

THE MARKHAM LAW FIRM

David R. Markham (SBN 71814)

dmarkham@markham-law.com

Lisa R. Brevard (SBN 323391)

lbrevard@markham-law.com

888 Prospect Street, Suite 200

La Jolla, CA 92037

Telephone: (619) 399-3995/Facsimile: (619) 615-2067

COHELAN KHOURY & KHOURY

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Maggie K. Realin (SBN 263639)

mrealin@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

UNITED EMPLOYEES LAW GROUP

Walter L. Haines (SBN 71075)

whaines@uelglaw.com

8605 Santa Monica Blvd., #63354

West Hollywood, CA 90069

Telephone: (562) 256-1047/Facsimile: (562) 256-1006

Attorneys for Plaintiffs Bernal and Noel

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

PHILLIP BERNAL, an individual, and
TRUHILL NOEL, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

EXPRESS MESSENGER SERVICES, INC.,
dba ONTRAC, a Minnesota corporation; and
DOES 1 through 10, inclusive,

Defendants.

KHYELL MARTIN, individually, and on
behalf of all other aggrieved employees,

Plaintiff,

Case No. CIVSB2319614

CLASS ACTION

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Joseph Ortiz
Department S-17

**DECLARATION OF HAIG B. KAZANDJIAN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION/PAGA SETTLEMENT**

Date: January 6, 2026

Time: 1:30 p.m.

Dept. S-17

1 v.

2 ONTRAC LOGISTICS, INC., a Delaware
3 Stock Corporation, and DOES 1 through 50,
inclusive,

4 Defendants.

5

DAMIEN MCNORTON, on behalf of the
6 State of California, and others similarly
situated and aggrieved,

7 Plaintiff,

8 v.

9 ONTRAC LOGISTICS, INC., a Delaware
10 Corporation; and DOES 1-100, inclusive,

11 Defendants.

12

GILBERT ESTRADA, individually and on
13 behalf of others similarly situated,

14 Plaintiff,

15 v.

16 ONTRAC LOGISTICS, INC.; and DOES 1
through 20 inclusive,

17 Defendants.

18

WADDIE EARNEST, individually, and on
19 behalf of other aggrieved employees
pursuant to the California Private Attorneys
20 General Act;

21 Plaintiff,

22 v.

23 ONTRAC LOGISTICS, INC., a Delaware
24 corporation; and DOES 1 through 100,
inclusive,

25 Defendants.

26

CARMEN HERNANDEZ and WENDY
27 QUINTERO, individually, and on behalf
of other members of the general public
28 similarly situated;

1 erobles@aegislawfirm.com

2 9811 Irvine Center Drive, Suite 100

3 Irvine, California 92618

4 Telephone: (949) 379-6250 / Facsimile: (949) 379-6251

5 Attorneys for Plaintiff Gilbert Estrada

6 **LAWYERS for JUSTICE, PC**

7 Arby Aiwarzian (SBN 269827)

8 aa@calliustice.com

9 Joanna Ghosh (SBN 272479)

10 joanna@calljustice.com

11 410 West Arden Avenue, Suite 203

12 Glendale, California 91203

13 Telephone: (818) 265-1020 / Facsimile: (818) 265-1021

14 Attorneys for Plaintiff Waddie Earnest

15 **WILSHIRE LAW FIRM**

16 Molly DeSario (SBN 230763)

17 molly.desario@wilshirelawfirm.com

18 James Yoo (SBN 310680)

19 james.yoo@wilshirelawfirm.com

20 3055 Wilshire Blvd., 12th Floor

21 Los Angeles, California 90010

22 Telephone: (213) 381-9988 / Facsimile: (213) 381-9989

23 Attorneys for Plaintiffs Carmen Hernandez and Wendy Quintero

1 **DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF PLAINTIFFS' MOTION**
2 **FOR APPROVAL OF CLASS ACTION/PAGA SETTLEMENT**

3 I, Haig B. Kazandjian, declare:

4 1. I am an attorney licensed to practice before all courts of the State of California. I
5 am counsel for the Class Action/PAGA Plaintiff herein and have personal knowledge of the facts
6 thereto. If called as a witness, I could and would competently testify herein.

7 **Qualifications of Class/PAGA Counsel**

8 2. I received my J.D. from Southwestern Law School in 2011.

9 3. In December 2011, I was admitted to the California Bar. In January 2012, I founded
10 the Law Offices of Haig B. Kazandjian. In 2017, I founded Haig B. Kazandjian Lawyers APC,
11 where I have been the principal and managing attorney. My law practice focuses on complex cases
12 involving labor and employment, as well as mass tort claims. Currently, I am the attorney of record
13 in numerous employment-related wage and hour putative class actions and PAGA representative
14 actions.

15 4. I am well-experienced in wage-and-hour class action litigation as well as PAGA
16 litigation. As PAGA counsel, I have been granted final approval of many wage-and-hour class
17 actions and PAGA representative action. I have acted as lead counsel on the following class and
18 PAGA cases which gained final approval by the Court: (1) Kalbaklian et al. v. PSI Services LLC
19 (BC637011 - Judge Freeman); (2) Hackett et al. v. Hotei Marketing (BC639589 - Judge
20 Palazuelos); (3) Shamiryan et al. v. Codemetro (BC683326 - Judge Buckley) (4) Gutierrez et al.
21 v. Foremost Foods Corp. (BC706453 - Judge Mooney); (5) Salinas et al. v. True World Foods
22 Los Angeles (18STCV01288 - Judge Nelson); (6) Estrada v. TT Fremont Holding, Inc.
23 (19CHCV00193 - Judge Sandvig); (7) Visket v. LA Solar Group Inc (LS030122 - Judge Cotton);
24 (8) Nicholas v. Rockstar Beverage Corp. (19STCV18234 - Judge Court); (9) Glassel v.
25 Toscanova (20VECV00755 - Judge Keeny); (10) Beltran v. Vista Del Mar Child and Family
26 Services (20SMCV01926 - Judge Karlan); (11) Arceo v. Volcano Grill, Inc. (19BBCV00473 -
27 Judge Kralik); (12) Gonzalez-Arellano v. Starchild Interventions (21STCV10947); (13) Ba v.
28 Advantage Gold LLC (20SMCV01687 - Judge Epstein); (14) Godinez v. The Natures Bounty

1 Co. (20CHCV00263 - Judge Sandvig; (15) Martinez v. Alfred Club, LLC (19STCV44314 - Judge
2 Jones); (16) Cam Luu, et al. v. PMI Management, LLC (21STCV11962) - Judge Leis); (17)
3 Alexandre Passos, et al. v. Beaumont Management Co. Inc., et al. (20VECV00962 - Judge
4 Fahey); (18) Gerardo Linares, et al. v. Adept Fasteners, Inc. (21CHCV00181- Judge Pfahler);
5 (19) Lisa Clark, et al. v. Allstate Investment Group, Inc. (21SMCV00632 - Judge Zukin); (20)
6 Mariam Davtyan, et al. v. IN2VISION Programs, LLC (21NWCV00175- Judge Bernal); (21)
7 Erik Lopez, et al. v. The Switch Enterprises, LLC (21BBCV00710 - Judge Hofer); (22) Arin
8 Shipley, et al. Robsag Inc., et al. (20GDCV00578 - Judge Leis) (23) Aivazian v. Lakeside
9 Medical Group (BC701224 -Judge Nelson); (24) Gragoosian v. Volt Management Corporation
10 (20STCV28854 - Judge Fruin); (25) Ramirez v. Melrose Gardens LA, LLC (21STCV05842 -
11 Judge Tamzarian); (26) Gutierrez v Buca, Inc. (19BBCV01008 - Judge Kralik); (27) Gonzalez
12 v. 4 Over, LLC, et al. (18STCV01287 – Judge Riff).; (28) Smith v. Velocity Aerospace Group,
13 Inc. (20STCV03159 Judge Palazuelos); and (29) Landeros v. Gardner Management, Ltd.
14 (20STCV03151 Judge Palazuelos); (30) Bustamante v. Calwest Refrigeration, Inc.
15 (CIVSB2119755 Judge Cohn); (31) Baez v. Centinela Skilled Nursing & Wellness Centre, East,
16 LLC (21TRCV00270 Judge Tanaka); (32) Hill v. Prime Healthcare Centinela, LLC
17 (20TRCV00071 - Judge Tanaka); (33) Kim v. Hi-Temp Metals, Inc. (21CHCV00176 Judge
18 Pfahler).; (34) Passos v. Beaumont Management Co., Inc. (20VECV00962 - Judge Fahey); (35)
19 Traub v. Roll Up Doors, Inc. (21PSCV00705 – Judge Falls); (36) Rhyoo v. Loan Depot
20 (VECV01419 - Judge Cotton); (37) Keraachi v. Net2Source Inc (21GDCV01171 - Judge Hofer);
21 (38) Scarpati v. Consejosano, Inc. (22BBCV00003 - Judge Kralik); (39) Chenault v. Los Angeles
22 Collective, LLC (21STCV43550 Judge Meiers); (40) Mosley v. Tender Home Health ((21CHCV00773 Judge Sandvig); (41) Cummings v. A Community of Friends (21STCV09262 -
23 Judge Landin); (42) Davtyan v. In2Vision Programs, Inc. (21NWCV00175 - Judge Bernal); (43)
24 Garcia v. Alyn Industries, Inc. (21VECV00671 – Judge Watkins); (44) Borillo v. S&F
25 Management Company, Inc. (21SMCV01370 Judge Mandel); (45) Panosian v. 5905 AHK, LLC
26 (21VECV00401 Judge Salkin); (46) Medina v. Caden (19VECV00781 Judge Virginia Keeny);
27 (47) Lopez-Casillas v. PHC Service Co. (21STCV08874 Judge Stephen I. Goorvitch); (48) Banks
28

1 v. Carter Saco Logistics (21CHCV00399 Judge Stephen P. Phahler); (49) Gamil v. 444-448 W.
2 Windsor, LLC, (22GDCV00100 - Judge David A. Rosen); (50) Mota v. Mt. Olive,
3 (22PSCV00154- Judge Sirna Savatore); (51) Reed v. Williams-Sonoma Stores, Inc. (CGC- 22-
4 598118- Judge Ulmer); (52) Ruvalcaba v. Amphenol Corp., (22NWCV00167, Judge Tsao); (53)
5 Sanchez v. Volt Management, (22TRCV00125, Judge Tanaka); (54) Mkhitarian v. Bank of the
6 West, (BC691989 – Judge Freeman); (55) Davis v. Greenbox Loans, Inc. (23STCV03314, Judge
7 Fruin); (56) Vigne v. Payboxt LLC, (23VECV02108, Judge Cotton); (57) Luu v. JV Property
8 Management & Brokerage, Inc., (22CHCV00766, Judge Sandvig); (58) Zuniga v. Norman
9 Krieger Inc., (23LBCV00094, Judge Kim); (59) Ortiz v. Ashley Furniture,
10 (CIVDS2012912/CIVDS2012912, Judge Morgan); (60) Gonzalez v. Costco Wholesale.,
11 (22AHCV00255, Judge Moses); (61) Navarrete v. Sunline Transit, (CVRI2103875, Judge Hopp);
12 (62) Murphy v. Fusion Learning (2:21-cv-06732-JAK-AS, Judge Kronstadt); (63) Ratliff v.
13 Wayfinder Family Services (23STCV15669, Judge Takasugi); (64) King v. RADC Enterprises,
14 Inc. (CIVSB2221711, Judge Ortiz); (65) Villegas v. Medical Solutions, LLC (CIVSB2307691,
15 Judge Ortiz); (66) Chandra v. Le Zinc Bar;(22STCV09367, Judge Kuhl); (67) McGuirre v. Fight
16 Club New York LLC; (23STCV27019, Judge Lu) (68) Sosa v. Elwood Staffing Services;
17 (23TRCV01299, Judge Frank) (69) Luu v. PMI Management LLC; (21STCV11962, Judge
18 Meiers) (70) Rico v. IWH: Worley Group Inc.; (22AHCV00040, Judge Crowfoot); (71) Vasquez
19 v. New School; (21STCV13381, Judge Dillon); (72) Galvan v. Cerida (21CV384527 - Judge
20 Zayner); (73) Castilleja v. Grill Concept Services, Inc. DBA Public School 818 (BK Case No.
21 1:21-bk-10759 - Judge Barash); (74) De Leon v. 225 N. Evergreen st., Inc; (24STCV16343,
22 Judge Killefer); (75) Ortega v. Schamber Electric & Sons, Inc; (CVRI2304524, Judge Hopp);
23 (76) Davis v. Velocity Commercial Capital, LLC (24VECV03347, Judge Amerian); (77) Hall v.
24 The Carpenter Group; (23CV012190, Judge Talley); (78) Martin v. Apartment Management
25 Consultants; (21VECV00527, Judge Watkins); (79) Mercado v. Envision Motors Holdings, Et
26 al.; (23PSCV02903, Judge Hernandez-Stern); (80) Rosales v. Andry Specialty Vehicles;
27 (24LBCV01332, Judge Heeseman); (81) Williams v. Malibu Management Services
28 (19STCV23520, Judge Rice) (82) Statland v. Global Merchandising Inc., A Delaware

1 Corporation (23STCV10728 , Judge Richardson) (83) Williams v. BDS National Retail
2 Solutions, LLC; (30-2020-01175950-CU-OE-CJC , Judge Melzer) (84) Oliva v. JPY Enterprises,
3 Inc. (23STCV10637, Judge Broadbelt); (84) Poston v. Austin Building and Design Inc.,
4 (22AVCV00056, Judge Kelley); (85) Guglielmi v. Roxbury Clinic and Surgery Center, LLC
5 (23SMCV05534, Judge Moreton); (86) Hall v. The Carpenter Group (23CV012190, Judge
6 Talley); (87) Nora Ridge and Leticia Velazquez v. SimonMed Imaging, et al. (23SMCV04110,
7 Judge Young); (88) Roberts v. Sand Investments, Inc., et al. (23STCV09212, Judge Beaudet);
8 (89) Mora v All in the Family, et al. (22PSCV00933, Judge Gridiron Winston); and (90) Taylor
9 v CBRE, et al. (23STCV27888, Judge Lipner); (91) Lopez v Rogar (ECU002490, Judge Jeffrey
10 B. Jones); 92. Roberts v Sands Investments (23STCV09212 Judge Teresa A, Beaudet); 93.
11 Ghaffari v Behavioral Health (23CHCV00098 Judge William F. Highberger); 94. Dillard v
12 Homesite (CIVSB2418616 Judge David E. Driscoll); and 95. Biddle v Sherwin Williams
13 (22STCV33983 Judge Kevin C. Brazile) .

14 5. On January 31, 2023, my office on behalf of Plaintiff Khyell Martin submitted a
15 PAGA Notice against OnTrac Logistics, Inc., (“OnTrac” or “Defendants”). On April 7, 2023,
16 Plaintiff Khyell Martin filed a PAGA lawsuit in Los Angeles Superior Court, Case No.
17 23STCV07710, on behalf of himself and all other Aggrieved Employees who were or are
18 employed by OnTrac in the State of California at any time during the period from January 31,
19 2022 to the date of judgment in this action (“*Martin Action*”). In the *Martin Action*, on July 3,
20 2023, Plaintiff agreed to submit his individual claims to arbitration, and is currently pending in
21 AAA, Case No. 01-23-0004-3157. Plaintiff’s representative claims are stayed in their entirety.

22 6. The *Martin Action*, a PAGA-only action, was filed on April 7, 2023 in Los
23 Angeles Superior Court, Case No. 23STCV07710. Plaintiff worked as a Lead Sorter and alleged
24 that as a result of OnTrac’s understaffing, inadequate coverage, and/or unreasonably high
25 workload and expectations, he was regularly required to work off-the-clock and/or during meal
26 and/or rest periods. Plaintiff also alleged derivative wage statement and waiting time penalty
27 claims.

28 7. Over the course of this Action, my office conducted a thorough investigation into,

1 and evaluation of, the merits of the potential claims and defenses in the *Martin Action*. My office
2 focused our investigation and legal research on the underlying merits of Aggrieved Employees’
3 claims, the damages to which they were entitled, and the propriety of class certification.

4 8. The settlement in this matter was reached in conjunction with the cases entitled
5 *Bernal, et al. v. Express Messenger Systems, Inc., dba OnTrac, et al.* (“*Bernal Matter*”), San
6 Bernardino Superior Court Case No. CIVSB2319614; *Mcnorton v. OnTrac Logistics, Inc.*,
7 (“*Mcnorton Matter*”), San Francisco Superior Court Case No. CGC23607925; *Estrada v. OnTrac*
8 *Logistics, Inc.*, (“*Estrada Matter*”), San Bernardino Superior Court, Case No. CIVSB2400407;
9 *Earnest v. OnTrac Logistics, Inc.*, (“*Earnest Matter*”), San Joaquin Superior Court, Case No.
10 STK-CV-UOE-2024-0000460; *Hernandez, et al. v. OnTrac Logistics, Inc.*, (“*Hernandez Matter*”),
11 Los Angeles Superior Court, Case No. 24STCV20860.

12 9. The *Bernal Matter*, *Mcnorton Matter*, *Estrada Matter*, *Earnest Matter*, and
13 *Hernandez Matter* consist of a wage-hour class and PAGA lawsuits alleging wage-hour class and
14 PAGA claims. The gross settlement amount as reflected in the Settlement Agreement is
15 \$4,500,000.00 which includes payment to putative class members and other aggrieved employees.

16 10. I have determined that the terms set forth in this Settlement Agreement are fair,
17 adequate and reasonable, and in the best interests of the Aggrieved Employees. Having carefully
18 weighed all these considerations, at the time the Settlement was reached, I became satisfied that
19 the proposed Settlement was in the best interests of the Class Members and Aggrieved Employees.
20 Further, the proposed settlement did not involve the presence of a governmental participant.

21 11. The ongoing work in litigating the claims in this case has been extensive, and
22 ultimately successful, in achieving a substantial settlement resolution.

23 12. I will continue to work on this case for several more months at a minimum. As
24 Settlement Class/PAGA Counsel, along with co-counsels, I anticipate spending significant time on
25 this case attending the Final Approval hearing, and answering Class Members and Aggrieved
26 Employees’ questions, communicating with the Settlement Administrator, and communicating
27 with Defendant as necessary regarding any settlement administration issues that may arise.

28 **Risk of Representation and Resources Expended**

1 13. This matter has required my firm to expend substantial time that could have been
2 spent on other fee-generating matters. We took this matter on a pure contingency basis, expending
3 this effort without any guarantee of recovery. At various times, the litigation has consumed a
4 significant percentage of my time, my attorney colleagues' time, and my staff's time.

5 14. My firm undertook representation of Plaintiff Martin and other allegedly aggrieved
6 employees and putative class members in this action without any assurance of payment for its
7 services, litigating the case on a wholly contingent basis in the face of significant risk. PAGA/class
8 cases of this type are, by their very nature, complicated and time-consuming. Any lawyer
9 undertaking representation of large numbers of affected employees in these actions inevitably must
10 be prepared to make a tremendous investment of time, energy, and resources. Sometimes these
11 cases result in a recovery for the aggrieved employees, and sometimes they do not, in which case
12 we are paid nothing for our time and costs incurred.

13 **The Costs Invested by Haig B. Kazandjian Lawyers**

14 15. Haig B. Kazandjian Lawyers, APC maintains all records regarding litigation
15 expenses incurred on each case. I have reviewed the records of litigation expenses incurred in this
16 matter. According to our records, our firm has incurred at least \$1,637.22 in costs as of the filing
17 of this declaration. This amount includes costs attributable to telephonic conferences, copies, and
18 expenses associated with the preparation, research, and filing of the papers in this matter. Haig B.
19 Kazandjian Lawyers, APC has not received any reimbursement for any of the monies expended to
20 cover costs incurred in this matter.

21 **Enhancement Payment**

22 16. In exchange for a general release, the release of all their individual claims in the
23 lawsuit, and for their time, effort and risk in bringing and prosecuting this matter, the Parties have
24 agreed to pay Enhancement Payments of \$10,000.00 per person to Plaintiffs Khyell Martin, Phillip
25 Bernal, Truhill Noel, Damien McNorton, Gilbert Estrada, and Waddie Earnest and \$7,500.00 per
26 person to Plaintiffs Carmen Hernandez and Wendy Quintero.

1 17. The requested Enhancement Payments are fair and appropriate considering the
2 substantial amount of time the named Plaintiffs spent in prosecution of this case and the substantial
3 reputational risk they took on in bringing the claims.

4 18. The Enhancement Payments are also proportional compared to the total recovery
5 in this case. The requested Enhancement Payments are well within the range of reasonableness,
6 particularly in light of the fact that the Settlement Class/PAGA Representatives have agreed to
7 sign general releases, whereas each Settlement Class Member and Aggrieved Employee will only
8 be releasing specific wage and hour claims.

9 19. The Settlement Class/PAGA Representatives, simply by having their name listed
10 as the named Plaintiffs on court documents that are widely available on the internet, have
11 undertaken significant risks and notoriety in bringing these cases. To date, the named Plaintiffs
12 have not received any personal benefit as a result of their efforts in this Litigation.

13 20. I have personal knowledge regarding the participation of Martin in this action, and
14 I believe that the requested Enhancement Payment to Martin is fair and appropriate. Martin spent
15 a substantial amount of time and effort to produce relevant information, documents, and past
16 employment records, and gathering and providing the facts and evidence necessary to prove the
17 allegations. Plaintiff was available whenever Plaintiff's counsel needed him and actively tried to
18 obtain information that would benefit the Aggrieved Employees.

19 21. Accordingly, it is appropriate and just for Plaintiff Martin to receive an
20 Enhancement Payment in the amount set forth above, in addition to his Individual Settlement
21 Payment, for his services provided, and risks undertaken on behalf of all Settlement Class and
22 Aggrieved Employees. I am informed and believe that the Settlement Payment to Plaintiffs Phillip
23 Bernal, Truhill Noel, Damien McNorton, Gilbert Estrada, Waddie Earnest, Carmen Hernandez and
24 Wendy Quintero are likewise fair and appropriate, and a proper reflection of the efforts by
25 Plaintiffs in connection with the matter.

26 I declare under the penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct.
28

Executed this 3rd day of December 2025 at Glendale, California



Haig B. Kazandjian