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(Additional Attorneys Listed on the Following Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

| | |
|---|---|
| TIMOTHY WILLIAMS; JACKIE SAUCEDO AS SUCCESSOR-IN-INTEREST TO SERGIO SAUCEDO; as individuals, on behalf of themselves and others similarly situated<br><br>PLAINTIFFS,<br><br>v.<br><br>MERCURY AIR CARGO, LLC; and DOES 1 thru 50, inclusive,<br><br>DEFENDANTS. | CASE NO. 23STCV21753<br>(Consolidated with Case No. 23STCV31703)<br>[Case Assigned for All Purposes to Hon. William F. Highberger in Dept. 10]<br><br>**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**<br><br>Date: January 8, 2027<br>Time: 11:30 AM<br>Dept.: 10<br><br>Complaint Filed: September 11, 2023<br>TAC Filed: January 6, 2026<br>Trial Date: None set |

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Attorneys for Plaintiff TIMOTHY WILLIAMS, the Proposed Class, and the aggrieved employees

The Motion for Preliminary Approval of the Class Settlement came before this Court on January 8, 2027, the Honorable William F. Highberger, presiding. The Court, having considered the papers submitted in support of the motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval of the proposed settlement based upon the terms set forth in the Class Action and PAGA Settlement Agreement ("Agreement") filed herewith. The Agreement appears to be fair, adequate, and reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm's length negotiations; and (b) the Agreement is sufficient to warrant notice of the Agreement to persons in the Class and a full hearing regarding final approval of the Agreement.

2. For purposes of this Order, the proposed Class is defined as follows:

> "[a]ll current and former non-exempt employees who worked for MERCURY AIR CARGO, LLC, in the State of California between September 11, 2019 to September 9, 2025." ("Settlement Class Members" or "Class ")

3. The Class Period is September 11, 2019, to September 9, 2025.

4. For the purposes of this Order, the aggrieved employees are defined as follows:

> "are all non-exempt employees who are employed or have been employed by Mercury in the State of California who worked one or more pay periods from September 11, 2022 to September 9, 2025." ("aggrieved employees")

5. The PAGA Period is September 11, 2022, to September 9, 2025.

6. The Agreement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court.

7. The Court makes the following preliminary findings for settlement purposes only:

A. The Class, which consists of approximately 2123 persons, is so numerous that joinder of all members is impracticable;

B. There appear to be questions of law or fact common to the Class for purposes of determining whether this Settlement should be approved;

C. Plaintiff's claims appear to be typical of the claims being resolved through the proposed settlement;

D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Class. Accordingly, the Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class.

8. The Court approves, as to form and content, the Notice of Class Action Settlement to Settlement Class Members in substantially the form attached to the Agreement as Exhibit "A".

9. The Court approves the procedure for Settlement Class Members to opt out to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

10. The Court approves the procedure for Settlement Class Members to object to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

11. The Court directs the mailing of the Notice of Class Action Settlement and related documents to members of the Class by first class mail in accordance with the Agreement and the implementation schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the notice, as set forth in the following implementation schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

12. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

13. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of KINGSLEY SZAMET EMPLOYMENT LAWYERS and Paul K. Haines and Sean M. Blakely of HAINES LAW GROUP, APC as Class Counsel.

14. The Court confirms Timothy Williams and Jackie Saucedo as Successor-in-Interest to Sergio Saucedo as Class Representatives.

15. The Court approves Xpand Legal Consulting LLC as the Administrator.

16. The Court orders that pursuant to the California Private Attorneys General Act,

Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Agreement has been and will continue to be given to the Labor & Workforce Development Agency.

17. A final fairness hearing on the question of whether the proposed Agreement, attorneys' fees and costs to Class Counsel, the PAGA payment, and the claims administration costs should be finally approved as fair, adequate, and reasonable as to the members of the Class is scheduled for _____ at _____ (Pacific Time), in Department 10.

18. The Court orders the following Implementation Schedule for further proceedings:

| | | |
|---|---|---|
| a. | Preliminary Approval Granted | _____ |
| b. | Deadline for Defendant to Provide Settlement Class Members' Information to Administrator | 15 calendar days from Entry of Preliminary Approval |
| c. | Administrator Shall Mail Notice to Settlement Class Members | 14 calendar days from receipt of the Class List from Defendant |
| d. | Deadline for Postmark of Any Request for Exclusion | 60 Days from Mailing of Notices |
| e. | Deadline for Postmark of Any Objection | 60 Days from Mailing of Notices |
| f. | Deadline for Class Counsel to file Motion for Final Approval of Class Settlement | To be determined by the Court<br>_____ |
| g. | Deadline for Class Counsel to file Motion for Attorneys' Fees | To be determined by the Court<br>_____ |
| h. | Final Approval Hearing | _____ |

19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the "Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and

proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the ("Agreement").

20. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are hereby stayed.

21. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Class.

**DATED:** _____

_____
**JUDGE OF THE SUPERIOR COURT**

**(PROOF OF SERVICE)**
**[CCP 1013(a)(3)]**
**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On November 9, 2026, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

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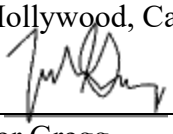
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**[XX] BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (https://dir.tfaforms.net/315) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

**[XX] (BY ELECTRONIC MAIL THROUGH CASE ANYWHERE):** On interested parties set forth on the attached service list.

**[XX] (STATE):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 9, 2026, at West Hollywood, California.



Taylor Gregg