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Attorneys for Plaintiff and the Class

**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

**DECLARATION OF MAX W. GAVRON 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

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I, Max W. Gavron, declare as follows:

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

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

3. My qualifications are as follows: I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013, magna cum laude. I was in the top 5% of my class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern Law Review. I also received awards for achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at the United States District Court for the Central District of California. Immediately after law school, I taught several courses at Southwestern, including Legal Analysis and Legal Methods. I taught those courses for approximately four years.

4. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately
ber 2013, through January 2016. I was third-chair in a federal court jury trial that resulted

1 in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute.
2 I also regularly litigated cases across the civil litigation spectrum, including employment matters.

3 5. From February 2016, through Fall 2017, I practiced at the international law firm
4 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50
5 companies in Multi-District Litigation primarily in the product liability sphere. I also
6 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary
7 judgment decision regarding trade secret issues, in addition to working in several other practice
8 groups. *See Experian Info. Solutions v. Nationwide Marketing Servs. Inc.*, 893 F.3d 1176 (9th
9 Cir. 2018).

10 6. From September 2017, through September 2018, I served as a law clerk to a
11 Judge sitting on the United States District Court, Central District of California. I regularly
12 prepared bench memoranda, on cases involving all types of civil litigation, including regularly
13 working on wage and hour class actions.

14 7. I am currently a lawyer at the law firm Diversity Law Group, P.C., an
15 employment law firm that has handled numerous wage and hour class and individual actions, on
16 both plaintiff and defense sides. My current practice focuses on employment matters involving
17 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior
18 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the
19 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
20 currently handling and have handled, numerous wage and hour class action lawsuits with the
21 firm, including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-
22 001906, Stanislaus County Superior Court); *Cunningham, et al. v. Diverse Business Solutions*
23 *LLC* (Case No. 16CV300475, United States District Court, Northern District of California);
24 *Parsons v. Estenson Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior
25 Court); and *Coronel v. Pinnacle Agriculture* (Case No. 18CV004287, Monterey County Superior
26 Court); *Johnson v. Foot Locker Retail, Inc.* (Case No. 3:21-cv-02040-WHO, United States
27 District Court for the Northern District of California).

28 8. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of

1 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28,
2 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our
3 clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

4 9. I have also assisted the firm in numerous wage and hour class action mediations.

5 10. My co-counsel and I will adequately represent the Class Members in this action.
6 Class Counsel has and will zealously represent Plaintiff and the Class and pursue this lawsuit to
7 its conclusion. I have no actual or perceived conflicts with the class.

8 11. Funds from any checks that have not been cashed within 180 days of issuance do
9 not revert and shall be paid to the designated *cy pres* recipient: Legal Aid at Work. I do not have
10 a business relationship or financial interest in this organization

11 I declare under penalty of perjury under the laws of the State of California and the United
12 States that the foregoing is true and correct.

13 Executed on this 27th day of March, 2026, at Los Angeles, California.

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