

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 LARRY W. LEE 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

1 I, Larry W. Lee, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of  
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff  
4 Javier Lopez (“Class Representatives” or “Plaintiff”). I have personal knowledge of the facts set  
5 forth below and if called to testify I could and would do so competently.

6 2. I am one of the primary attorneys for Plaintiff in this matter. Based on my  
7 independent investigation, evaluation of the facts and law, and experience in wage-and-hour and  
8 class action litigation, I am of the opinion that the settlement, for the consideration and on the  
9 terms set forth in the Joint Stipulation of Class and Representative Action Settlement  
10 (“Agreement” or “Settlement Agreement”), is fair, reasonable, and adequate, and in the best  
11 interests of the Class. In forming this opinion, I considered, among other things, the nature of the  
12 claims and defenses, the disputed factual and legal issues, the extent of the investigation and  
13 informal discovery completed, the risks and uncertainties of continued litigation, the delay and  
14 expense that would be incurred through further prosecution of the action and appeals, and the  
15 meaningful relief made available to the Class under the Settlement. In light of these  
16 considerations, and all known facts and circumstances, I believe the Settlement is the product of  
17 informed, arm’s-length negotiations and represents a fair, reasonable, and adequate resolution of  
18 this action.

19 3. The funds represented by uncashed settlement checks will be paid out pursuant to  
20 California Code of Civil Procedure section 384 to Legal Aid at Work, the designated *cy pres*  
21 recipient. I do not maintain an interest in and/or relationship with the Legal Aid at Work.

22 4. My office was retained based upon a contingency fee arrangement wherein Class  
23 Counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.  
24 Specifically, had Plaintiff failed to prevail in the matter, Class Counsel would have spent a  
25 significant amount of time, money and other resources without any benefit or return. For  
26 instance, my office has expended costs to file the instant action, effect service of process, pay  
27 mediation fees and other litigation related costs. In addition, had Plaintiff also failed to prevail in  
28 the present cases, Defendants would have been able to seek costs in connection with its defense

1 of the case.

2 5. Class Counsel are experienced and well-qualified class action litigators who have  
3 litigated many wage and hour class actions and have each been certified as class counsel in  
4 numerous other class actions, particularly wage and hour class actions.

5 6. My qualifications are as follows: I received my J.D. from Arizona State  
6 University College of Law in 2003. During law school, I was a summer associate at the law firm  
7 of Brobeck, Phleger & Harrison. I graduated cum laude from Arizona State University College  
8 of Law in the top 10% of my class. While I was in law school, I was the Associate Managing  
9 Editor of the Arizona State University College of Law, Law Journal. Upon graduation, I  
10 practiced law as an associate at the Los Angeles County offices of Ogletree Deakins Nash  
11 Smoak & Stewart, P.C., a national employment defense law firm that represents a significant  
12 number of Fortune 500 companies.

13 7. My firm's primary focus is employment law. I have handled a number of wage  
14 and hour matters including class actions and multiple-plaintiff actions. I have a practice that  
15 encompasses cases throughout the State of California, including but not limited to the Los  
16 Angeles Superior Court, Orange County Superior Court, San Francisco County Superior Court,  
17 San Diego County Superior Court, and the United States District Courts for the Central, Eastern,  
18 and Northern Districts of California.

19 8. I have been named as Class Counsel in a number of class actions that have been  
20 granted final approval by the Superior Courts of Los Angeles County, Orange County, San  
21 Francisco County, and the United States District Court for the Central District of California,  
22 including the following Class Actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco  
23 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County  
24 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV  
25 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange County Superior Court,  
26 Judicial Council Coordination Proceeding No. 4480; and *Hernandez v. CVS Corp. et al.*, Judicial  
27 Council Coordination Proceeding No. 4539.

28 9. My co-counsel and I will adequately represent the Class Members in this action.

1 Class Counsel has and will zealously represent Plaintiff and the Class and pursue this lawsuit to  
2 its conclusion. I have no conflicts with the Class and will adequately represent the Class.

3 I declare that under the penalty of perjury under the laws of the United States and state  
4 of California the foregoing is true and correct. Executed on March 27, 2026, at Los Angeles,  
5 California.

6 

7 Larry W. Lee  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28