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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JAVIER LOPEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CH ROBINSON COMPANY, INC.; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2022-01259258-CU-OE-CXC

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE §§ 201,
202 AND 203;**
- (2) VIOLATION OF LABOR CODE § 2802;**
- (3) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET*
SEQ.; AND**
- (4) VIOLATION OF LABOR CODE § 2698,
*ET SEQ.***

DEMAND OVER \$35,000.00

1 Plaintiff Javier Lopez (“Plaintiff”), hereby submits this First Amended Class and
2 Representative Action Complaint against Defendant CH Robinson Company, Inc. (“Defendant”)
3 and Does 1-50 (hereinafter collectively referred to as “Defendants”), on behalf of himself and the
4 class of all other similarly situated current and former employees of Defendant for all damages
5 and penalties arising from Defendant’s violations of the California Labor Code as follows:

6 **INTRODUCTION**

7 1. This class and representative action is within the Court’s jurisdiction under
8 California Labor Code sections 201, 202, 203, 204, 246, 2698 *et seq.*, and 2802, Business and
9 Professions Code section 17200, *et seq.* (the “UCL”), and the applicable Wage Orders of the
10 California Industrial Welfare Commission (“IWC”).

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against employees of Defendant.

13 3. Plaintiff is informed and believes and based thereon alleges that Defendants
14 jointly and severally have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to: properly calculate the regular rate of pay for
16 purposes of paying sick pay; reimburse business expenses; and pay all final wages upon
17 separation of employment.

18 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
19 engaged in, among other things a system of willful violations of the California Labor Code and
20 applicable IWC Wage Orders by creating and maintaining policies, practices and customs that
21 knowingly deny employees the above stated rights and benefits.

22 5. The policies, practices and customs of Defendants described above and below
23 have resulted in unjust enrichment of Defendants and an unfair business advantage over
24 businesses that routinely adhere to the strictures of the California Labor Code and the California
25 Business and Professions Code.

26 **JURISDICTION AND VENUE**

27 6. The Court has jurisdiction over the violations of the California Labor Code
28 sections 201, 202, 203, 204, 246, 2698 *et seq.*, and 2802, the UCL and the IWC Wage Orders.

7. Venue is proper in Orange County because Defendant maintains operations in the City of Orange, California.

PARTIES

8. Plaintiff was employed by Defendant as an hourly, non-exempt employee during the approximate time period of May 2021 to on or about April 20, 2022.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code sections 201, 202, 203, 204, 246, 2698 *et seq.*, and 2802, the UCL and the applicable IWC Wage Orders.

10. Plaintiff is informed and believes and based thereon alleges that Defendant CH Robinson Company, Inc. was and is a Minnesota corporation that does business in California, including in Orange County.

11. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

12. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code sections 201, 202, 203, 204, 246, 2698 *et seq.*, and 2802, the UCL and the applicable IWC Wage Orders.

13. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff and the class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

14. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other

Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

15. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

16. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

17. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure section 382, of the following class and sub-class:

- a. All current and former employees of Defendant in the State of California, who worked at any time during the period of May 12, 2018 through August 31, 2025 (the "Class" or "Class Members"); and
- b. All former non-exempt employees of Defendant in the State of California who earned non-discretionary incentives and/or bonuses and sick pay during the same work week, and whose employment ended at any time

1 between May 12, 2018 through August 31, 2025 (the “Sick Pay Sub-
2 Class” or “Sick Pay Sub-Class Members”).

3 19. **Numerosity and Ascertainability:** The members of the Class are so numerous
4 that joinder of all members would be impractical, if not impossible. The identity of the members
5 of the Class is readily ascertainable by review of Defendant’s records, including payroll records.
6 Plaintiff alleges that Defendant: (a) failed to pay employees sick pay at the correct regular rate of
7 pay that included all non-discretionary remuneration, in violation of Labor Code section 246; (b)
8 failed to pay final wages in a timely manner to separated employees as a result of the
9 underpayment of sick pay wages, in violation of Labor Code sections 201, 202 and 203; (c)
10 failed to reimburse all business expenses, in violation of Labor Code section 2802; and (d)
11 engaged in Unfair Business Practices, in violation of the UCL, the California Labor Code and the
12 applicable IWC Wage Orders.

13 20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
14 necessary steps to represent fairly and adequately the interests of the Class defined above.
15 Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the Class and
16 individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions
17 in the past and currently have a number of wage-and-hour class actions pending in California
18 courts.

19 21. Defendant uniformly administered a corporate policy, practice of: (a) failing to
20 pay employees sick pay at the correct regular rate of pay that included all non-discretionary
21 remuneration, in violation of Labor Code section 246; (b) failing to pay final wages in a timely
22 manner to separated employees as a result of the underpayment of sick pay wages, in violation of
23 Labor Code sections 201, 202 and 203; (c) failing to reimburse all business expenses, in
24 violation of Labor Code section 2802; and (d) engaging in Unfair Business Practices, in violation
25 of the UCL, the California Labor Code and the applicable IWC Wage Orders.

26 22. **Common Question of Law and Fact:** There are predominant common questions
27 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
28 concerning Defendant’s policy and practice of: (a) failing to pay employees sick pay at the

1 correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor
2 Code section 246; (b) failing to pay final wages in a timely manner to separated employees as a
3 result of the underpayment of sick pay wages, in violation of Labor Code sections 201, 202 and
4 203; (c) failing to reimburse all business expenses, in violation of Labor Code section 2802; and
5 (d) engaging in Unfair Business Practices, in violation of the UCL, the California Labor Code
6 and the applicable IWC Wage Orders..

7 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
8 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
9 manner as the Class members. As with other non-exempt employees, Plaintiff earned non-
10 discretionary incentives and bonuses. However, the non-discretionary wages were not factored
11 into the regular rate of pay for the purposes of paying sick pay. Rather, sick pay wages were paid
12 at the employee's base rate of pay. As such, Plaintiff is owed additional sick pay based on the
13 correct, higher regular rate of pay. To date, Plaintiff has yet to receive the underpaid sick pay
14 wages owed to him. Thus, Defendant is liable for waiting time penalties under Labor Code
15 section 203.

16 24. Defendant also required Plaintiff and other employees to use their personal cell
17 phones for work purposes. Defendant did not reimburse Plaintiff for such costs. Accordingly,
18 Plaintiff is a member of the Class and has suffered the alleged violations of California Labor
19 Code sections 201, 202, 203, 204, 246 and 2802, the UCL and the applicable IWC Wage Orders.

20 25. The California Labor Code and upon which Plaintiff bases these claims is broadly
21 remedial in nature. These laws and labor standards serve an important public interest in
22 establishing minimum working conditions and standards in California. These laws and labor
23 standards protect the average working employee from exploitation by employers who may seek
24 to take advantage of superior economic and bargaining power in setting onerous terms and
25 conditions of employment.

26 26. The nature of this action and the format of laws available to Plaintiff and
27 members of the Class identified herein make the class action format a particularly efficient and
28 appropriate procedure to redress the wrongs alleged herein. If each employee were required to

1 file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
2 advantage since it would be able to exploit and overwhelm the limited resources of each
3 individual Plaintiff with Defendant's vastly superior financial and legal resources. Requiring
4 each Class member to pursue an individual remedy would also discourage the assertion of lawful
5 claims by employees who would be disinclined to file an action against their former and/or
6 current employer for real and justifiable fear of retaliation and permanent damage to their careers
7 at subsequent employment.

8 27. The prosecution of separate actions by the individual class members, even if
9 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
10 to individual Class members against Defendant and which would establish potentially
11 incompatible standards of conduct for Defendant, and/or (b) adjudications with respect to
12 individual Class members which would, as a practical matter, be dispositive of the interest of the
13 other Class members not parties to the adjudications or which would substantially impair or
14 impede the ability of the Class members to protect their interests. Further, the claims of the
15 individual members of the Class are not sufficiently large to warrant vigorous individual
16 prosecution considering all of the concomitant costs and expenses.

17 28. Such a pattern, practice and uniform administration of corporate policy regarding
18 illegal employee compensation described herein is unlawful and creates an entitlement to
19 recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid wages,
20 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit
21 according to the mandate of California Labor Code sections 201, 202, 203, 204 and 218.5, the
22 applicable IWC Wage Orders and Code of Civil Procedure section 1021.5.

23 29. Proof of a common business practice or factual pattern, which the named Plaintiff
24 experienced and is representative of, will establish the right of each of the members of the Class
25 to recovery on the causes of action alleged herein.

26 30. The Class is commonly entitled to a specific fund with respect to the
27 compensation illegally and unfairly retained by Defendant. The Class is commonly entitled to
28 restitution of those funds being improperly withheld by Defendant. This action is brought for the

benefit of the entire class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201, 202 AND 203

(BY PLAINTIFF AND THE SICK PAY SUB-CLASS AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

32. Labor Code section 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous 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. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

33. Labor Code section 246 provides that an employee is entitled to receive sick time pay. The employer shall calculate paid sick leave by using one of two calculations: (1) "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek;" or (2) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

34. Whenever Defendant paid Plaintiff and Sick Pay Sub-Class Members sick time pursuant to California Labor Code section 246, Defendant did so at the incorrect rate of pay. As a matter of policy and practice, Defendant paid sick pay wages at an employee's base hourly rate of pay, as opposed to the regular rate of pay, which would take into account all non-discretionary remuneration, or by dividing the employees' total wages, not including overtime premium pay,

1 by the employees' total hours worked in the full pay periods of the prior 90 days of employment,
2 as required by Labor Code section 246. This resulted in the underpayment of sick pay wages, and
3 resulted in derivative violations of California Labor Code sections 201, 202, and 203 because
4 Defendant did not pay, or timely pay, Plaintiff and Sick Pay Sub-Class Members all owing and
5 unpaid wages for work performed by them during their employment and at the end of their
6 employment.

7 35. Defendant willfully failed to pay Plaintiff and Sick Pay Sub-Class Members all
8 their wages due, as alleged hereinabove and hereinafter, upon the termination of their
9 employment within the times prescribed by Labor Code sections 201 and 202 and are therefore
10 subject to a waiting time penalty. Plaintiff and Sick Pay Sub-Class Members are entitled to
11 recover from Defendant the statutory penalty for each day they were not paid at their regular
12 hourly rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section
13 203.

14 **SECOND CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE § 2802**

16 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

17 36. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
18 though fully set forth herein.

19 37. This cause of action is brought pursuant to Labor Code section 2802, which
20 provides that employees are entitled to be indemnified for expenses and losses in discharging the
21 duties of their employers. Defendant violated this provision by failing to reimburse employees
22 for all business-related expenses.

23 38. At all relevant times herein, Defendant regularly failed to reimburse and
24 indemnify Plaintiff and Class Members for business expenses necessary for the discharge of their
25 duties. Defendant required that Plaintiff and Class Members use a personal cellular phone for
26 work-related purposes, including but not limited to for the purpose of communicating with other
27 employees. As a matter of policy and practice, Defendant did not reimburse employees for such
28 costs.

39. Defendant had a uniform corporate pattern and practice and procedure regarding the above practices in violation of Labor Code section 2802.

THIRD CAUSE OF ACTION

41. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, ET SEQ.**

3 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

4 46. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 47. Plaintiff brings this cause of action as a proxy for the State of California and in
7 this capacity, seeks penalties on behalf of all Aggrieved Employees from May 11, 2021, through
8 August 31, 2025, for Defendant's violations of Labor Code sections 201, 202, 203, 204, 246, and
9 2802, for failing to pay employees sick pay at the correct regular rate of pay that included all
10 nondiscretionary remuneration, in violation of Labor Code section 246; failing to pay final wages
11 in a timely manner to separated employees as a result of the underpayment of sick pay wages, in
12 violation of Labor Code sections 201, 202, and 203; and failing to reimburse all business
13 expenses, in violation of Labor Code section 2802.

14 48. Specifically, Plaintiff and Aggrieved Employees earned non-discretionary
15 incentives and bonuses. However, the non-discretionary wages were not factored into the regular
16 rate of pay for the purpose of paying sick pay. Rather, sick pay wages were paid at the
17 employee's base rate of pay. As such, Plaintiff and Aggrieved Employees are owed additional
18 sick pay based on the correct, higher regular rate of pay. To date, Plaintiff and Aggrieved
19 Employees have yet to receive the underpaid sick pay wages owed to them.

20 49. Defendant also required Plaintiff and other Aggrieved Employees to use their
21 personal cell phones for work purposes. Defendant did not reimburse employees for such costs.

22 50. On or about May 11, 2022, Plaintiff sent written notice to the California Labor &
23 Workforce Development Agency ("LWDA") of Defendant's violation of Labor Code sections
24 201, 202, 203, 204, 246, and 2802, pursuant to the PAGA. Plaintiff also provided notice of said
25 Labor Code violations to Defendant via certified mail pursuant to the PAGA.

26 51. As of the date of the filing of this Complaint, the LWDA has not responded nor
27 informed Plaintiff that it intends to investigate the Labor Code violations provided for in the
28 written notice. As such, pursuant to Labor Code section 2699(a), Plaintiff and the Aggrieved

1 Employees may seek recovery of any and all applicable civil penalties on behalf of the State of
2 California and Aggrieved Employees for Defendant's violations of Labor Code sections 201,
3 202, 203, 204, 246, and 2802.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others
6 that this suit is brought against Defendants, jointly and severally, as follows:

- 7 1. For an order certifying the proposed Class and Sub-Class;
 - 8 2. For an order appointing Plaintiff as the representative of the Class and Sub-Class
9 as described herein;
 - 10 3. For an order appointing counsel for Plaintiff as Class counsel;
 - 11 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
12 California Labor Code sections 201, 202 and 203, and for costs and attorneys' fees;
 - 13 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
14 California Labor Code section 2802, and for costs and attorneys' fees;
 - 15 6. Upon the Third Cause of Action, for restitution to Plaintiff and other similarly
16 affected members of the general public of all funds unlawfully acquired by Defendant by means
17 of any acts or practices declared by this Court to be in violation of Business & Professions Code
18 section 17200, *et seq.*, for the time periods described above;
 - 19 7. Upon the Fourth Cause of Action, for civil penalties pursuant to California Labor
20 Code section 2698 *et seq.*, and for costs and attorneys' fees;
 - 21 8. On all causes of action, for attorneys' fees and costs as provided by California
22 Labor Code sections 201, 202, 203 and 218.5, and Code of Civil Procedure section 1021.5; and
 - 23 9. For such other and further relief as the Court may deem just and proper.
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1 DATED: February 12, 2026

DIVERSITY LAW GROUP, P.C.

2
3 By: /s/ Kristen M Agnew
4 Larry W. Lee
5 Kristen M. Agnew
6 Attorneys for Plaintiff and the Class
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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On March 3, 2026, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES FOR:** on the interested parties in this action as follows:

Jack S. Sholkoff Carmen M. Aguado Marilyn J. Moretti Ogletree, Deakins, Nash, Smoak & Stewart, P.C. 400 South Hope Street, Suite 1200 Los Angeles, California 90071	<i>Attorneys for Defendant CH Robinson Company, Inc.</i> Jack.sholkoff@ogletree.com Carmen.aguado@ogletree.com marilyn.moretti@ogletreedeakins.com
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 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the One Legal E-Filing System at the website www.onelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 3, 2026, at Los Angeles, California.



Erika Mejia