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SUPERIOR COURT OF CALIFORNIA

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 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** Date: July 09, 2026 Time: 2:00 PM Dept.: CX102 **Reservation No.: 74812680** Complaint Filed: May 12, 2022 Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 9, 2026 at 2:00 p.m. or as soon thereafter as the matter may be heard, before the Honorable Layne H. Melzer, judge presiding, in Department CX102 of the above referenced Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701, Plaintiff Javier Lopez ("Plaintiff") will and hereby moves this Court for the following relief with respect to the Joint Stipulation of Class and Representative Action Settlement ("Agreement" or "Settlement Agreement") entered into by Plaintiff and Defendant CH Robinson Company, Inc. ("Defendant" or CH Robinson") (Plaintiff and Defendant shall collectively be referred to as the "Parties"):

1. That the Court approve the Agreement referenced above;

2. That the Court certify the following Class and Sub-Class for settlement purposes: (a) all current and former employees of Defendant in the State of California who worked at any time between May 12, 2018 until August 31, 2025 (the "Class"); and (b) all former non-exempt employees of Defendant in the State of California who earned non-discretionary incentives and/or bonuses and took PTO in the same workweek and whose employment ended at any time during the Class Period (the "PTO Waiting Time Sub-Class");

3. That Plaintiff Javier Lopez be appointed as the Class Representative and Larry W. Lee, Kristen M. Agnew, Max Gavron and Mai Tulyathan of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group LLP be appointed as Class Counsel;

4. That the Court preliminarily approve the Agreement and the Gross Settlement Amount in the amount of One Million One Hundred Sixty Thousand Dollars and Zero Cents ($1,160,000.00);

5. That the Court finds on a preliminary basis that the Agreement appears to be within the range of reasonableness of a settlement, including the amount of the PAGA Fund in the amount of One Hundred Sixteen Thousand Dollars and Zero Cents ($116,000.00), Service Award to Plaintiff in the amount of Five Thousand Dollars and Zero Cents ($5,000.00), Class Counsel Award of up to One-Third of the Gross Settlement Amount (estimated at Three

Hundred Eighty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents [$386,666.66]) plus costs of up to Twenty-Five Thousand Dollars and Zero Cents ($25,000.00), Settlement Administration Costs estimated at Fifteen Thousand Dollars and Zero Cents ($15,000.00), and the allocation of payments to Class Members, that could ultimately be given final approval by this Court;

6. That the Court approve the mailing of the proposed "Notice of Proposed Class Action Settlement" ("Notice Packet") in English and Spanish to be sent to Class Members;

7. That the Court appoint Phoenix Settlement Administrators as the Settlement Administrator; and

8. That the Court schedule the matter for a Final Fairness and Final Approval hearing.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to preliminarily certify a class for settlement purposes.

The basis for this Motion, filed without any opposition from Defendant, is that the proposed settlement is fair, adequate, and reasonable, and the procedures proposed by the Parties are adequate to ensure the opportunity of Class Members to participate in, opt-out of, or object to the settlement.

This Motion will be based on the attached Memorandum of Points and Authorities, the Settlement Agreement and the proposed Notice, and the supporting Declarations of Larry W. Lee, Kristen M. Agnew, Max Gavron, Mai Tulyathan, William L. Marder, Plaintiff Javier Lopez, and Jodey Lawrence (Phoenix Settlement Administrators), upon the oral argument of counsel, and upon such other and further matters as may be presented to the Court at or before the time of the hearing.

Dated: March 27, 2026

DIVERSITY LAW GROUP, P.C.

By: ______________________

Kristen M. Agnew
Attorneys for Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a class and representative Private Attorneys General Act (the "PAGA") action brought by Plaintiff Javier Lopez ("Plaintiff") against Defendant CH Robinson Company, Inc. ("Defendant" or "CH Robinson"). Plaintiff alleges that CH Robinson failed to: (i) pay sick pay at the correct regular rate of pay by excluding non-discretionary bonuses and incentive compensation from the calculation; and (ii) reimburse employees for necessary business expenses, specifically cell phone costs incurred in the discharge of their job duties. Based on these claims, Plaintiff asserts class and representative PAGA claims for violation of Labor Code sections 201, 202, 203, 204, 246, and 2802.

After extensive litigation, including Court of Appeal proceedings addressing the enforceability of class action waivers, informal discovery, and two full days of private mediation with experienced neutral Daniel J. Turner of Judicate West, Plaintiff and CH Robinson (collectively, the "Parties") have reached a proposed class-wide and representative settlement, the terms of which are reflected in the Joint Stipulation of Class and Representative Action Settlement ("Agreement" or "Settlement Agreement"). The Settlement Agreement calls for CH Robinson to pay a Gross Settlement Amount of One Million One Hundred Sixty Thousand Dollars ($1,160,000.00), which will be distributed to the Class on a non-reversionary basis.

The Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms outlined in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of the Class, in light of all known circumstances and the expenses and risks inherent in litigation. Therefore, Plaintiff respectfully requests that the Court grant this Motion for Preliminary Approval of Class Action Settlement.

II. PROCEDURAL HISTORY

A. The PAGA Notice and Initial Class Action Complaint.

1. The PAGA Notice.

On May 11, 2022, Plaintiff filed a written notice with the California Labor & Workforce

Development Agency ("LWDA") alleging that CH Robinson maintained policies and practices that resulted in violations of Labor Code sections 201, 202, 203, 204, 246 and 2802, pursuant to Labor Code section 2699 ("PAGA Notice"). *See* Agnew Decl. ¶3, Exhibit 2.

2. The Class Action Complaint.

On May 12, 2022, Plaintiff filed a class action complaint for damages against CH Robinson in the instant Action, entitled *Javier Lopez v. C.H. Robinson Company, Inc.*, Orange County Superior Court Case No. 30-2022-01259258-CU-OE-CXC ("Action"). *See* Agnew Decl. ¶4. The original complaint asserted individual and class claims based on the Labor Code violations identified in the PAGA Notice. *See id.* Specifically, Plaintiff alleged that he and other non-exempt employees earned non-discretionary incentives and bonuses, but those amounts were not included in the regular rate of pay used to calculate sick leave wages. *See id.* Instead, Defendant paid sick leave at employees' base hourly rates, resulting in underpayment of sick leave wages and the failure to pay all earned wages upon separation of employment. *See id.* Plaintiff further alleged that Defendant required employees to use their personal cell phones for work-related purposes without reimbursing them for the associated business expenses. *See id.*

B. The Related Representative PAGA Action.

On August 5, 2022, Plaintiff initiated a related representative PAGA action against CH Robinson in the matter of *Javier Lopez v. C.H. Robinson Company, Inc.*, Orange County Superior Court Case No. 30-2022-01273893-CU-OE-CXC (the "PAGA Action"). *See* Agnew Decl. ¶ 5. In the PAGA Action, Plaintiff pursued civil PAGA penalties premised on the same Labor Code violations alleged in the PAGA Notice and the Action. *See id.* On September 9, 2022, the PAGA Action was deemed related to the Action. *See id*. at ¶ 6.

C. The Motions to Compel Arbitration and Subsequent Appeals.

In 2022, CH Robinson filed Motions to Compel Arbitration in the Action and related PAGA Action. *See* Agnew Decl. ¶ 8. Plaintiff opposed both motions. *See id.* Following oral argument, the Court issued separate orders on January 20, 2023. *See id.* In the Action, the Court found that Plaintiff qualified for the "transportation worker" exemption under Section 1 of the

Federal Arbitration Act. *See id*. Based on this finding, the court (1) denied Defendant's motion to compel arbitration of Plaintiff's individual claims brought pursuant to Labor Code sections 201 and 2802 and Business and Professions Code sections 17200, *et seq*.; (2) compelled arbitration of Plaintiff's individual claim for waiting time penalties under Labor Code section 203; and (3) stayed the remaining claims, including the putative class claims for waiting time penalties and expense reimbursement, pending resolution of arbitration. *See id.* In the PAGA Action, the Court ordered the representative PAGA claims proceed to a bench trial. *See id.*

On February 10, 2023, Defendant filed Notices of Appeal challenging the Court's orders on the motions to compel arbitration. *See* Agnew Decl. ¶ 9. The Parties filed extensive briefing on the issues of arbitrability and the enforceability of the class action waiver. *See id*. On November 8, 2024, the Court of Appeal issued a decision related to the Action affirming in part and reversing in part the Court's denial of CH Robinson's motion to compel arbitration in the Action. *See id* at ¶ 11. The Court of Appeal held that Plaintiff's individual reimbursement claim under Labor Code section 2802 was arbitrable and that CH Robinson's remaining arguments were forfeited. *See id*.

D. The Parties Participate in Two Full-Day Mediations.

During the pendency of the appeal, the Parties agreed to privately mediate the PAGA Action. *See* Agnew Decl. ¶ 12. On April 2, 2024, the Parties attended a full day mediation with Dan Turner, an experienced wage and hour class action mediator. *See id.* Although the Parties reached an agreement in principle to resolve the PAGA Action, they were ultimately unable to agree on certain material terms of settlement. *See id.* The Parties therefore resumed litigation.

Following resolution of the appeal, the Parties agreed to a second day of mediation, encompassing the Action, the PAGA Action and Plaintiff's individual claims alleged in the arbitration. *See* Agnew Decl. ¶ 13.[1] CH Robinson produced information regarding its cell phone

[1] On February 28, 2023, Plaintiff filed a demand for arbitration with the American Arbitration Association. *See* Agnew Decl. ¶ 10. The Parties stipulated to stay the pending the resolution of Defendant's appeal. *See id.*

reimbursement policy, an estimate of the number of pay periods worked during the period from May 12, 2018 through August 31, 2025, the number of exempt and non-exempt putative class members, the number of separated employees who earned nondiscretionary incentive pay and sick pay wages, and the average final rate of pay during that same period. *See id.* Based on the information provided by CH Robinson, Class Counsel conducted a full damage and penalties analysis. *See id*.

On October 13, 2025, the Parties participated in a second full-day mediation with Mr. Turner. *See* Agnew Decl. ¶ 14. The matters were not resolved at mediation. *See id.* However, after extended negotiations, the Parties accepted a mediator's proposal to resolve the Action, the PAGA Action and Plaintiff's individual claims. The Parties subsequently negotiated the Joint Stipulation of Class and Representative Action Settlement. *See id.* at ¶ 15.[2] All settlement discussions were conducted at arm's length between experienced counsel. *See id*. at ¶ 17.

E. The Operative First Amended Complaint.

As a condition of the settlement, the Parties stipulated to the filing of a First Amended Class and Representative Action Complaint ("First Amended Complaint" or "Operative Complaint") in the Action. *See* Agnew Decl. ¶ 18. The purpose of the First Amended Complaint was to incorporate the PAGA claims from the separate PAGA Action into the Action, thereby consolidating all claims for settlement purposes. *See id*. On March 3, 2026, Plaintiff filed the Operative Complaint. *See id*. at ¶ 19. On March 17, 2026, Plaintiff filed a Stipulation and Order to Dismiss the PAGA Action, which is pending. *See id.*

III. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

A. The Two-Step Judicial Review of Class Action Settlements.

Any settlement of a class action lawsuit must be reviewed and approved by the Court. This is done in two steps: (1) an early (preliminary) review by the trial court, and (2) a final review after notice has been distributed to the class members for their comment or objections.

[2] The Parties entered into a separate confidential settlement agreement resolving Plaintiff's individual claims alleged in the arbitration proceeding. *See* Agnew Decl. ¶ 16.

The Manual for Complex Litigation, Third § 30.41 states:

> Approval of class action settlements involves a two-step process. First, counsel submits the proposed terms of settlement and the court makes a preliminary fairness evaluation. If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval, the court should direct that notice ... be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

Fed. Jud. Ctr., 3rd ed. 1995.

Thus, the preliminary approval by the trial court is simply a conditional finding that the settlement appears to be within the range of acceptable settlements. As Professor Newberg comments, "[t]he strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal may vary. The court may find that the settlement proposal contains some merit, is within the range of reasonableness required for a settlement offer, or is presumptively valid subject only to any objections that may be raised at a final hearing." *Alba Conte & Herbert B. Newberg, 4 Newberg on Class Actions § 11.26 (4th ed. 2002)*.

The procedures for the parties' submission of a proposed settlement for preliminary approval by the court also are discussed in *4 Newberg on Class Actions*:

> When the parties to an action reach a monetary settlement, they will usually prepare and execute a joint stipulation of settlement, which is submitted to the court for preliminary approval. The stipulation should set forth the central terms of the agreement, including but not limited to, the amount of settlement, form of payment, manner of determining the effective date of settlement and any recapture clause.

Id. § 11.24.

Here, the Parties have reached such an agreement and have submitted to this Court in connection with this Motion a copy of the Joint Stipulation of Class and Representative Action Settlement. The Settlement Agreement sets forth all monetary and non-monetary terms of the proposed settlement, which include, among other things, the proposed Class, PTO Waiting Time Sub-Class and Aggrieved Employee definitions, the Gross Settlement Amount, and the method for calculating individual payments to Participating Class Members and Aggrieved Employees.

B. Proposed Class and Aggrieved Employee Definitions.

The Settlement encompasses the following groups of employees: (i) all current and former employees of Defendant in the State of California that worked any time during the Class Period ("Class" or "Class Members"); and (ii) all former non-exempt employees of Defendant in the State of California who earned non-discretionary incentives and/or bonuses and took PTO in the same workweek and whose employment ended at any time during the Class Period ("PTO Waiting Time Sub-Class"). *See* SA §§ 6, 34. The Class Period is defined to mean the period from May 12, 2018, until August 31, 2025. *See id*. at § 8. Defendant represented that there are approximately 1,078 Class Members and approximately 83 PTO Waiting Time Sub-Class Members. *See* Agnew Decl. ¶ 20.

The Settlement also resolves the claims of "Aggrieved Employees," consisting of "all current and former employees of Defendant in the State of California that worked any time between May 11, 2021, until August 31, 2025." *See* SA § 2.

C. The Central Monetary Terms of the Settlement Agreement.

1. The Gross Settlement Amount.

The Settlement Agreement requires Defendant to pay a Gross Settlement Amount of One Million One Hundred Sixty Thousand Dollars ($1,160,000.00). *See* SA § 15. The entire Gross Settlement Amount is non-reversionary, meaning that none of these funds will revert to Defendant. *See id*. at § 15. The Gross Settlement Amount was calculated based on the Parties' agreed-upon settlement value of the sick pay and reimbursement claims. *See* Agnew Decl. ¶ 22. For the purpose of calculating the Gross Settlement Amount, the Parties allocated Eight Hundred Eighty Thousand Dollars ($880,000) to the Class and the remaining Two Hundred Eighty Thousand Dollars ($280,000.00) to the PTO Waiting Time Sub-Class. *See* SA § 47.

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2. Allocation to PAGA Penalties.

The Settlement allocates One Hundred Sixteen Thousand Dollars ($116,000.00) of the Gross Settlement Amount to PAGA penalties ("PAGA Fund"). *See* SA § 26. Consistent with the requirements of PAGA, seventy-five percent of the PAGA Fund—i.e., the sum of Eighty-Seven Thousand Dollars ($87,000.00)—will be paid to the LWDA. *See* SA § 26. The remaining twenty-five percent—i.e., the sum of Twenty-Nine Thousand Dollars ($29,000.00)—will be distributed to Aggrieved Employees as Individual PAGA Payments. *See id*. The amount allocated to each Aggrieved Employee will be based on the number of pay periods he or she worked during the PAGA Period (May 11, 2021, through August 31, 2025). *See id*. at § 52. All Individual PAGA Payments shall be allocated as 100% penalties and reported on IRS Form 1099. *See id*.

3. Attorneys' Fees and Reimbursement for Litigation Costs.

As part of the Settlement, Defendant does not object to Class Counsel's request for attorneys' fees up to one-third (33.33%) of the Gross Settlement Amount, which is currently estimated to be Three Hundred Eighty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents ($386,666.66), and litigation costs in the amount of up to Twenty-Five Thousand Dollars ($25,000.00), subject to the Court finally approving this Settlement. *See* SA §§ 3, 48. Any portion of the requested attorneys' fees and/or costs not approved by the Court shall be added to the Net Settlement Amount and distributed to Participating Class Members. *See id*. at § 48.

4. Service Awards to the Class Representative.

Plaintiff requests the payment of a Service Award in the amount of Five Thousand Dollars ($5,000.00). *See* SA § 49. This amount is intended to compensate Plaintiff for his effort and work in prosecuting this Action on behalf of Class Members, including meeting and communicating with Class Counsel, reviewing the pleadings and documents in this case, and the Settlement Agreement. *See* Agnew Decl. ¶ 27; Lopez Decl. ¶ 8. Any portion of the Service Award that is not approved by the Court shall be added to the Net Settlement Amount and distributed to Participating Class Members. *See id*. at § 49.

5. Settlement Administration Costs.

The Settlement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator in administering the settlement and distributing payments. *See* SA § 50. The Parties have agreed to utilize Phoenix Settlement Administrators to administer the settlement, with the administration costs estimated to be Fifteen Thousand Dollars ($15,000.00). *See* SA §§ 43, 44, 50; Admin. Decl. ¶22, Ex. B. Any portion of the Settlement Administration Costs that is not approved by the Court or is not used shall be added to the Net Settlement Amount and distributed to Participating Class Members. *See* SA § 50.

6. The Net Settlement Amount.

The Net Settlement Amount is the balance of the Gross Settlement Amount ($1,160,000.00) remaining after deduction of the Court-approved: (i) Attorneys' Fees and Costs ($411,666.66); (ii) Class Representative Service Award ($5,000.00); (iii) PAGA Fund ($116,000.00); and (iv) Settlement Administration Costs ($15,000.00). *See* SA § 21. Class Counsel estimates that the Net Settlement Amount will be approximately $612,333.34, assuming the Court approves the requested Attorneys' Fees, Costs, Service Award, and Settlement Administration Costs. *See* Agnew Decl. ¶ 29. The entire Net Settlement Amount will be distributed to Participating Class Members, meaning Class Members who do not submit a timely and valid Request for Exclusion. *See* SA §§ 30, 51.

7. The Individual Settlement Payments.

Seventy-six percent of the Net Settlement Amount (currently estimated at $465,373.34) will be allocated to the Participating Class. *See* SA § 53. Participating Class Members will be entitled to receive a portion of the seventy-six percent allocation on a *pro rata* basis, based upon the total number of Class Pay Periods each Participating Class Member worked. *See id.* This allocation is fair because it directs a greater recovery to Participating Class Members who experienced more pay periods in which no cell phone reimbursement was provided. *See* Agnew Decl. ¶ 31.

The remaining twenty-four percent of the Net Settlement Amount (currently estimated at $146,960.00) shall be allocated to Participating Class Members who are part of the PTO Waiting Time Sub-Class. *See* SA § 53. Each PTO Waiting Time Sub-Class Member will receive an equal share of this twenty-four percent allocation, meaning each employee will receive the same dollar amount. *See id.* This is fair because PTO Waiting Time Sub-Class Members generally suffered the same harm—namely, waiting time penalties resulting from the failure to pay earned sick pay wages at the time of separation. *See* Agnew Decl. ¶ 31.

On raw average, each Participating Class Member may potentially recover approximately $431.70, with each PTO Waiting Time Sub-Class Member receiving an additional $1,770.60. *See* Agnew Decl. ¶ 32. The amount actually paid to each Participating Class Member may increase or decrease depending on the actual number of Class Pay Periods worked during the Class Period and/or the number of timely Requests for Exclusion received. *See id*.

8. Uncashed Checks.

Funds represented by Individual Class Payment checks that remain uncashed for more than 180 calendar days after issuance will be paid as a *cy pres* award to Legal Aid at Work. *See* SA § 68. The Parties each represent that they do not have a business relationship or financial interest in in Legal Aid at Work. *See* SA § 68; Agnew Decl. ¶ 34; Gavron Decl. ¶ 11; Lee Decl. ¶ 3; Lopez Decl. ¶ 11; Marder Decl. ¶ 14; Tulyathan Decl. ¶ 10.

D. The Proposed Class Releases.

Upon the funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members shall release the Released Parties[3] from the following Released Reimbursement Claim:

> Any and all claims that were alleged in the Operative Complaint or

[3] As defined by the Settlement Agreement, the "Released Parties" encompasses CH Robinson and its subsidiaries, affiliates, shareholders, owners, members, agents, officers, predecessors, successors and assigns. *See* SA § 40.

> could have been alleged based on the factual allegations of the Operative Complaint for violation of Labor Code section 2802 and Business and Professions Code section 17200 *et seq.*, which may have arisen during the Class Period.

See SA §§ 37, 79. Additionally, Plaintiff and all Participating Class Members who are also a member of the PTO Waiting Time Sub-Class shall release the Released Parties from the following Released PTO Waiting Time Claim:

> Any and all claims that were alleged in the Operative Complaint or could have been alleged based on the factual allegations of the Operative Complaint for violation of Labor Code sections 201, 202, 203, 204 and 246, which may have arisen during the Class Period.

See SA §§ 36, 79. The Released PTO Waiting Time Claim includes any claim based on violation of California Labor Code section 226 related to the payment of sick pay wages. *See* SA § 36.

E. The PAGA Releases.

Upon the funding of the Gross Settlement Amount, the LWDA, through Plaintiff, its proxy or agent, shall release the Released Parties from the following Released Reimbursement PAGA Claim:

> Any and all claims for civil PAGA Penalties that were alleged in the Operative Complaint, Plaintiff's PAGA Letter, and all other claims that could have been alleged based on the facts alleged in Plaintiff's PAGA Letter for violation of California Labor Code section 2802, which may have arisen during the PAGA Period.

See SA §§ 39, 80. Additionally, the LWDA shall release the Released Parties from the following Released PTO PAGA Claim:

> Any and all claims for civil PAGA Penalties that were alleged in the Operative Complaint, Plaintiff's PAGA Letter, and all other claims that could have been alleged based on the facts alleged in Plaintiff's PAGA Letter for violation of California Labor Code sections 201, 202, 203, 204, and 246 *et. seq.*, which may have arisen during the PAGA Period.

See SA §§ 38, 80. The Released PTO PAGA Claim is limited to Aggrieved Employees who: (i) are former non-exempt employees of Defendant in the State of California; and (ii) both earned non-discretionary incentives and/or bonuses and took PTO in the same workweek, and separated from employment at any time during the PAGA Period. *See id.* at § 80.

Aggrieved Employees may not opt out of or object to the PAGA portion of the settlement. *See* SA § 61. Accordingly, any Aggrieved Employee who opts out of the proposed class action settlement will still be bound by the release of the PAGA claims and receive an Individual PAGA Payment. *See id*.

E. Notice to Class Members.

The Notice Packet is attached to the Settlement Agreement as Exhibit A. The Notice Packet will be mailed to Class Members and Aggrieved Employees in English and Spanish. *See* SA §§ 57, 59.[4] Class Members will have forty-five (45) calendar days from the initial mailing of the Notice Packet to dispute their total Class Pay Periods, PAGA Pay Periods or their status—whether included or excluded—as a PTO Waiting Time Sub-Class Member, and/or submit a written Request for Exclusion or Notice of Objection. *See id.* at §§ 42, 59-61, 65.

F. The Terms of the Settlement Are Fair and Reasonable.

In considering whether a settlement is reasonable, the trial court should consider relevant factors, which may include the strength of plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008).

In order to approve a class action settlement, the court must satisfy itself that the class settlement is within the "ballpark" of reasonableness. *Kullar*, 168 Cal. App. 4th at 133. However, the record need not contain an explicit statement of the maximum theoretical recovery. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 408-409 (2010). Instead, *Kullar* "requires a record which allows 'an understanding of the amount

[4] CH Robinson has represented that its workforce requires a Spanish translation of the Notice Packet. *See* Agnew Decl. ¶ 36.

that is in controversy and the realistic range of outcomes of the litigation.'" *Id.* As demonstrated in Section II and the supporting declarations of counsel, that record exists in this case.

1. This Settlement Recognizes the Inherent Risks of Continued Litigation.

Although Plaintiff and Class Counsel believe in the merits of the Action, they also recognize the risk, expense, and delay in continuing litigation with the class and PAGA claims, and believe the settlement to be fair, reasonable, and adequate. *See* Agnew Decl. ¶ 40; Gavron Decl. ¶ 2; Lee Decl. ¶ 2; Marder Decl. ¶ 2, 3; Tulyathan Decl. ¶ 2.

a. Business Expense Reimbursement Individualized Issues.

Plaintiff alleges that Defendant regularly and consistently violated Labor Code section 2802 by failing to reimburse employees for expenses incurred in the performance of their duties, including expenses associated with the use of personal cell phones for mandatory work-related communications. *See* Agnew Decl. ¶ 4, 37. California law is clear that where it is mandatory for employees to use their personal cell phones for work, they must generally be compensated for a reasonable percentage of their phone plans. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014); *Herrera v. Zumiez, Inc.*, 953 F.3d 1063, 1078 (9th Cir. 2020).

However, Defendant denies that cell phone use was mandatory and argues that the Section 2802 claim is not suitable to be adjudicated on a classwide basis. *See* Agnew Decl. ¶ 37. As argued by Defendant, Plaintiff and all other employees are not required to utilize cell phones for any business purposes whatsoever and have access to a computer-based system to make phone calls. Defendant provides cell phones for those employees whose jobs required them. *See id*. Thus, Defendant maintains that individualized inquiries would be required to determine whether (1) each employee's cell phone use was "necessary" within the meaning of Labor Code section 2802; (2) each employee requested reimbursement for the alleged expense; and (3) Defendant was aware of any requests. *See Herrera*, 953 F.3d at 1078. Relatedly, Defendant argues that, even if Plaintiff prevailed on the merits, Plaintiff cannot proffer a viable damages model. *See* Agnew Decl. ¶ 37. Defendant contends that damages will necessarily require individualized assessments as to the frequency and necessity of each employee's cell phone use, the type of cell phone plan each employee maintained (unlimited versus limited minutes), whether the employee incurred any additional costs, and the reasonable amount of reimbursement due to each employee. *See id.*

b. Good Faith Defense to Waiting Time Penalties.

Plaintiff seeks waiting time penalties under Labor Code section 203 based on Defendant's alleged failure to timely pay all earned wages upon separation of employment, specifically arising from the alleged underpayment of sick pay wages. *See* Agnew Decl. ¶¶ 4, 38. However, Defendant has consistently argued that the waiting time penalties are subject to a complete defense. *See id*.

First, Defendant maintains that a good faith dispute exists as to whether the allegedly underpaid wages were due to Plaintiff and the Sick Pay Sub-Class Members, given what Defendant characterizes as compliant policies and procedures. *See* Agnew Decl. ¶ 38. If Defendant were successful in its good faith defense, the Court may not have awarded waiting time penalties at all, potentially reducing exposure by millions of dollars. The California Supreme Court's recent decision in *Naranjo v. Spectrum Security Services, Inc.*, 15 Cal.5th 1056, 1087 (2024), provides significant support for Defendant's position. In *Naranjo*, the Supreme Court held that an employer's "objectively reasonable, good faith belief that" it was complying with California's wage and hour law precludes the award of wage statement penalties under Section 226. *Id.* This good faith defense similarly applies to waiting time penalties under Labor Code section 203. *See id*. at 1080 (the scienter requirements of section 203 and 226 should be "read in a manner that harmonizes them…"). Second, Defendant maintains that paid sick time is not a form of wages as defined in Labor Code 200 (*Liu v. Kaiser Permanente Intern*., No. RG21093802, 2021 WL 10364426, at *2 (2021)) and, thus, Plaintiff cannot recover waiting time penalties under Labor Code section 203. *See* Agnew Decl. ¶ 38. Third, Defendant contends that damages will necessarily require individualized assessments to determine whether the PTO taken by the subject employees was indeed sick time. *See* Agnew Decl. ¶ 38.

c. Class Certification Risk.

Although Plaintiff believes that the class can be certified, Plaintiff also recognizes the inherent uncertainty and risks involved in not prevailing on one or more of the causes of action or theories alleged in the operative First Amended Complaint, the possibility of non-certification, and the potential for appeals. *See* Agnew Decl. ¶ 40. These risks on class certification are compounded by the cautionary tale presented in *Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal. 4th 1 (2014). In *Duran*, the plaintiffs obtained class certification and subsequently prevailed at trial after eight years of litigation, but the judgment and the certification ruling were reversed by the California Supreme Court after an additional five years of litigation. *Id*. The case was remanded to superior court where class certification was denied and plaintiffs' subsequent appeal also was denied. *Id*.

Here, the individualized issues identified above—particularly with respect to the business expense reimbursement claim—presented a substantial risk that Defendant could successfully oppose class certification or move for decertification after further proceedings. Moreover, even if the Court were to certify the class, Defendant would likely appeal that decision, adding years of additional delay and uncertainty to the case. The appellate proceedings that have already occurred in this case demonstrate the substantial costs, risks, and delays associated with appeals. *See* Agnew Decl. ¶¶ 9, 11. The possibility of further appellate proceedings challenging class certification would have significantly extended the timeline for any recovery to Class Members and created additional risk that the case could ultimately be remanded with instructions to deny certification.

The Settlement eliminates these risks by providing immediate relief to all Class Members without the need for protracted class certification proceedings or the risk of decertification. This certainty of recovery, as compared to the substantial risks of non-certification or decertification, strongly supports the reasonableness of the Settlement. *See id*.

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2. The Settlement Effectuates the Goals of PAGA.

With respect to evaluating the reasonableness of the settlement of the PAGA claim, the Court's focus is not the amount that aggrieved employees will ultimately receive as a result of a settlement. Instead, "a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *See Moniz v. Adecco USA, Inc.*, 72 Cal.App.5th 56, 77 (2021); *see also Kang v. Wells Fargo Bank, N.A.*, 2021 WL 5826230, at *15 (N.D.Cal., 2021) (evaluating a PAGA settlement under the standard of whether the settlement terms "are fundamentally fair, reasonable, and adequate in view of PAGA's public policy goals"); *Rodriguez v. Belfor USA Group, Inc*., 2025 WL 1474758, at *11 (N.D.Cal., 2025) ("A reviewing court must ensure that a PAGA settlement…is fundamentally fair, reasonable, and adequate in view of PAGA's public policy goals").

Here, the Settlement advances those purposes. It provides meaningful relief arising from the alleged Labor Code violations and thereby vindicates the rights of Aggrieved Employees. The Settlement is also consistent with the principle established in *O'Connor v. Uber Technologies, Inc.* that "if the settlement for the Rule 23 class is robust, the purposes of PAGA may be concurrently fulfilled. By providing fair compensation to the class members as employees and substantial monetary relief, a settlement not only vindicates the rights of the class members as employees but may have a deterrent effect upon the defendant employer and other employers, an objective of PAGA." 201 F.Supp.3d 1110, 1134 (N.D. Cal. 2016). Here, the total Gross Settlement Amount of $1,160,000.00 provides substantial monetary relief that serves both to compensate Class Members and to deter future violations by Defendant and other California employers.

The Settlement is likewise consistent with California's strong public policy favoring settlement. As one court has observed, settlement promotes efficiency, reduces costs, conserves resources, and minimizes court congestion, while allowing the parties—who are best positioned to assess their own interests—to resolve disputes without unnecessary judicial intervention.

Consumer Advocacy Group, Inc. v. Kintetsu, 141 Cal. App. 4th 46, 62-63 (2006) (citing *Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277-278 (1992)). The Settlement achieves these objectives by providing immediate relief to Aggrieved Employees and the LWDA while avoiding the substantial costs and delays of continued litigation.

3. The Potential Value of the PAGA Claims.

Based on the class data provided by Defendant and the analysis performed by Class Counsel, Plaintiff estimates that Defendant's potential maximum exposure on the PAGA claims is approximately $5,358,300, assuming: (i) a penalty of $100 per pay period multiplied by approximately 53,500 PAGA pay periods; and (ii) a penalty of $100 for 83 pay periods in which an Aggrieved Employee (who earned non-discretionary incentives and/or bonuses, and took PTO in the same workweek) separated from employment during the PAGA Period. *See* Agnew Decl. ¶ 39(c). This assumes complete victory at trial and that the Court would award the maximum penalty of $100 per pay period, which is far from certain as discussed below. *See id*.

This maximum theoretical exposure does not account for several critical factors that would likely reduce any actual penalty award. First, pursuant to Labor Code section 2699(e)(2), the Court has broad discretion to reduce PAGA penalties where "if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory."' Indeed, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by ninety percent, citing the employer's good faith attempt at complying with the law. *Id*. at 517. Upon review, the Court of Appeal found such a reduction to be proper. *Id*. at 539. Thus, even if Plaintiff was to successfully prove their claims at trial, there is a substantial possibility that the Court may only award a small percentage of PAGA penalties. *See* Agnew Decl. ¶ 39(c). Second, Defendant has consistently maintained that it acted in good faith and reasonably believed that its wage and hour practices complied with California law. This good faith defense, if successful, could result in a substantial reduction in any PAGA penalty award.

Taking these factors into account, if the Court used the *Carrington* benchmark of approximately ten percent of the maximum theoretical exposure, a more realistic estimate of the maximum PAGA penalties at issue would be approximately $535,830. Under this analysis, the PAGA Fund of $116,000.00 represents approximately 21.64% of the realistic maximum PAGA exposure, which is a fair and reasonable recovery given the risks and uncertainties of continued litigation.

4. The Potential Value of the Class Claims.

With respect to the class claims, the exposure on the waiting time penalties claim is $498,000.00, based on an average hourly wage of $25.00 and 83 PTO Waiting Time Sub-Class Members. *See* Agnew Decl. ¶ 39(a). For the purpose of settlement, the Parties allocated $280,000.00 of the Gross Settlement to this claim, which constitutes approximately 56.22% of Defendant's maximum exposure in Section 203 penalties. *See id.*

In addition, Class Members collectively worked approximately 92,828 Class Pay Periods, which equates to approximately 46,414 aggregate months of work during the Class Period. *See* Agnew Decl. ¶ 39(b). Effective September 15, 2024, CH Robinson revised its cell phone reimbursement policy to allow reimbursement of up to $35 per month. *See id.* Applying that reimbursement rate across the 46,414 aggregate months results in a potential exposure of $1,624,490. *See id.* For the purpose of settlement, the Parties allocated $880,000.00 of the Gross Settlement to the reimbursement claim, which constitutes approximately 54.17% of Defendant's maximum exposure. *See id.*

Thus, Class Counsel estimates that the potential maximum exposure on the Class Claims is $2,122,490. *See* Agnew Decl. ¶¶ 39(a) and 39(b). The combined estimated exposure for the Class [$2,122,490] and PAGA [$5,358,300] claims is $7,480,790. *See id.* at ¶ 39. The Parties settled this action for $1,160,000, which is approximately 15.51% of the maximum potential recovery. *See id.*

G. The Court Should Preliminarily Approve the Award of Costs and Fees.

California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees is based on a percentage of the total value of benefits to class members by the settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254 (2001); *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("A litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole"); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent*, 557 F.2d at 769.

The common fund doctrine is predicated on the principle of preventing unjust enrichment. When a litigant's efforts create or preserve a fund from which others derive benefits, she may require the passive beneficiaries to compensate those who created the fund. Both California state and federal courts have embraced this doctrine. *Serrano*, 20 Cal. 3d at 35; *Vincent*, 557 F.2d at 769. Similarly, in *City and County of San Francisco v. Sweet*, 12 Cal. 4th 105, 110 (1995), the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." The reasons for applying the common fund doctrine include: "fairness to the successful litigant, who might otherwise receive no benefit because his recovery might be consumed by the expenses; correlative prevention of an unfair advantage to the others who are entitled to share in the fund and who should bear their share of the burden of its recovery; encouragement of the attorney for the successful litigant who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is assured that he will be properly and directly compensated should his efforts be successful." *Id.*

Indeed, the California Supreme Court has also held that the award of attorneys' fees in common fund wage and hour class action settlements should start with the percentage method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created"). In *Laffitte*, the Court affirmed a fee award representing 33 1/3 percent of the fund. *Id.* at 506. And this was based on a lodestar amount that required a multiplier of 2.13. *Id.* at 487. As the Court held, only when the multiplier is "extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range." *Id.* at 505.

The Parties have agreed to a payment of one-third of the Gross Settlement Amount, or \$386,666.66, for payment to Class Counsel as attorneys' fees. *See* SA § 48. Further, the Parties have agreed to reimbursement of Class Counsel's litigation costs up to \$25,000.00. *See id.* Class Counsel have, at their own risk, expended costs, for example, to file this instant action, effectuate service of process, pay mediation fees, and advanced other litigation-related costs. *See* Lee Decl. ¶ 4; Marder Decl. ¶ 4. Any portion of the requested attorneys' fees and/or costs not approved by the Court shall be added to the Net Settlement Amount and distributed to Participating Class Members as provided in the Settlement Agreement. *See* SA § 48.

At the time of final approval, Class Counsel will also provide the Court with declarations and time records to show that a payment of one-third of the recovery is justified and fair even under the lodestar method. The requested fees and costs are presumptively reasonable given the substantial results obtained—a Gross Settlement Amount of \$1,160,000.00—the significant risks undertaken by Class Counsel throughout this litigation, including protracted arbitration disputes, appellate proceedings, and the arm's-length negotiation conducted over two full-day mediation sessions with an experienced neutral. *See* Section II, *supra*. Based on the foregoing, the Court should preliminarily approve the attorneys' fees and costs being requested by the Parties.

H. Proposed Service Award to the Class Representative.

Plaintiff requests Class Representative Service Award of \$5,000.00. *See* SA § 49. As part of his duties as the Class Representative, Plaintiff met and conferred with Class Counsel on a number of occasions to discuss the case, provided documents and information to Class Counsel, reviewed the pleadings in this case and the Settlement Agreement, and made himself available for two mediations. *See* Lopez Decl. 8. Plaintiff also played an important role in defeating Defendant's motion to compel arbitration by providing information about his job duties and the nature of CH Robinson's business and operations. *See id.*

In addition to the invaluable services that he provided, Plaintiff also took a significant risk, both professionally and monetarily, in acting as the Class Representative and seeking benefits on behalf of the Class. *See* Lopez Decl. ¶¶ 5, 6. Because the claims alleged by the Class Representative involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the costs of Defendant, had he not prevailed in this action. *See id.* at ¶ 6.

Furthermore, given that future employers are much less likely to hire individuals who have filed a lawsuit against their prior employer, particularly in cases of this nature, Plaintiff may face prejudice in the future from other potential employers. Plaintiff took this risk upon himself and the whole Class benefited from these risks taken by Plaintiff. *See* Lopez Decl. ¶ 5. Class Members did not have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a public lawsuit.

Notably, the requested Class Representative Service Award in the amount of $5,000.00 is within the typically accepted range. *See e.g. Bellinghausen v. Tractor Supply Company*, 306 F.R.D. 245, 267 (N.D.Cal., 2015) (observing that "incentive awards typically range from $2,000 to $10,000"); *Carter v. XPO Logistics, Inc*., 2019 WL 5295125, at *4 (N.D. Cal. Oct. 18, 2019) (approving awards of $20,000 each for five named plaintiffs); *Taylor v. FedEx Freight, Inc.,* 2016 WL 6038949, at *8 (E.D. Cal. Oct. 13, 2016) (approving a $15,000 service payment); *Glass v. UBS Fin. Servs*., 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding $25,000 Incentive award in FLSA overtime wages class action).

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I. The Court Should Preliminarily Approve Settlement Administration Costs.

The Parties have agreed to an estimated payment of $15,000.00 to the Settlement Administrator, Phoenix Settlement Administrators, to send notices and administer this settlement, which shall be paid out of the Gross Settlement Amount. *See* SA §§ 43, 44, 50; Admin. Decl. ¶22, Exhibit B. The Parties believe that the administration costs are reasonable and necessary for the proper administration of this settlement and should be approved.

IV. THE COURT SHOULD CONDITIONALLY CERTIFY THE CLASS.

A. The Class is Ascertainable and Sufficiently Numerous.

The Class that Plaintiff seeks to conditionally certify is ascertainable and sufficiently numerous. The proposed Class is readily ascertainable because all Class Members have worked for Defendant and can be easily identified through its employee and payroll records. Further, numerosity is easily satisfied as there are approximately 1,078 Class Members, including approximately 83 PTO Waiting Time Sub-Class Members. *See* Agnew Decl. ¶ 20; *see Preston v. Porch.com, Inc.*, 2022 WL 1214710, at *3 (S.D. Cal. 2022) (a "presumption of numerosity created by twenty-five to thirty members"); *Rannis v. Recchia*, 380 Fed.Appx. 646, 650 (9th Cir. 2010) (district court "did not abuse its discretion in determining that the class of 20 satisfies the numerosity requirement").

B. There are Common Questions of Law and Plaintiff's Claims are Typical of the Class.

The commonality requirement is met when there are questions of law and fact common to the class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (1998) ("The existence of shared legal issues with divergent factual predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the class"). Commonality requires only that some common legal or factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462, 473 (1981). Defendant's conduct is central to the commonality inquiry. *See City of San Jose v. Superior*

Court, 12 Cal. 3d 447, 460 (1974). Where the employer's conduct is uniformly directed at a class of employees, as it is here, the classwide impact of Defendant's policies satisfies the commonality requirement. *See Stephens v. Montgomery Ward & Co.*, 193 Cal. App. 3d 411, 421 (1987). Here, Plaintiff contends, and Defendant does not dispute for settlement purposes, that commonality is satisfied. SA § 76. The claims of Plaintiff and the Class Members all flow from the same alleged factual and legal issues, *i.e.,* Defendant's alleged failure to pay sick pay at the regular rate of pay and reimburse employees for the costs associated with using a personal cellphone for work-related purposes. *See* Agnew Decl. ¶¶ 4, 37, 38; Lopez Decl. ¶¶ 2, 3.

C. Plaintiff and Class Counsel Have Adequately Represented the Class.

The adequacy requirement is met if the named representative and his or her counsel have no interests adverse to those of the Class Members and are committed to vigorously prosecuting the case on behalf of the class. *Hanlon*, 150 F. 3d at 1020; *McGhee v. Bank of Am.*, 60 Cal. App. 3d 442, 450 (1976) ("Adequacy of representation depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class"). Plaintiff contends, and Defendant does not dispute for settlement purposes, that those requirements are met. SA § 76. Throughout this case, Plaintiff has demonstrated his commitment to prosecuting this Action on behalf of the Class Members by, among other things, locating and retaining attorneys, filing this Action and willingly exposing his name and reputation to criticism, participating in investigation, making himself available for two full-day meditations, and reviewing the settlement documents with counsel. Lopez Decl. ¶¶ 5-8. Plaintiff understands the claims and theories being advanced and has no conflicts with the other members of the Class. *Id*. at ¶ 4. Plaintiff's interest in prosecuting this Action and obtaining the most beneficial recovery possible fully comport with the interests of the Class Members. *Hanlon*, 150 F. 3d at 1021.

In addition, Class Counsel have no conflicts of interest and have vigorously prosecuted the Class Action on behalf of Plaintiff and the Class. Agnew Decl. ¶¶ 2-13; Gavron Decl. ¶ 10; Lee Decl. ¶ 9; Marder Decl. ¶ 13; Tulyathan Decl. ¶ 9. Further, as detailed in their declarations, Class Counsel are experienced and well-qualified class action litigators who have litigated many wage and hour class actions and have each been certified as class counsel in numerous other class actions, particularly wage and hour class actions. *See* Agnew Decl. ¶¶ 41-48; Gavron Decl. ¶ 3-9; Lee Decl. ¶¶ 5-8 Marder Decl. ¶¶ 5-12; Tulyathan Decl. ¶¶ 4-8.

V. NOTICE TO THE LWDA

Concurrently with the filing of this motion, Plaintiff submitted the Settlement Agreement and supporting documents to the LWDA as required by Labor Code § 2699(l). *See* Agnew Decl. ¶ 49, Exhibit 3.

VI. CONCLUSION

For all the reasons stated above, Plaintiff's unopposed Motion for Preliminary Approval should be granted.

Dated: March 27, 2026

DIVERSITY LAW GROUP, P.C.

By:______________________________
Kristen M. Agnew
Attorneys for Plaintiff and the Class

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 30, 2026, I served the following document(s) described as:

1. **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**
2. **DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
3. **DECLARATION OF MAX W. GAVRON IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
4. **DECLARATION OF WILLIAM L. MARDER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
5. **DECLARATION OF KWANPORN "MAI" TULYATHAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
6. **DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
7. **DECLARATION OF JODEY LAWRENCE IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
8. **DECLARATION OF JAVIER LOPEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
9. **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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.	*Attorneys for Defendant CH Robinson Company, Inc.* Jack.sholkoff@ogletree.com Carmen.aguado@ogletree.com

400 South Hope Street, Suite 1200 Los Angeles, California 90071	marilyn.moretti@ogletreedeakins.com

__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 30, 2026, at Los Angeles, California.

Erika Mejia