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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

MATTHEW SCIABACUCCHI,
Individually and On Behalf of All Others
Similarly Situated,

Plaintiff,

v.

SWIFT TRANSPORTATION COMPANY,
RICHARD H. DOZER, GLENN BROWN,
JOSÉ CÁRDENAS, JERRY MOYES,
WILLIAM RILEY III, DAVID VANDER
PLOEG, BISHOP MERGER SUB, INC.,
and KNIGHT TRANSPORTATION, INC.,

Defendants.

Case No.:

JURY TRIAL DEMANDED

CLASS ACTION

1 **COMPLAINT FOR VIOLATION OF THE SECURITIES EXCHANGE ACT OF 1934**

2 Plaintiff, by his undersigned attorneys, for this complaint against defendants,
3 alleges upon personal knowledge with respect to himself, and upon information and
4 belief based upon, *inter alia*, the investigation of counsel as to all other allegations
5 herein, as follows:

7 **NATURE OF THE ACTION**

8
9 1. This action stems from a proposed transaction announced on April 10, 2017
10 (the “Proposed Transaction”), pursuant to which Swift Transportation Company (“Swift”
11 or the “Company”) and Bishop Merger Sub, Inc. (“Merger Sub”) will be combined with
12 Knight Transportation, Inc. (“Knight”) (the “Proposed Transaction”).

13
14 2. On April 9, 2017, Swift’s Board of Directors (the “Board” or “Individual
15 Defendants”) caused the Company to enter into an agreement and plan of merger (the
16 “Merger Agreement”) with Knight. Pursuant to the terms of the Merger Agreement, the
17 combination between Swift and Knight will be implemented through several steps that
18 will occur in immediate succession.

19
20 3. First, Swift will amend its certificate of incorporation so that all of the
21 outstanding class B shares of Swift (each of which is currently entitled to two votes) will
22 convert into an equal number of shares of class A shares of Swift (each of which is
23 currently entitled to one vote) (the “Swift Share Reclassification”) and immediately
24 afterwards each outstanding class A share of Swift will be combined by means of a
25 reverse stock split into 0.720 of a class A share of Swift (the “Reverse Stock Split”). As
26 part of the amendment to its certificate of incorporation, Swift will change its name to
27
28

1 “Knight-Swift Transportation Holdings Inc.,” which will be the name of the combined
2 company.

3 4. Immediately after the amendment to Swift’s certificate of incorporation,
4 Merger Sub, a direct wholly-owned subsidiary of Swift, will merge with and into Knight,
5 with Knight becoming a wholly-owned subsidiary of the combined company. In the
6 merger, each Knight share issued and outstanding immediately prior to the effective time
7 of the merger will be converted into the right to receive one class A share of Swift.
8

9
10 5. After consummation of the Proposed Transaction, the Knight and Swift
11 stockholders are expected to own approximately 46% and 54%, respectively, of the
12 outstanding combined company shares, despite the fact that Swift’s revenue was nearly
13 four times larger than Knight’s in 2016.
14

15 6. On May 24, 2017, defendants filed a Form S-4 Registration Statement (the
16 “Registration Statement”) with the United States Securities and Exchange Commission
17 (“SEC”) in connection with the Proposed Transaction.
18

19 7. The Registration Statement omits material information with respect to the
20 Proposed Transaction, which renders the Registration Statement false and misleading.
21 Accordingly, plaintiff alleges herein that defendants violated Sections 14(a) and 20(a) of
22 the Securities Exchange Act of 1934 (the “1934 Act”) in connection with the Registration
23 Statement.
24

25
26 **JURISDICTION AND VENUE**

27 8. This Court has jurisdiction over the claims asserted herein pursuant to
28 Section 27 of the 1934 Act because the claims asserted herein arise under Sections 14(a)

1 and 20(a) of the 1934 Act and Rule 14a-9.

2 9. This Court has jurisdiction over defendants because each defendant is either
3 a corporation that conducts business in and maintains operations within this District, or is
4 an individual with sufficient minimum contacts with this District so as to make the
5 exercise of jurisdiction by this Court permissible under traditional notions of fair play and
6 substantial justice.
7

8 10. Venue is proper under 28 U.S.C. § 1391(b) because a substantial portion of
9 the transactions and wrongs complained of herein occurred in this District.
10

11 **PARTIES**

12 11. Plaintiff is, and has been continuously throughout all times relevant hereto,
13 the owner of Swift common stock.
14

15 12. Defendant Swift Transportation Company is a Delaware corporation and
16 maintains its principal executive office at 2200 South 75th Avenue, Phoenix, Arizona
17 85043. Swift's common stock is traded on the NYSE under the ticker symbol "SWFT."
18

19 13. Defendant Richard H. Dozer ("Dozer") has served as a director of Swift
20 since April 2008 and is Chairman of the Board. According to the Company's website,
21 Dozer is Chair of the Audit Committee and a member of the Compensation Committee
22 and the Nominating and Corporate Governance Committee.
23

24 14. Defendant Glenn Brown ("Brown") is a director of Swift. According to the
25 Company's website, Brown is Chair of the Nominating and Corporate Governance
26 Committee and a member of the Audit Committee and the Compensation Committee.
27

28 15. Defendant José Cárdenas ("Cárdenas") has served as a director of Swift

1 since July 2014. According to the Company’s website, Cárdenas is a member of the
2 Audit Committee, the Compensation Committee, and the Nominating and Corporate
3 Governance Committee.
4

5 16. Defendant Jerry Moyes (“Moyes”) is a director of Swift, and he serves as a
6 consultant to the Company with the title of Founder and Chairman Emeritus. Moyes is
7 one of the founders and former Chief Executive Officer (“CEO”) of Swift. He controls
8 approximately 55% of the voting power of the outstanding Swift shares.
9

10 17. Defendant William Riley III (“Riley”) has served as a director of Swift
11 since July 2014.
12

13 18. Defendant David Vander Ploeg (“Vander Ploeg”) has served as a director
14 of Swift since September 2009. According to the Company’s website, Vander Ploeg is
15 Chair of the Compensation Committee and a member of the Audit Committee and the
16 Nominating and Corporate Governance Committee.
17

18 19. The defendants identified in paragraphs 13 through 18 are collectively
19 referred to herein as the “Individual Defendants.”
20

21 20. Defendant Parent is an Arizona corporation and a party to the Merger
22 Agreement.
23

24 21. Defendant Merger Sub is an Arizona corporation, a wholly-owned
25 subsidiary of the Company, and a party to the Merger Agreement.
26

27 **CLASS ACTION ALLEGATIONS**
28

22. Plaintiff brings this action as a class action on behalf of himself and the
other public stockholders of Swift (the “Class”). Excluded from the Class are defendants

1 herein and any person, firm, trust, corporation, or other entity related to or affiliated with
2 any defendant.

3 23. This action is properly maintainable as a class action.

4 24. The Class is so numerous that joinder of all members is impracticable. As
5 of April 25, 2017, there were 83,539,116 shares of Swift class A common stock and
6 49,741,938 shares of Swift class B common stock outstanding held by hundreds, if not
7 thousands, of individuals and entities scattered throughout the country.
8

9 25. Questions of law and fact are common to the Class, including, among
10 others: (i) whether defendants violated the 1934 Act; and (ii) whether defendants will
11 irreparably harm plaintiff and the other members of the Class if defendants' conduct
12 complained of herein continues.
13

14 26. Plaintiff is committed to prosecuting this action and has retained competent
15 counsel experienced in litigation of this nature. Plaintiff's claims are typical of the
16 claims of the other members of the Class and plaintiff has the same interests as the other
17 members of the Class. Accordingly, plaintiff is an adequate representative of the Class
18 and will fairly and adequately protect the interests of the Class.
19

20 27. The prosecution of separate actions by individual members of the Class
21 would create the risk of inconsistent or varying adjudications that would establish
22 incompatible standards of conduct for defendants, or adjudications that would, as a
23 practical matter, be dispositive of the interests of individual members of the Class who
24 are not parties to the adjudications or would substantially impair or impede those non-
25 party Class members' ability to protect their interests.
26
27
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1 33. On September 8, 2016, Swift announced that Moyes would retire from his
2 position as CEO of Swift effective December 31, 2016, but that Moyes would serve as a
3 consultant with the title Founder and Chairman Emeritus and would continue as a
4 member of the Board. The Company and Moyes entered into a letter agreement (the
5 “Agreement”), pursuant to which, commencing January 1, 2017 through December 31,
6 2019, Moyes would serve as a non-employee consultant for which he will receive
7 compensation of \$200,000 per month through December 31, 2019. Moyes also retained
8 and continued to vest in approximately 94,400 outstanding stock options (with exercise
9 prices of \$23.30 and \$24.84) and he continued to vest in outstanding performance equity
10 awards, as if his employment continued. Also, additional outstanding stock options held
11 by Moyes on September 8, 2016 were immediately vested and he was treated as having a
12 termination of employment effective December 31, 2016.
13

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15
16 ***The Process Leading to the Proposed Transaction***
17

18 34. According to the Registration Statement, Knight and Swift have a “long-
19 standing familiarity with each other’s businesses as the two largest truckload companies
20 in Phoenix, Arizona, with Kevin Knight, Executive Chairman of the board of directors of
21 Knight, and Gary Knight, Vice Chairman of the board of directors of Knight, having
22 previously worked at Swift until 1990.”
23

24 35. On August 30, 2016, Moyes and Kevin Knight had a meeting at which
25 Kevin Knight expressed Knight’s interest in combining Knight and Swift. Moyes
26 informed Kevin Knight that, in his view, such a combination could have merit, and
27 Moyes subsequently informed Dozer of Knight’s interest in a potential combination with
28

1 Swift.

2 36. On September 30, 2016, counsel to Moyes met with Kevin Knight to
3 discuss “potential governance and voting terms” applicable to Moyes that would need to
4 be resolved should a potential transaction be further pursued by Knight and Swift. These
5 discussions between Moyes’s counsel and representatives of Knight continued
6 throughout the process leading to the Proposed Transaction.
7

8
9 37. On November 3, 2016, the Swift Board met and decided not to engage a
10 financial advisor until a proposal was received from Knight, but that the members of the
11 Board would pay themselves additional compensation for evaluating the potential
12 transaction. Although the Registration Statement indicates that the Board members
13 would be compensated “on a per meeting basis,” the Registration Statement also
14 indicates that the Board agreed to pay themselves additional compensation as follows: (i)
15 \$500 for one hour or less; (ii) \$1,000 for one to four hours; and (iii) \$2,500 for four hours
16 or more. The Registration Statement, however, fails to quantify the amount of
17 compensation each Board member received in connection with their consideration of the
18 Proposed Transaction, which already fell squarely within their responsibilities as Board
19 members and therefore did not require or justify additional compensation.
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21
22

23 38. On November 28, 2016, Kevin Knight sent a draft indication of interest to
24 Dozer, which contemplated a combination of Knight and Swift in an all-stock transaction
25 in which each class A share of Swift and class B share of Swift would be exchanged for
26 0.740 of a share of the combined company (or 0.02 more per share than the ultimate
27 merger consideration), and each share of Knight would be exchanged for one combined
28

1 company share. The indication of interest also contemplated that: (i) the combined
2 company would include a number of Swift directors to be mutually agreed upon, but the
3 combined company's board of directors would have a majority of its directors comprised
4 of current directors of Knight; (ii) certain of Swift's key executive officers and operating
5 team members would continue to hold leadership roles over Swift's business after
6 closing; and (iii) both companies would continue to operate as distinct businesses with
7 separate brands.
8
9

10 39. On December 1, 2016, the Swift Board met to discuss the Knight's
11 proposal, and the Board also approved the selection of Morgan Stanley & Co. LLC
12 ("Morgan Stanley") as its financial advisor in connection with the potential transaction,
13 despite being informed that Morgan Stanley or an affiliate was a lender to each of Moyes
14 and Keith Knight within the past two years. The Registration Statement, however, fails
15 to disclose the timing and compensation Morgan Stanley earned for the lending services
16 to each of Moyes and Keith Knight.
17
18

19 40. On January 27, 2017, counsel to Moyes sent to Knight's counsel a draft
20 amendment to Moyes's existing consulting agreement with Swift revised to reflect
21 Moyes would serve as Senior Advisor to the Executive Chairman and the Vice Chairman
22 of the combined company should a potential transaction be pursued by Knight and Swift.
23

24 41. On February 6, 2017, at the request of Knight and Dozer, Swift's President
25 and Chief Operating Officer, Richard Stocking, and Swift's Chief Financial Officer
26 ("CFO"), Virginia Henkels ("Henkels"), met with representatives of Knight to discuss the
27 potential roles of Swift management in the combined company, as contemplated by
28

1 Knight's initial proposal.

2 42. On February 28, 2017, the Swift Board met and Moyes informed the Board
3 that he would not support any strategic transaction involving Swift other than a
4 combination with Knight, ostensibly due to his strong, long-standing relationship with the
5 Knights and his ability to continue to serve as a consultant with the attendant lucrative
6 compensation payments.
7

8 43. On March 14, 2017, Knight provided Dozer with a revised proposal letter
9 reflecting a 0.675 exchange ratio, as well as the following key governance terms: (i)
10 Swift would remain as the surviving public company, (ii) the combined company would
11 have a single class of shares outstanding, (iii) the combined company's board would
12 consist of 10 to 15 directors, with two directors to be selected by the Swift Board and two
13 directors to be selected by Moyes in his capacity as a stockholder, and (iv) Moyes and
14 members of his family and the Knights would be subject to obligations to vote in favor of
15 a transaction as well as standstill provisions and transfer restrictions with respect to the
16 combined company and Moyes would have certain governance rights with respect to the
17 combined company. That same day, Moyes met with representatives of Knight regarding
18 potential governance matters that would apply to the combined company.
19
20
21
22

23 44. On March 19, 2017, Knight communicated to Dozer an offer to increase
24 the exchange ratio to 0.70, and that Knight would welcome having Henkels serve as the
25 CFO of the combined company. Two days later, on March 21, 2017, Knight stated that it
26 would be willing to increase the exchange ratio to 0.72. That evening, the Swift Board
27 determined to move forward with discussions based on an exchange ratio of 0.72. The
28

1 Board apparently never considered reaching out to any other potentially interested third
2 parties, or creating a special committee of independent directors that could consider the
3 efficacy of the Proposed Transaction without the influence or pressure from Moyes.
4

5 45. On March 31, 2017, Knight requested that Dozer and Vander Ploeg serve
6 on the combined company board.

7 46. On April 9, 2017, the Swift Board met and Morgan Stanley provided the
8 Board with its fairness opinion, which was based, in part, on projections that were
9 provided to Morgan Stanley by the Company's management. Following the presentation,
10 the Board approved the Merger Agreement and the Proposed Transaction, which was
11 publicly announced the next day.
12
13

14 ***The Registration Statement Omits Material Information, Rendering It False and***
15 ***Misleading***

16 47. Defendants filed the Registration Statement with the SEC in connection
17 with the Proposed Transaction.

18 48. The Registration Statement omits material information with respect to the
19 Proposed Transaction, which renders the Registration Statement false and misleading.
20

21 49. The Registration Statement provides stockholders with three sets of certain
22 of the Company's financial projections: (i) Swift December standalone projections; (ii)
23 Swift December upside standalone projections; and (iii) Swift April standalone
24 projections. The Registration Statement, however, fails to provide stockholders with a
25 reconciliation of all non-GAAP to GAAP metrics for each set of projections, as well as
26 each of the line items used to calculate the Company's unlevered free cash flows that
27
28

1 were used in Morgan Stanley's discounted cash flow analysis.

2 50. The disclosure of projected financial information is material because it
3 provides stockholders with a basis to project the future financial performance of a
4 company, and allows stockholders to better understand the financial analyses performed
5 by the company's financial advisor in support of its fairness opinion. Moreover, when a
6 banker's endorsement of the fairness of a transaction is touted to stockholders, the
7 valuation methods used to arrive at that opinion as well as the key inputs and range of
8 ultimate values generated by those analyses must also be fairly disclosed.
9

10
11 51. The omission of this material information renders the Registration
12 Statement false and misleading, including, *inter alia*, the following sections of the
13 Registration Statement: (i) "Swift Management's Unaudited Prospective Financial
14 Information" and (ii) "Opinion of Swift's Financial Advisor."
15

16 52. The Registration Statement omits material information regarding potential
17 conflicts of interest of the Company's directors. Specifically, the Registration Statement
18 indicates that, on November 3, 2016, the members of the Swift Board met and
19 determined to pay themselves additional compensation, "on a per meeting basis," for
20 evaluating the Proposed Transaction. The Registration Statement also indicates that the
21 Board members agreed to pay themselves additional compensation as follows: (i) \$500
22 for one hour or less; (ii) \$1,000 for one to four hours; and (iii) \$2,500 for four hours or
23 more. The Registration Statement, however, fails to quantify the amount of
24 compensation each Board member received in connection with their consideration of the
25 Proposed Transaction.
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1 53. Further, the Registration Statement fails to disclose whether the Board ever
2 considered creating a special committee of independent directors to consider the
3 Proposed Transaction in light of Moyes's controlling interest and influence in the
4 Company.
5

6 54. This information is necessary for stockholders to understand potential
7 conflicts of interest of the Board, as that information provides illumination concerning
8 motivations that would prevent fiduciaries from acting solely in the best interests of the
9 Company's stockholders.
10

11 55. The omission of this material information renders the Registration
12 Statement false and misleading, including, *inter alia*, the following sections of the
13 Registration Statement: (i) "Background of the Transaction" and (ii) "Interests of Swift's
14 Directors and Officers in the Transaction."
15

16 56. The Registration Statement omits material information regarding potential
17 conflicts of interest of Morgan Stanley. Specifically, the Registration Statement states
18 that, in connection with Morgan Stanley's wealth management business, Morgan Stanley
19 or an affiliate thereof currently is a lender to Moyes and to Keith Knight. The
20 Registration Statement, however, fails to disclose the amount of compensation Morgan
21 Stanley has earned, or is expected to earn, in connection with those services.
22

23 57. Full disclosure of investment banker compensation and all potential
24 conflicts is required due to the central role played by investment banks in the evaluation,
25 exploration, selection, and implementation of strategic alternatives.
26

27 58. The omission of this material information renders the Registration
28

1 Statement false and misleading, including, *inter alia*, the following sections of the
2 Registration Statement: (i) “Background of the Transaction” and (ii) “Opinion of Swift’s
3 Financial Advisor.”

4
5 59. The above-referenced omitted information, if disclosed, would significantly
6 alter the total mix of information available to Swift’s stockholders.

7
8 **COUNT I**

9 **Claim for Violation of Section 14(a) of the 1934 Act and Rule 14a-9 Promulgated
10 Thereunder Against the Individual Defendants and Swift**

11 60. Plaintiff repeats and realleges the preceding allegations as if fully set forth
12 herein.

13 61. The Individual Defendants disseminated the false and misleading
14 Registration Statement, which contained statements that, in violation of Section 14(a) of
15 the 1934 Act and Rule 14a-9, in light of the circumstances under which they were made,
16 omitted to state material facts necessary to make the statements therein not materially
17 false or misleading. Swift is liable as the issuer of these statements.

18
19 62. The Registration Statement was prepared, reviewed, and/or disseminated by
20 the Individual Defendants. By virtue of their positions within the Company, the
21 Individual Defendants were aware of this information and their duty to disclose this
22 information in the Registration Statement.

23
24 63. The Individual Defendants were at least negligent in filing the Registration
25 Statement with these materially false and misleading statements.

26
27 64. The omissions and false and misleading statements in the Registration
28

1 Statement are material in that a reasonable stockholder will consider them important in
2 deciding how to vote on the Proposed Transaction. In addition, a reasonable investor will
3 view a full and accurate disclosure as significantly altering the total mix of information
4 made available in the Registration Statement and in other information reasonably
5 available to stockholders.
6

7 65. The Registration Statement is an essential link in causing plaintiff and the
8 Company's stockholders to approve the Proposed Transaction.
9

10 66. By reason of the foregoing, defendants violated Section 14(a) of the 1934
11 Act and Rule 14a-9 promulgated thereunder.
12

13 67. Because of the false and misleading statements in the Registration
14 Statement, plaintiff and the Class are threatened with irreparable harm.
15

16 **COUNT II**

17 **Claim for Violation of Section 20(a) of the 1934 Act** 18 **Against the Individual Defendants and Knight**

19 68. Plaintiff repeats and realleges the preceding allegations as if fully set forth
20 herein.
21

22 69. The Individual Defendants and Knight acted as controlling persons of Swift
23 within the meaning of Section 20(a) of the 1934 Act as alleged herein. By virtue of their
24 positions as officers and/or directors of Swift and participation in and/or awareness of the
25 Company's operations and/or intimate knowledge of the false statements contained in the
26 Registration Statement, they had the power to influence and control and did influence and
27 control, directly or indirectly, the decision making of the Company, including the content
28

1 and dissemination of the various statements that plaintiff contends are false and
2 misleading.

3 70. Each of the Individual Defendants and Knight was provided with or had
4 unlimited access to copies of the Registration Statement alleged by plaintiff to be
5 misleading prior to and/or shortly after these statements were issued and had the ability to
6 prevent the issuance of the statements or cause them to be corrected.
7

8 71. In particular, each of the Individual Defendants had direct and supervisory
9 involvement in the day-to-day operations of the Company, and, therefore, is presumed to
10 have had the power to control and influence the particular transactions giving rise to the
11 violations as alleged herein, and exercised the same. The Registration Statement contains
12 the unanimous recommendation of the Individual Defendants to approve the Proposed
13 Transaction. They were thus directly in the making of the Registration Statement.
14

15 72. Knight also had direct supervisory control over the composition of the
16 Registration Statement and the information disclosed therein, as well as the information
17 that was omitted and/or misrepresented in the Registration Statement.
18

19 73. By virtue of the foregoing, the Individual Defendants and Knight violated
20 Section 20(a) of the 1934 Act.
21

22 74. As set forth above, the Individual Defendants and Knight had the ability to
23 exercise control over and did control a person or persons who have each violated Section
24 14(a) of the 1934 Act and Rule 14a-9, by their acts and omissions as alleged herein. By
25 virtue of their positions as controlling persons, these defendants are liable pursuant to
26 Section 20(a) of the 1934 Act. As a direct and proximate result of defendants' conduct,
27
28

1 plaintiff and the Class are threatened with irreparable harm.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, plaintiff prays for judgment and relief as follows:

4 A. Preliminarily and permanently enjoining defendants and all persons acting
5 in concert with them from proceeding with, consummating, or closing the Proposed
6 Transaction;
7

8 B. In the event defendants consummate the Proposed Transaction, rescinding
9 it and setting it aside or awarding rescissory damages;
10

11 C. Directing the Individual Defendants to disseminate a Registration
12 Statement that does not contain any untrue statements of material fact and that states all
13 material facts required in it or necessary to make the statements contained therein not
14 misleading;
15

16 D. Declaring that defendants violated Sections 14(a) and/or 20(a) of the 1934
17 Act, as well as Rule 14a-9 promulgated thereunder;
18

19 E. Awarding plaintiff the costs of this action, including reasonable allowance
20 for plaintiff's attorneys' and experts' fees; and
21

22 F. Granting such other and further relief as this Court may deem just and
23 proper.
24

25 **JURY DEMAND**

26 Plaintiff respectfully requests a trial by jury on all issues so triable.
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Dated: May 31, 2017

OF COUNSEL:

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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff
(s): **Matthew Sciabacucchi**

**Swift Transportation Company ;
Richard H. Dozer ; Glenn Brown ;
Defendant Jose Cardenas ; Jerry Moyes ;
(s): William Riley III ; David Vander
Ploeg ; Bishop Merger Sub, Inc. ;
Knight Transportation, Inc.**

County of Residence: Outside the State of
Arizona

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

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II. Basis of Jurisdiction: **3. Federal Question (U.S. not a party)**

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff:- N/A
Defendant:- N/A

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **850 Securities/Commodities/Exchange**

VI.Cause of Action: **Section 27 of 1934 Securities Exchange Act**

VII. Requested in Complaint

Class Action: **Yes**
Dollar Demand:
Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: s/Gerald Barrett

Date: 5/31/2017

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Stockholder Driven to Sue After Swift and Knight Merger](#)
