

1 **THE MARKHAM LAW FIRM**

2 David R. Markham (SBN 071814)

3 dmarkham@markham-law.com

4 Lisa Brevard (SBN 323391)

5 lbrevard@markham-law.com

6 888 Prospect Street, Suite 200

7 La Jolla, CA 92037

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

9 Attorneys for Plaintiffs PHILLIP BERNAL and TRUHILL NOEL, on behalf of themselves
10 and all others similarly situated

11 *[Additional Counsel listed on following page]*

12 **SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF SAN BERNARDINO**

14 PHILLIP BERNAL, TRUHILL NOEL,
15 KHYELL MARTIN, DAMIEN
16 MCNORTON, WADDIE EARNEST,
17 GILBERT ESTRADA, CARMEN
18 HERNANDEZ, and WENDY QUINTERO,
19 individually, on behalf of themselves and all
20 others similarly situated,

21 Plaintiffs,

22 v.

23 EXPRESS MESSENGER SYSTEMS, INC.,
24 dba ONTRAC, a Minnesota Corporation,
25 ONTRAC LOGISTICS, INC., a Delaware
26 Corporation, and DOES 2-10, Inclusive,

27 Defendants.

Case No. CIVSB2319614

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Joseph Ortiz
Department S-17

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF TYLER J. WOODS IN
SUPPORT OF PLAINTIFFS' [UNOPPOSED]
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: January 6, 2026

Time: 1:30 p.m.

Dept. S-17

Complaint filed: August 15, 2023

Trial date: Not set

UNITED EMPLOYEES LAW GROUP

Walter Haines (SBN 071075)

walter@uelglaw.com

8605 Santa Monica Blvd., #63354

West Hollywood, CA 90069

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

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@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

Attorneys for Plaintiffs PHILLIP BERNAL and TRUHILL NOEL

HAIG B. KAZANDJIAN LAWYERS, APC

Haig B. Kazandjian (SBN 278622)

haig@hbklawyers.com

Cathy Gonzalez (SBN 310625)

cathy@hbklawyers.com

Melissa Robinson (SBN 336951)

melissa@hbklawyers.com

Christina N. Mirzaie (SBN 333274)

christina@hbklawyers.com

801 North Brand Boulevard, Suite 970

Glendale, CA 91203

Telephone: (818) 696-2306/Facsimile: (818) 696-2307

Attorneys for Plaintiff KHYELL MARTIN

CROSNER LEGAL, PC

Zachary M. Crosner (SBN 272295)

zach@crosnerlegal.com

Chad A. Saunders (SBN 257810)

chad@crosnerlegal.com

9440 Santa Monica Blvd. Suite 301

Beverly Hills, CA 90210

Telephone: (866) 276-7637/Facsimile: (310) 510-6429

Attorneys for Plaintiff DAMIEN MCNORTON

AEGIS LAW FIRM, PC

Kashif Haque (SBN 218672)

khaque@aegislawfirm.com

Jessica L. Campbell (SBN 280626)

jcampbell@aegislawfirm.com

Samuel A. Wong (SBN 217104)

swong@aegislawfirm.com

9811 Irvine Center Drive, Suite 100

Irvine, CA 92618

Telephone: (949) 379-6250 2024/Facsimile: (949) 379-6251

Attorneys for Plaintiff GILBERT ESTRADA

LAWYERS *for* JUSTICE, PC

Arby Aiwazian (SBN 269827)

aa@calliustice.com

Joanna Ghosh (SBN 272479)

joanna@calljustice.com

Yasmin Hosseini (SBN 326399)

yasmin@calljustice.com

450 N. Brand Blvd., Suite 900

Glendale, CA 91203

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

Attorneys for Plaintiff WADDIE EARNEST

WILSHIRE LAW FIRM, PLC

Tyler Woods (SBN 232464)

tyler.woods@wilshirelawfirm.com

James Yoo (SBN 310680)

james.yoo@wilshirelaw.com

Alan Wilcox (SBN 287476)

alan.wilcox@wilshirelawfirm.com

660 S. Figueroa Street, Sky Lobby

Los Angeles, CA 90017

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

Attorneys for Plaintiff WENDY QUINTERO AND CARMEN HERNANDEZ

DECLARATION OF TYLER J. WOODS

I, Tyler J. Woods, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs Wendy Quintero and Carmen Hernandez (“Plaintiffs”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs’ [Unopposed] Motion for Preliminary Approval of Class and Representative Action Settlement.

CASE BACKGROUND

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members worked in California as hourly-paid or non-exempt employees for Defendant OnTrac Logistics, Inc. (“Defendant,” and together with Plaintiffs, the “Parties”) during the class period. Defendant advertises itself as the “last-mile e-commerce delivery service” that is “1.9 days faster than national carriers” and has “98%+ on-time delivery performance.” Warehouse employees are responsible for unloading trucks and sorting packages by the delivery zip code.

3. On August 16, 2024, Plaintiffs Hernandez and Quintero filed a Class Action complaint a year after the first-filed *Bernal*, and is pending in Los Angeles Superior Court, Case No. 24STCV20860. Plaintiffs allege claims for unpaid wages, including overtime, failure to provide meal and rest breaks and reimburse business expenses, failure to produce requested employment records, as well as derivative claims. Plaintiffs sent a notice to Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA on August 5, 2024. On December 12, 2024, Plaintiffs Hernandez and Quintero filed First Amended Complaint against Defendant adding a claim for civil penalties under PAGA.

///

///

DISCOVERY, INVESTIGATION, AND SETTLEMENT

4. Following the filing of the initial complaint, the Parties exchanged documents and information before mediating this action. Defendant produced a sample of time and pay records for class members. Defendant also provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses.

5. After reviewing documents regarding Defendant's wage and hour policies and practices and analyzing Defendant's timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a damage analysis prior to mediation. This extensive investigation and discovery allowed Class Counsel to act intelligently and effectively in negotiating the Settlement.

SETTLEMENT NEGOTIATIONS

6. On March 25, 2025, the Parties participated in private mediation with experienced class action mediator Kevin Barnes, Esq. The mediation was conducted via Zoom. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

7. Following the mediation session, Mr. Barnes issued a Mediator's proposal, which the parties accepted, reaching the settlement in principle. After additional weeks of arms' length negotiations, the Parties finalized the terms of the settlement in a Memorandum of Understanding, which was fully executed on September 5, 2025.

8. The Parties requested several bids from experienced class action settlement administrators to handle the responsibilities of the Settlement Administrator under this Settlement. The Parties accepted the bid of ILYM Group, Inc. (“ILYM”). ILYM has multiple

1 years of experience in the field of Class Action Administration, particularly in the wage and hour
2 arena. In its bid, ILYM agreed to cap its costs at \$89,650 for 26,437 class members.

3 9. Plaintiffs do not have any interest, financial or otherwise, in the proposed third-
4 party administrator, ILYM.

5 10. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
6 employed at the law firm) has any interest, financial or otherwise, in the proposed third-party
7 administrator, ILYM.

8 11. Wilshire Law Firm, PLC has a fee-splitting agreement with the other counsel in
9 this case.

10 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

11 12. Class Counsel has conducted a thorough investigation into the facts of this case.
12 Based on the foregoing discovery and their own independent investigation and evaluation, Class
13 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
14 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
15 of significant delay, the defenses that could be asserted by Defendant both to certification and on
16 the merits, trial risk, and appellate risk.

17 13. Based on an analysis of the facts and legal contentions in this case, documents and
18 information from Defendant, Wilshire Law Firm evaluated Defendant's maximum exposure. We
19 took into account the risk of not having the claims certified and the risk of not prevailing at trial,
20 even if the claims are certified. After using the data Defendant provided, including class member
21 timekeeping and payroll records, as well as class member demographics (i.e., the number of class
22 members, workweeks, and average total compensation of the class), with the assistance of a
23 statistics expert, Counsel created a damages model to evaluate the realistic range of potential
24 recovery for the class.

25 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

26 14. The settlement provides for attorneys' fees and costs to Class Counsel in an
27 amount up to 35% of the Gross Settlement Amount, for a maximum fees award of \$1,575,000.00,
28 plus reasonable litigation expenses of up to \$55,000.00.

1 15. I am informed and believe that the fee and costs provision is reasonable. The fee
2 percentage requested is less than that charged by my office for most employment cases. My
3 office invested significant time and resources into the case, with payment deferred to the end of
4 the case, and then, of course, contingent on the outcome.

5 16. It is further estimated that my office will need to expend at least another 15 to 25
6 hours to monitor the process leading up to the final approval and payments made to the class. My
7 office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

8 17. The risk to my office has been very significant, particularly if we would not be
9 successful in pursuing this class action. In that case, we would have been left with no
10 compensation for all the time taken in litigating this case. Indeed, Wilshire Law Firm has taken
11 on a number of class action cases that have resulted in thousands of attorney hours being
12 expended and ultimately having certification denied or the defendant company going bankrupt.
13 The contingent risk in these types of cases is very real and they do occur regularly. Furthermore,
14 we were precluded from focusing on, or taking on, other cases which could have resulted in a
15 larger, and less risky, monetary gain.

16 18. Because most individuals cannot afford to pay for representation in litigation on an
17 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
18 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
19 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is
20 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
21 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
22 end of our representation, all we are to receive is our regular hourly rate for services. It is
23 essential that we recover more than our regular hourly rate when we win if we are to remain in
24 practice so as to be able to continue representing other individuals in civil rights employment
25 disputes.

26 PLAINTIFFS' COUNSEL'S EXPERIENCE AND QUALIFICATIONS

27 19. I am a senior partner at Wilshire Law Firm, PLC and I graduated from the
28 University of California, Davis in 1999 with a Bachelor of Arts degree in Communications with

1 minors in Spanish and Psychology. I received by Juris Doctor from USC Gould School of Law in
2 2004.

3 20. Upon graduating from law school in 2004, I worked for international firm
4 McDermott Will & Emery LLP practicing general litigation which included employment law
5 matters. Since 2010, and exclusively since 2013, my practice has focused on labor and
6 employment matters including handling wage and hour class, collective, and representative
7 actions (including the California Private Attorneys general Act or “PAGA”), including at the law
8 firms of McDermott Will & Emery LLP (where I was a partner), Pacific Trial Attorneys (where I
9 was a partner), and labor and employment powerhouse Fisher Phillips (where I was a partner and
10 head of Fisher Phillips Class Action Practice Group). During my time at these law firms, I was the
11 lead trial counsel or took a major leading role in defending employers on numerous wage and
12 hour class, collective, and representative actions. Under my leadership as lead counsel during my
13 tenure as defense counsel I successfully defeated class certification of a potential 10,000 plus
14 class as lead counsel on behalf of a nationwide quick service restaurant during my time as defense
15 counsel and negotiated several wage and hour class actions that were subsequently approved by
16 the Courts.

17 21. In late March 2024, I left Fisher Phillips and joined my current firm, WLF, to
18 represent plaintiff employees. I have been and am handling many wage and hour class and
19 representative actions litigating such matters on behalf of plaintiff employees in numerous
20 Superior Courts. From matters representing both plaintiff and defendants, I have successfully
21 mediated the resolution of many wage and hour class, collective, and representative actions.

22 22. In July 2025, I obtained a jury verdict in excess of \$6,000,000 in a wage and hour
23 case in Los Angeles Superior Court against Javier’s Cantina & Grill (Los Angeles Superior Court
24 Case No. 19STCV36438).

25 23. I have received numerous awards for my legal work. For example, from 2009-
26 2011 and 2014, I was listed as a Rising Star in Los Angeles Super Lawyers (Thomas Reuters). I
27 have also served on numerous prominent boards and in other leadership positions, including
28

1 currently serving on the board of the Orange County Chapter of the California Restaurants
2 Association.

3 24. I have also presented monthly webinars on labor and employment issues to
4 hundreds of participants since 2022, including on wage and hour issues. For example, I presented
5 “10 Reasons Employers Get Sued (and How to Avoid These Mistakes” (while a partner with
6 Fisher Phillips) and “Key Insights for Hospitality Employers: Arbitration Agreements 101”
7 (while a partner with Fisher Phillips).

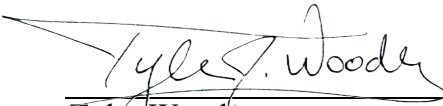
8 25. Alan Wilcox is a Senior Attorney at Wilshire Law Firm. He graduated from the
9 University of California, Berkeley in 2007, and graduated from Pepperdine University’s School
10 of Law and became a member of the California State Bar in 2012. Throughout his career, Alan
11 has represented clients in both state and federal Courts in a wide variety of matters, including
12 contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and
13 employment matters. From 2014 to the present, he has exclusively practiced complex civil
14 litigation representing plaintiff employees in employment matters. He has handled both
15 individual wrongful discharge and collective wage and hour actions, with the class action and
16 PAGA matters including Flores v. Aqua Terra Culinary, Inc., Monterey Superior Court Case No.
17 17CV002672, Garcia v. Construction Innovations Group, LLC, Sacramento Superior Court Case
18 No. 34-2020-00285239, Kim v. Sheraton Operating Corp., Central District of California Case No.
19 2:17-cv-09247-FMO-E, Pease v. Wattrans, Inc., San Bernardino Superior Court Case No.
20 CIVDS1919832, and Lachman v. Berlitz Languages, Inc., Los Angeles Superior Court Case No.
21 19STCV01533, among others.

22 26. James Yoo is a Senior Attorney at Wilshire Law Firm. He graduated from the
23 University of California, Los Angeles with a Bachelor of Arts in Philosophy and earned his Juris
24 Doctor degree from UCLA School of Law. He was admitted to practice law in the State of
25 California in 2016. Before joining Wilshire Law Firm, he served as head of the Wage and Hour
26 Department at Warmuth Law, where he gained extensive experience managing wage and hour
27 matters and negotiating settlements on behalf of employees. As a Senior Attorney at Wilshire
28 Law Firm, he leads and manages multiple complex wage and hour class and representative

1 actions under the California Private Attorneys General Act (“PAGA”). He is currently overseeing
2 more than one hundred active class action and PAGA representative matters pending in courts
3 throughout the State of California.

4 27. Molly Desario is a former Partner at my office. She graduated cum laude from the
5 Carl H. Lindner School of Business at the University of Cincinnati in 1999 and received her Juris
6 Doctor from Northeastern University School of Law in 2003. Ms. DeSario has over 19 years of
7 experience in litigating class action and mass litigation and has spent 16 years prosecuting class
8 and PAGA actions at well-known plaintiff-side wage and hour firms in California. As a Partner,
9 Ms. DeSario oversaw the prosecution of hundreds of representative wage and hour actions in
10 California state and federal courts.

11 Executed on December 8, 2025, at Los Angeles, California.

12
13 
14 Tyler Woods