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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 TRUHILL NOEL IN
SUPPORT OF PLAINTIFFS' MOTION FOR: 1)
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AND 2) APPROVAL OF ATTORNEYS' FEES
AND COSTS, ADMINISTRATION COSTS,
AND CLASS REPRESENTATIVES' SERVICE
AWARDS**

Date: July 21, 2026

Time: 1:30 p.m.

Dept. S-17

Complaint filed: August 15, 2023

Trial date: Not set

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Attorneys for Plaintiff CARMEN HERNANDEZ and WENDY QUINTERO

1 I, Truhill Noel, declare as follows:

2 1. I am one of the named plaintiffs in this class and representative action against
3 Defendant OnTrac Logistics, Inc. (formerly Express Messenger Systems, Inc. dba OnTrac)
4 (“OnTrac”), and make this declaration in support of the Class and Representative Action
5 Settlement. I have personal knowledge of the facts stated in this declaration, except as to those
6 matters stated upon information or belief, and, as to those matters, I believe them to be true. If
7 called as a witness, I could and would testify truthfully and competently to the matters stated in this
8 declaration.

9 2. I am not related to, and have no familial or financial relationship with, anyone
10 associated with The Markham Law Firm, Cohelan Khoury & Singer, or United Employees Law
11 Group.

12 3. I worked for OnTrac as a non-exempt, hourly-paid Warehouse Package Handler at
13 OnTrac’s warehouse in Fremont, California from approximately December 2022 to approximately
14 July 2023. My duties included unloading merchandise from trucks, sorting packages, and loading
15 them onto smaller trucks for transport and delivery. The packages I handled included packages
16 moving from other states into California.

17 4. After my employment ended, I sought legal advice because I believed I had not been
18 fully compensated for all wages owed to me. I initially consulted with attorneys at The Markham
19 Law Firm and United Employees Law Group, and later with attorneys at Cohelan Khoury & Singer,
20 and I described in detail my experiences working for OnTrac. After those consultations, I agreed to
21 serve as a named Plaintiff in this action. My counsel explained the responsibilities of a class
22 representative, and I accepted that role in order to help address the same violations experienced by
23 other OnTrac employees.

24 5. In my complaint and amended complaint, I allege that OnTrac failed to pay all
25 wages earned, including overtime and off-the-clock work, failed to provide reporting time pay and
26 split-shift premiums, failed to pay all accrued vacation wages, failed to provide compliant meal and
27 rest periods, and failed to reimburse necessary business expenses, among other violations. Through
28 this case, I sought not only to recover my own unpaid wages, but also to ensure OnTrac complied

1 with California law by properly compensating employees for all hours worked, providing legally
2 required breaks and premiums, and reimbursing work-related expenses.

3 6. I am very pleased that this matter has resolved on a class-wide and representative
4 basis for \$4,500,000.00, providing meaningful recovery to Class Members and Aggrieved
5 Employees. I believe this is an excellent result. I am proud that by coming forward and pursuing
6 this action, I helped secure compensation and relief for other employees who were affected by the
7 same practices.

8 7. From the outset of this case through settlement, I actively assisted my counsel by
9 providing information about my employment, answering questions, locating and sharing
10 documents, and participating in case development. In total, I estimate that I devoted approximately
11 80–90 hours to assisting counsel and participating in this litigation, including investigation, ongoing
12 communications, document review, mediation preparation, and availability during key events.

13 8. Throughout the litigation, I remained actively involved and responsive to my
14 attorneys. I communicated regularly by phone, email, and text message, reviewed documents, and
15 assisted in gathering and organizing information. My participation required me at times to adjust
16 my work schedule, including starting work late or leaving early to take calls or provide information
17 necessary to advance the case, resulting in lost work time and wages.

18 9. I was also on call during a full-day mediation and remained available throughout the
19 proceedings. Because I was not permitted to use my phone while working, I had to take time off
20 work to remain continuously available to counsel. During mediation, I stayed engaged throughout
21 the day, responding to questions, reviewing updates, and assisting counsel with settlement
22 discussions as needed.

23 10. I provided a declaration in support of Plaintiffs' opposition to OnTrac's motion to
24 compel arbitration.

25 11. I reviewed the settlement terms carefully, had the opportunity to ask questions, and
26 ultimately agreed to the resolution. I signed the Settlement Agreement and a declaration in support
27 of final approval after understanding its terms and the benefits it provides to Class Members and
28 Aggrieved Employees.

1 12. I made myself consistently available to my attorneys throughout the case, responded
2 promptly to requests, and provided information as needed. I understood that my participation was
3 important to achieving the best possible outcome for the class and aggrieved employees.

4 13. I was balancing these responsibilities while also managing significant personal
5 obligations. I am the father of four children, and my family responsibilities, combined with my
6 work schedule, required ongoing adjustments to my time and availability. The demands of this
7 litigation resulted in meaningful personal and financial strain, including lost work opportunities and
8 time away from my family.

9 14. I also understood that serving as a named Plaintiff carried inherent risks. I was aware
10 that my involvement in a wage-and-hour class and representative action would be a matter of public
11 record and could potentially be viewed negatively by future employers or others. I also understood
12 that litigation carries uncertainty, including the possibility that I could have been responsible for
13 OnTrac's costs if the case had not been successful. Despite those risks, I believed it was important
14 to proceed to address the practices affecting other employees.

15 15. I understand that the time and effort I devoted to this case, along with my
16 participation in key events such as mediation and case development, materially assisted in
17 achieving a \$4,500,000 class-wide and representative settlement that provides meaningful recovery
18 to Class Members and Aggrieved Employees.

19 16. I have no conflict of interest with any other aggrieved employees or class members.

20 17. I have also signed a Joint Prosecution and Attorney Fee Split Agreement, which
21 advised that any attorneys' fees awarded in this case will be divided as follows: 39.6% to my
22 counsel (to be allocated as follows: the Markham Law Firm shall receive 16.33% of the awarded
23 attorneys' fees, Cohelan, Khoury & Singer shall receive 50.34%, and 33.33% to United Employees
24 Law Group), 14.85% to Martin's counsel, 14.85% to McNorton's counsel, 14.85% to Estrada's
25 counsel, 14.85% to Earnest's counsel, and 1% to Hernandez's counsel.

26 18. I have not entered into any undisclosed agreements, nor have I received any
27 undisclosed compensation in this case. The only compensation I will receive is whatever amount
28 the Court awards as a Service Award, in addition to my share of the settlement fund as a class

1 member and aggrieved employee.

2 19. I respectfully ask that the Court grant the approval of this Settlement and do
3 everything in the Court's power to finalize the Settlement. I am committed to this case and will
4 continue to make myself available throughout the rest of the settlement process.

5 I declare under the penalty of perjury under the laws of United States and the State of
6 California that the foregoing is true and correct and that this declaration is executed on
7 6/17/2026, in City, California.

8 Signed by:

9 
Truhill Noel