative objections are acceptable. Moreover, the Collins Court
25 ordered the defendants to produce documents in response to the plaintiff's discovery,
26 despite these "representative" responses. See id. at *14-15. Each Plaintiff must provide
27 his or her own separate responses to Defendants' discovery because, if Plaintiffs actually
28 provide substantive responses, they will most likely differ in at least some respects.

1 Plaintiffs further contend that they should be allowed to provide representative
 2 objections because Defendants did the same. This is untrue. Defendants only provided
 3 responses to discovery on behalf of both parties (Swift and IEL) when representative
 4 discovery was propounded on them, or in other words, when Plaintiffs propounded
 5 discovery to both entities through one discovery request. In those instances, because
 6 discovery was directed to both Defendants jointly and through one request, the FRCP
 7 requires Defendants to provide a single response on behalf of both entities. See Fed. R.
 8 Civ. P. 34(b)(2)(A)-(B); Fed. R. Civ. P. 33(b)(1)(A). Here, Defendants propounded
 9 discovery to each Plaintiff, individually.¹ Plaintiffs should be ordered to serve
 10 individualized responses, without objection, to Defendants' discovery requests.

11 **C. Defendants' Discovery Requests Are Narrowly Tailored**

12 **1. Defendants' Interrogatories Seek Relevant Information**

13 Plaintiffs repeatedly object to Defendants' Interrogatories on the grounds that they
 14 seek information irrelevant to the section 1 exemption. This simply is not the case.
 15 Defendants seek discovery into Plaintiffs' credibility and any witnesses to Plaintiffs'
 16 claims. For instance, Interrogatory No. 1 seeks information regarding legal proceedings
 17 Plaintiffs were involved in. Plaintiffs argue this Interrogatory is improper because
 18 Defendants are not entitled to discovery into Plaintiffs' credibility since "credibility" was
 19 not specifically enumerated in this Court's Orders regarding the scope of discovery.
 20 (Plaintiff's Opposition, p. 12:3-4.) But many of the items that are enumerated in the
 21 Court's Orders would be impacted by Plaintiffs' credibility, such as the amount of control
 22 Plaintiffs claim Defendants exerted over them. Prohibiting Defendants from inquiring into
 23 Plaintiffs' credibility would infringe on Defendants' due process right to present a fair and
 24 full defense at the trial that this Court has ordered.

25 _____
 26 ¹ Plaintiffs argue that Defendants "waste[d] . . . the Court's and the parties' time and
 27 resources" by filing identical motions to compel. (Opp., p. 11:14-16.) However,
 28 Defendants were instructed by this Court to file separate discovery motions on behalf of
 IEL and Swift. (Declaration of Hilary Habib ("Habib Decl."), ¶ 2.)

1 Plaintiffs similarly argue that Interrogatory Nos. 2-5, which request information
2 regarding Plaintiffs' prior job positions, are not within the scope of the section 1
3 exemption. However, this information will likely shed light on both Plaintiffs' credibility
4 (as just one example, one or more of the Plaintiffs may have been terminated by a prior
5 employer for dishonesty), as well as show whether Plaintiffs had knowledge of the
6 difference between an independent contractor and an employee from prior job experiences,
7 which is relevant to Plaintiffs' intent when they signed the ICOAs with Defendants.
8 Further, Plaintiffs argue that the parties' intent is irrelevant to the Court's determination
9 regarding whether Plaintiffs ICOAs fall under the section 1 exemption. Plaintiffs are
10 incorrect. The Court has specifically held that "evidence that would affect the court's
11 analysis regarding the parties' intent" is relevant. (Dkt. No. 605, p. 5:20-21; see also Dkt.
12 No. 645, p. 3:23-4:1 (stating that determining whether Plaintiffs ICOAs are exempt
13 "requires the court to look at the economic realities of the parties' working relationship
14 **and not just the contract at issue or the parties' subjective intent**") (emphasis added).
15 The Court has been very clear that the parties' intent is one factor it will consider.

16 Interrogatory Nos. 8-11 ask, in pertinent part, that Plaintiffs identify witnesses who
17 may verify or refute their allegations in the TAC. Plaintiffs argue that because the TAC
18 raises various issues which are not relevant to whether Plaintiffs are exempt under the
19 section 1 exemption, Plaintiffs do not have to respond to these Interrogatories. However,
20 the fundamental basis of the TAC is Plaintiffs' allegation that they were not properly
21 classified as independent contractors. (See Dkt. No. 588, ¶¶ 3-14.) Indeed, all but one of
22 Plaintiffs' claims is predicated upon the allegation that Plaintiffs were improperly
23 classified. **Thus, the issue at the heart of the TAC, whether Plaintiffs were employees,**
24 **is identical to the issue this Court has ordered must be resolved to determine the**
25 **section 1 exemption.** Plaintiffs must respond to Defendants' Interrogatories and provide
26 the identities of witnesses who have knowledge as to whether Plaintiffs were properly
27 classified and, thus, whether or not they fall into the section 1 exemption.

28

1 Finally, Plaintiffs contend that they should not be required to identify every item
2 Defendants demand through their Interrogatories because doing so is burdensome. (Opp.,
3 p. 12:22-25.) Plaintiffs fail to explain how providing basic information about their former
4 employers and criminal background, or listing witnesses to the allegations at the heart of
5 their TAC is burdensome. Such information is clearly accessible to them and in no way
6 burdensome to provide to Defendants. By contrast, Plaintiffs' 30(b)(6) deposition notice
7 to Defendants include over 200 proposed categories of testimony (including subparts), and
8 Plaintiffs have propounded hundreds of discovery requests to Defendants—which is
9 certainly discovery to Defendants.

10 **2. Defendants' Requests For Production Seek Relevant Information**

11 Plaintiffs take similar issue with Defendants' requests for production. Plaintiffs
12 argue that because Swift's Request Nos. 11, 31, 37-41, and 43-45 and IEL's Request Nos.
13 7 and 19 seek documents related to the allegations in the TAC, they are not narrowly
14 tailored to the section 1 exemption issue. However, as set forth above, the fundamental
15 issue raised by the TAC is **identical** to the pertinent question this Court has identified at
16 this stage of the proceedings – whether Plaintiffs were employees or independent
17 contractors. Even if there are stray accusations in the TAC which arguably do not
18 implicate this issue, Plaintiffs cannot outright refuse to respond to any of Defendants'
19 Requests. Plaintiffs' refusal to provide **any** response to these Requests clearly
20 demonstrates bad faith. Moreover, had Plaintiffs' counsel met and conferred in good faith
21 with defense counsel and discussed each discovery request individually, as requested, the
22 scope of the Requests would have been fully understood (though Plaintiffs no doubt do
23 understand in any event). Plaintiffs' counsel, however, refused to do so and brazenly
24 proclaimed he wanted the Court to decide these issues.

25 Plaintiffs also allege that Swift's Request No. 57 is improper because it seeks
26 documents that describe Plaintiffs' intent when they entered into an independent contractor
27 or employment relationship with Swift. (Opp., p. 13:19-14:24.) As stated above, however,
28 the Court has already held that it will consider the parties' intent in determining whether

1 Plaintiffs' ICOAs fall under the section 1 exemption. (See Dkt. No. 605, p. 5:20-21; Dkt.
2 No. 645, p. 3:23-4:1.) Therefore, Request No. 57 seeks relevant information.

3 Finally, Plaintiffs argue that IEL's Request No. 36, which seeks documents created
4 by Plaintiffs relating to their relationship with IEL, is vague and ambiguous. However, the
5 Request is abundantly clear. It seeks documents that Plaintiffs drafted regarding their lease
6 with IEL and the subsequent relationship that the lease created.

7 For these reasons, as well as those listed in Defendants' Separate Statements,
8 Plaintiffs must respond to Defendants' Requests for Production in their entirety.

9 **3. At A Minimum, Plaintiffs Should Be Ordered To Respond To The**
10 **Extent Responsive Information Exists As To The Section 1 Exemption**

11 Defendants maintain that all their discovery requests are within the scope of the
12 section 1 exemption that has been interpreted by this Court. However, if the Court
13 believes Defendants' requests seek information outside of the section 1 exemption,
14 Defendants request that the Court order Plaintiffs to substantively respond to Defendants'
15 discovery requests to the extent that they seek information within the scope of the section 1
16 exemption. See Fed. R. Civ. P. 34(b)(2)(C); Aikens v. Deluxe Fin'l Services, Inc., 217
17 FRD 533, 539 (D. Kans. 2003) (explaining that when an objection applies to only a portion
18 of the documents requested, the responding party must produce the remainder as "the
19 responding party still has a duty to respond *to the extent the request is not objectionable.*").

20 **D. Plaintiffs' Objections Are Baseless**

21 **1. Plaintiffs' Objections Based On The NLRA Are Improper**

22 Plaintiffs object to Swift's Request Nos. 31, 41-44 59-51, 59-61 and IEL's Request
23 Nos. 4, 6, 7, 19, 29, 30, 31, 36, 37, 41, and 42 on the ground they call for documents
24 protected by the NLRA. These Requests primarily seek communications between
25 Plaintiffs and others regarding the allegations in the TAC, as well as written statements
26 regarding Plaintiffs' allegations. Plaintiffs argue that such materials are protected from
27 disclosure by the NLRA because they reflect "concerted activity." (Opp., p. 16:11-19:3.)
28 Plaintiffs' argument fails.

1 Defendants' requests are not concerned with concerted activity; they seek
2 documents directly related to Plaintiffs' allegation that they were employees rather than
3 independent contractors. Even if Defendants' requests did seek information related to
4 concerted activity, they satisfy the three-prong test set forth in Guess?, INC., 172 L.R.R.M.
5 1361 (2003). In Guess, the National Labor Relations Board ("NLRB") held that an
6 employer's discovery regarding concerted activity is considered lawful if: (1) it is relevant
7 to the pending lawsuit; (2) the employer does not have an illegal objective; and (3) the
8 employer's interest in acquiring the information outweighs the employee's interests in
9 keeping the information confidential under section 7 of the NLRA. Id. at 1364. Here,
10 each of these factors is satisfied. First, as explained, the requests seeks relevant
11 information about Plaintiffs' allegation that they were improperly classified as independent
12 contractors. Unlike the employer in Guess, Defendants do not seek information regarding
13 union membership or activities. Indeed, Plaintiffs' TAC is devoid of any mention of union
14 involvement or other concerted activities. Second, Defendants clearly do not have an
15 illegal objective in seeking this information, as they only seek it to further investigate
16 relevant allegations. Finally, Defendants' interest in acquiring the information outweighs
17 the employees' interests in keeping the information confidential, as this information is
18 potentially vital to defeating Plaintiffs' allegations and will not harm Plaintiffs' interests
19 because it will solely be used by Defendants to defend this lawsuit. Indeed, as independent
20 contractors, Plaintiffs are not protected by the NLRA. Again, Plaintiffs seek to put the cart
21 before the horse and ask for protection before proving their alleged employee status.
22 Accordingly, Plaintiffs' NLRA objections carry no weight.

23 **2. Plaintiffs' Remaining Boilerplate Objections Are Meritless**

24 Plaintiffs attempt to argue that the boilerplate objections asserted in response to
25 each and every one of Defendants' discovery requests are "stated with more than sufficient
26 detail to explain to Defendants why the requests were objectionable." (Opp., p. 19:4-6.)
27 However, a full review of Plaintiffs' objections shows otherwise. For example, in
28

1 response to IEL's Request No. 7, which seeks written statements that relate to Plaintiffs'
2 allegations, Plaintiffs responded:

3 In addition to and supplementing the general objections herein, Plaintiffs
4 object that the request is unduly broad, vague and ambiguous. Plaintiffs
5 further object that the request is unduly burdensome, and seeks documents
6 neither relevant to this litigation nor reasonably calculated to lead to the
7 discovery of admissible evidence, including that the request is not limited to
8 the applicability of the FAA § 1 exemption. Plaintiffs further object that the
9 request seeks documents that can be found in the pleadings of the District
10 Court in this action. Plaintiffs further object that it calls for documents
11 outside of the relevant time period for discovery for this litigation. Plaintiffs
12 further object that this request calls for documents protected by the NLRA.

13 As exhibited from Plaintiffs' boilerplate objections above, Defendants are unable to
14 discern exactly why Plaintiffs refuse to produce documents or provide a response. This is
15 improper, as objections must be stated with specificity. See Mills v. East Gulf Preparation
16 Co., 259 F.R.D. 118, 132 (S.D. W.Va. 2009) ("Objections to Rule 34 requests must be
17 stated specifically, and boilerplate objections regurgitating words and phrases from Rule
18 26 are completely unacceptable."); Mancia v. Mayflower Textile Servs. Co., 253 F.R.D.
19 354, 364 (D. Md. 2008); see also Fed. R. Civ. P. 33, 34, 36, and 37.

20 Moreover, because Plaintiffs declined to discuss Defendants' discovery requests
21 during the parties' meet and confer teleconference, and failed to respond to Defendants'
22 Separate Statements, Defendants are still unclear as to Plaintiffs' specific justifications for
23 refusing to respond to each request. Therefore, Plaintiffs have failed to meet their burden
24 to show that this discovery is impermissible. See Cable & Computer Tech., Inc. v.
25 Lockheed Saunders, Inc., 175 F.R.D. 646, 650 (C.D. Cal. 1997); A. Farber & Partners, Inc.
26 v. Garber, 234 F.R.D. 186, 188 (C.D. Cal. 2006).

27 **E. Plaintiffs Mischaracterize The Parties' Meet And Confer Efforts, And**
28 **Sanctions Are Warranted**

The Court should award Defendants' their expenses incurred in bringing this
motion. FRCP 37(a)(5)(A) provides that where a motion to compel is granted, the court
shall "require the party...whose conduct necessitated the motion or the party or attorney
advising such conduct or both to pay the movant's reasonable expenses incurred in making

1 the motion, including attorney fees[.]” See Devaney v. Continental American Insurance
 2 Company, 989 F.2d 1154, 1159 (11th Cir. 1993).

3 Plaintiffs’ conduct also warrants the imposition of sanctions. Plaintiffs’ portrayal of
 4 the parties’ purported meet and confer efforts is false. Contrary to Plaintiffs’ assertions,
 5 **defense counsel never refused to discuss specific requests.** (See Opp., p. 22:11-19.) In
 6 fact, during the parties’ meet and confer teleconference, defense counsel specifically
 7 offered to go through each of Defendants’ requests and discuss Defendants’ position, and
 8 the parties began doing so. (Habib Decl., ¶ 3.) After the parties discussed a handful of
 9 requests, Plaintiffs’ counsel requested a break to confer amongst themselves. (Id.)
 10 Following Plaintiffs’ counsel’s private conversation, they got back on the telephone and
 11 informed defense counsel that instead of reviewing each request individually, the parties
 12 should simply let the Court decide the issues. (Id.) Plaintiffs’ counsel’s dishonest claim
 13 that defense counsel refused to meet and confer is indicative of their bad faith tactics in
 14 this case, many of which are laid out in Defendants’ moving papers.

15 Plaintiffs have needlessly increased the cost and length of this litigation. Thus,
 16 Defendants request that the Court impose sanctions against Plaintiffs and their counsel of
 17 record, Getman & Sweeney PLLC, in the amount of \$7,500, which represents the
 18 reasonable attorneys’ fees incurred by Defendants in bringing their motions.

19 **III. CONCLUSION**

20 Defendants respectfully request that the Court grant their Motions and order
 21 Plaintiffs to provide supplemental discovery responses without objection and produce
 22 documents. Defendants also request that the Court sanction Plaintiffs and their counsel.

23 Dated: August 13, 2015

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

24
 25 By

/ s / Paul S. Cowie

PAUL S. COWIE

Attorneys for Defendants

26 SWIFT TRANSPORTATION CO. OF ARIZONA,
 27 LLC; INTERSTATE EQUIPMENT LEASING,
 28 LLC; CHAD KILLEBREW and JERRY MOYES

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CERTIFICATE OF SERVICE

I hereby certify that on August 13, 2015, I electronically transmitted the attached document to the Clerk’s Office using the CM/ECF System for filing and transmittal of a Notice of Electronic filing to the following CM/ECF registrants:

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