

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Class

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

**DECLARATION OF JAVIER LOPEZ IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 09, 2026

Time: 2:00 PM

Dept.: CX102

Reservation No.: 74812680

Complaint Filed: May 12, 2022

Trial Date: None Set

DECLARATION OF JAVIER LOPEZ

I, Javier Lopez, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was previously employed by Defendant CH Robinson Company, Inc. ("Company" or "CH Robinson") as a Carrier Representative from approximately May 2021 through April 2022. In that role, I directly supported CH Robinson's freight and transportation operations by coordinating the movement of shipments. I regularly used my personal cell phone for work-related communications and job responsibilities. I was not reimbursed for the business expenses associated with that required cell phone use.

3. Throughout my employment with CH Robinson, I was paid as an hourly, non-exempt employee. I earned nondiscretionary incentives and bonuses during my employment. Based on my experience and understanding, CH Robinson did not include those nondiscretionary earnings in my regular rate of pay when calculating sick pay. Instead, my sick pay was paid at my base hourly rate. As a result, I understand that my sick pay was underpaid because it was not calculated using the higher, correct regular rate of pay.

4. I understand that this case was brought not only on my own behalf, but also on behalf of other similarly situated employees who allegedly were not properly paid sick pay wages and who allegedly were not reimbursed for required business use of their personal cell phones. I understand the nature of the claims being asserted in this action and that, as the proposed class representative, I am seeking to pursue those claims on behalf of the class as a whole, not just for myself individually. I further understand that, in serving as class representative, I must act in the best interests of the class members and not place my own interests above theirs. I filed this lawsuit with no guarantee of any personal benefit, and I am not aware of any conflict between my interests and the interests of the other class members that would prevent me from fairly and adequately representing them.

1 5. I did not make the decision to file this lawsuit lightly. I understood from the outset
2 that bringing a class action could draw attention in the workplace and could carry professional and
3 personal risks. I was concerned that being associated with a lawsuit against CH Robinson could
4 affect how I was viewed by others, including the possibility that I could be seen as difficult to work
5 with or that it could negatively affect my reputation. I was also concerned that filing a class action
6 could jeopardize my employment status or future job opportunities. Even though I believed the
7 claims were justified, I understood there was a possibility that current or prospective employers
8 could learn that I had sued CH Robinson, which could create risks of retaliation, stigma, or strained
9 relationships in the workplace. Despite those concerns, I believed it was important to move
10 forward because I felt that significant rights affecting employees were at stake and that those issues
11 should be addressed.

12 6. I also understood that there were financial risks associated with pursuing this action.
13 From early in the case, I was aware that if the case were not successful, I could potentially face
14 liability for certain litigation costs. I accepted that risk when I agreed to pursue this matter. I further
15 understood that pursuing relief on a class-wide basis would likely take more time, involve more
16 work, and carry greater uncertainty than pursuing only an individual claim. I nevertheless believed
17 it was important to proceed in a manner that could potentially benefit other employees who were
18 affected by the same conduct.

19 7. I understand that, as class representative, I must act in the best interests of the class
20 and not based solely on my own individual interests. I have tried to do so throughout this case. I
21 am not aware of any conflict between my interests and those of the class that would impair my
22 ability to continue serving as a class representative. To the contrary, I believe my interests are
23 aligned with those of the other class members because I seek a fair resolution of the same claims
24 asserted on their behalf.

25 8. Since the beginning of this case, I have remained involved and have made a
26 consistent effort to assist counsel with the prosecution of this action. I understood that my
27 participation was important to the case and to the employees I sought to represent, and I took those
28 responsibilities seriously. I estimate that I invested a substantial amount of time in this case,

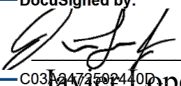
1 including time spent: (1) participating in numerous telephonic meetings with my attorneys and
2 their staff to discuss the facts of the case, the status of the litigation, and documents prepared on
3 my behalf; (2) assisting my attorneys in connection with Defendant's motion to compel arbitration
4 by providing information about my job duties and the nature of CH Robinson's business and
5 operations; (3) making myself available by telephone and email for two full day mediations; and
6 (4) reviewing and executing the Joint Stipulation of Class and Representative Action Settlement
7 ("Settlement Agreement" or "Agreement"). I remain willing to continue assisting in this matter as
8 necessary, including by making myself available for any further proceedings.

9 9. Before signing the Settlement Agreement, I read the Agreement, and I discussed
10 the terms with my attorneys. Based on those discussions, my understanding of the case, and my
11 involvement in the litigation, I believe that the settlement is fair. I understand that litigation
12 involves uncertainty, delay, and risk, and I believe the settlement provides a meaningful benefit to
13 the class in light of those circumstances. I am pleased that, through this settlement, money will be
14 recovered for the class, and I am grateful to have had the opportunity to help pursue that result on
15 behalf of other employees.

16 10. I respectfully request that the Court preliminarily approve the proposed Class
17 Representative Service Award in the amount of \$5,000. In my view, that amount is fair in light of
18 the time and effort I devoted to this matter, the assistance I provided to counsel in prosecuting the
19 case, the responsibilities I undertook on behalf of the class, and the risks I accepted, including risks
20 relating to my employment and future employment opportunities.

21 11. I do not have a business relationship or financial interest in in Legal Aid at Work
22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on this 23rd day of March, 2026, at Anaheim, California.

25 DocuSigned by:
26 
27 C03B2475592440E
28 JAVIER LOPEZ