KINGSLEY SZAMET EMPLOYMENT LAWYERS
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

HAINES LAW GROUP, APC
Paul K. Haines, Esq. (SBN 248226)
Sean M. Blakely, Esq. (SBN 264384)
2155 Campus Drive, Suite 180
El Segundo, CA 90245
Tel: (424) 292-2350, Fax: (424) 292-2355
Attorneys for Plaintiff JACKIE SAUCEDO as successor-in-interest to SERGIO SAUCEDO, the Proposed Class, and the aggrieved employees

(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,

Plaintiffs,

vs.

MERCURY AIR CARGO, LLC; and DOES 1 thru 50, inclusive,

Defendants.

Case No.: 23STCV21753
(Consolidated with Case No. 23STCV31703)
[Case Assigned for All Purposes to Hon. William F. Highberger in Dept. 10]

DECLARATION OF SEAN M. BLAKELY IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: January 8, 2027
Time: 11:30 AM
Dept.: 10

Complaint Filed: September 11, 2023
TAC Filed: January 6, 2026
Trial Date: None Set

ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON, Esq. (SBN 289387)
wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604
Tel: (213) 493-6300, Fax (213) 382-4083
Attorneys for Plaintiff TIMOTHY WILLIAMS, the Proposed Class, and the aggrieved employees

I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at Haines Law Group, APC, and co-counsel for the named Plaintiffs Timothy Williams and Jackie Saucedo, as successor-in-interest to Sergio Saucedo (collectively, "Plaintiffs"), and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes, performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, analyzing payroll and timekeeping records and employee handbooks, opposing motions for summary judgment, as well as a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification, drafting mediation briefs, attending mediations, drafting long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50) active wage and hour class and representative actions in both state and federal court.

4. The following is a non-exhaustive list of wage and hour class actions in which I have been appointed as class counsel and/or played a significant role in prosecuting the litigation, and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al,* Case No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding (granted final approval of settlement on behalf of employees at rehabilitation facility involving claims for unpaid wages and meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance Medical Center, Inc*., California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of healthcare workers for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Arteaga v. Command Center Security, Inc.,* Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving claims for unpaid overtime, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Casadine v. Maxim Healthcare Services, Inc*., Case No. CV 12-10078-DMG (CWx), United States District Court, Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement on behalf of home health care employees involving claims for unpaid wages and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Guzman v. Andrew Lauren Interiors, Inc.*, *et al*., Case No. BC567757, California Superior Court, Los Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf of construction workers involving claims for unpaid wages, meal and rest period violation, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2014-2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of IT support workers for overtime, meal and rest period, reimbursement, and related violations, approved at hourly rate of $475 for work performed in 2016 and 2017); *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees of a chemical manufacturing company involving claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al*., Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et al*., Case No. BC624850, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement involving claims for wage statement violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al*., Case No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims); *Aguilar v. Act Fulfillment, Inc*., Case No. RIC1616643, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval v. AMCOR Flexibles Inc*., Case No. BC617499, California Superior Court, Los Angeles County, Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of manufacturing employees involving claims for unpaid wages, meal period violations, rest period violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C*., Case No. RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt employees of a freight railcar manufacturer involving claims for unpaid overtime and minimum wages, meal period violations, and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

settlement involving claims for unpaid overtime and minimum wages, rest period violations, wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los

Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons and other employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and other claims); and *Matthew Tovar, et al. v. Rentokil North America, Inc*., Case No. BC676386, California Superior Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc*., Case No. CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman presiding (granting final approval of settlement on behalf of sales development representatives involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy Aguilar, et al. v. Aero Port Services, Inc*., Case No. BC659234, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for meal and rest period violations, and other claims); *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al*., Case No. RIC1709905, California Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and penalty claims).

5. I have also moved to certify and have received an order certifying a class action in *Ontiveros v. Safelite Fulfillment, Inc., et al*., Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company,* Case No. 16-CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage

statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries,* Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties); and *Quincy Calloway v. Lightstorm Entertainment, Inc., et al.*, Case No. 24STCV05939, Los Angeles County Superior Court, Honorable Theresa M. Traber presiding (certifying claims for unpaid overtime wages, wage statement violations, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In each year from 2024-2026, Thomson Reuters recognized me as a "Super Lawyer" in the annual Super Lawyers magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

7. As co-counsel for Plaintiffs and the proposed Settlement Class, I have been intimately involved in the prosecution of this case, and I believe the proposed Settlement is a favorable result for the Settlement Class.

8. Defendant Mercury Air Cargo, LLC ("Mercury") provides cargo services at airports.

9. On October 19, 2023, Sergio Saucedo, through my office, served his LWDA letter on Mercury via certified mail and on the LWDA via its website, providing notice of Mercury's alleged violations of the California Labor Code and his intent to seek civil penalties under the PAGA. Attached hereto as **Exhibit A** is a true and correct copy of Mr. Saucedo's LWDA letter. Subsequently, on December 27, 2023, after sixty-five days had passed, Mr. Saucedo, through my office, filed a representative action for civil penalties under the PAGA against Mercury in Los Angeles County Superior Court, entitled *Sergio Saucedo v. Mercury Air Cargo, LLC*, Case No. 23STCV31703 (the "*Saucedo* Action"), asserting a single cause of action for civil penalties under

the PAGA on behalf of himself and all other aggrieved employees.

10. After the filing of the *Saucedo* Action, my office was made aware of a related wage and hour action pending against Mercury in the matter entitled *Timothy Williams v. Mercury Air Cargo, LLC*, Los Angeles Superior Court Case No. 23STCV21753 (the "*Williams* Action").

11. On July 11, 2025, the Parties in both the *Williams* and *Saucedo* Actions attended a full-day mediation with Russ J. Wunderli, Esq., an experienced wage and hour class action mediator, in an effort to resolve both of the above referenced actions. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and defenses. The mediation ultimately led to a settlement. During the months that followed, the Parties finalized the terms of the Settlement and, in September 2026, executed the long-form Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") now before the court. As part of the settlement, the Parties stipulated to the filing of a Third Amended Class and Representative Action Complaint ("TAC") in this Action adding all claims and factual allegations alleged in the *Williams* Action and the *Saucedo* Action, and adding Jackie Saucedo, as successor-in-interest to Sergio Saucedo, as a named plaintiff. The TAC was filed in this Action on January 6, 2026, and is the operative complaint.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 2, 2026, at El Segundo, California.



Sean M. Blakely

EXHIBIT A

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 19, 2023

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Sergio Saucedo v. Mercury Air Cargo, LLC, a California LLC*

To Whom It May Concern:

Please be advised that this law firm represents Sergio Saucedo in claims arising from his employment with Mercury Air Cargo, LLC, a California limited liability company ("Defendant"). Mr. Saucedo is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, if the LWDA decides not to investigate, Mr. Saucedo intends to pursue a lawsuit on behalf of other "aggrieved employees", which should be considered to include all of Defendant's non-exempt employees in California who have worked for Defendant, at least in part, during the one year immediately preceding the date of this letter through the present.

Mr. Saucedo was employed by Defendant from approximately March 1996, through approximately September 2023. During his employment with Defendant, Mr. Saucedo has held various positions, including as a "quality assurance" and/or "customer service representative" at Defendant's location at the LAX airport.

During his employment with Defendant, Mr. Saucedo was generally scheduled to work from 6:00 a.m. to 1:30 p.m. on Mondays, Thursdays, and Fridays; and from 7:00 a.m. to 2:30 p.m. on Tuesdays and Wednesdays. However, Mr. Saucedo would often work more than eight (8) hours per day and/or forty (40) hours per week.

Throughout Mr. Saucedo's and other aggrieved employees' employment with Defendant, Mr. Saucedo and other aggrieved employees were not provided with a full 30 minutes of "net rest" for their meal periods, nor were they always provided with meal periods commencing before the end of the fifth hour of work. Specifically, Mr. Saucedo was never provided with meal periods that were a full 30 minutes of "net rest" in an area away from the work station that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Mr. Saucedo and other aggrieved employees could not leave their workstation and begin

their meal period until the beginning of their scheduled lunch breaks at 10:30 a.m. or 11:30 a.m. depending on their scheduled work hours. Mr. Saucedo and other aggrieved employees were required to be back at their assigned workstation at exactly the conclusion of their 30-minute lunch break, at 11:00 a.m. or 12:00 p.m. depending on their scheduled work hours. Defendant's managers/supervisors would check at the conclusion of their lunch periods to ensure that all employees had returned from their meal periods on time. Because of the distance between Defendant's breakrooms and employees' workstations, Mr. Saucedo and other aggrieved employees would have to shorten their meal periods by several minutes in order to return to their workstation prior to the conclusion of their meal periods to avoid disciplinary action. Thus, Mr. Saucedo and other aggrieved employees were not provided with full 30-minute meal periods of net rest in an area appropriate for rest away from the workstation. Additionally, Defendant failed to provide Mr. Saucedo and other aggrieved employees with a second duty free full 30 minutes of "net rest" meal period for shifts of over 10.0 hours in violation of California law. Further, on those occasions when Defendant failed to provide a legally complaint meal period to Mr. Saucedo and other aggrieved employees, Defendant failed to always compensate Mr. Saucedo and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Moreover, when Defendant failed to provide a meal period, Defendant had a policy and practice of requiring Mr. Saucedo and other aggrieved employees to sign a post-hoc meal period waiver on the day following the missed meal period. As such, Mr. Saucedo and other aggrieved employees did not validly waive the missed meal period and was owed a meal period premium in lieu thereof.

Mr. Saucedo and other aggrieved employees were also not authorized and permitted to take all legally required and compliant rest periods because Defendant failed to provide at least 10 minutes of "net rest" in an area appropriate for rest away from the workstation. Specifically, as a result of the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or major fraction thereof. Similar to their meal periods, Mr. Saucedo and other aggrieved employees were not allowed to leave their workstations until exactly the start of their rest period and must have been back at their workstations at exactly the end of their 10-minute rest period. As a result, Mr. Saucedo and other aggrieved employees were unable to ever take 10 minutes of "net rest" in an area appropriate for rest away from the workstation during their rest period. On those occasions when Mr. Saucedo and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Defendant failed to compensate Mr. Saucedo and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

During Mr. Saucedo's employment with Defendant, Mr. Saucedo and other aggrieved employees were required to use their personal cellular phones to communicate with other employees, managers/supervisors, and/or customers. Defendant knew or should have known that Mr. Saucedo and other aggrieved employees were necessarily incurring expenses due to the use of their personal cellular phone in the direct discharge of their duties. Yet, despite the necessity of Mr. Saucedo and other aggrieved employees using their

personal cellular phones for work activities and Defendant knowing or should have knowing about same, they were never reimbursed for a reasonable portion of their cellular phone expenses by Defendant, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendant's failure to pay all meal and rest period premium wages, and failure to reimburse for necessary business expenditures, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Saucedo and other aggrieved employees.

As a further result of Defendant's failure to pay all meal and rest period premium wages, and failure to reimburse for necessary business expenditures, Defendant failed to pay all wages to Mr. Saucedo and other formerly employed non-exempt employees at the separation of their employment.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Saucedo and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 9, § 11. As a result, Mr. Saucedo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Saucedo and other aggrieved employees were not provided with all legally compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Saucedo and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Saucedo and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 9, § 12. As a result, Mr. Saucedo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Failure to Reimburse Business Expenses

Defendant failed to reimburse Mr. Saucedo and other aggrieved employees for necessary work expenses, including, but not limited to, expenses incurred for the reasonable portion of cellular phone expenses incurred in the direct discharge of the job duties of such employees. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 9, § 9, and Labor Code § 2802 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Mr. Saucedo and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Saucedo and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premiums, and total gross and net wages earned, in violation of Labor Code § 226 *et seq*. Defendant's failure to furnish Mr. Saucedo and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Saucedo and other aggrieved employees all of their final wages at the time of separation, which included all meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to Mr. Saucedo and other aggrieved employees was willful and, consequently, entitles Mr. Saucedo and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Saucedo will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Saucedo's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Saucedo and other aggrieved employees;

b) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Saucedo and other aggrieved employees;

c) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Saucedo and other aggrieved employees for necessary work expenditures;

d) Defendant violated Labor Code § 226 by failing to furnish Mr. Saucedo and other aggrieved employees with accurate and compliant itemized wage statements;

e) Defendant violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Saucedo and other aggrieved employees;

f) Defendant violated Labor Code § 204 by failing to pay Mr. Saucedo and other aggrieved employees all earned wages at least twice during each calendar month; and

g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Saucedo and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Paul K. Haines

cc: Mercury Air Cargo, LLC (via certified mail)

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PRODUCED DATE: 10/20/2023

HAINES LAW GROUP:

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MERCURY AIR CARGO LLC
C/O: CT CORPORATION SYSTEM
330 N BRAND BLVD STE 700
GLENDALE CA 91203-2336

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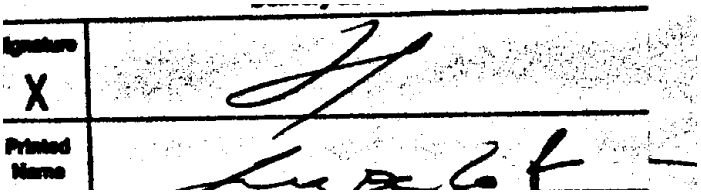
Mailer: Haines Law Group

Date Produced: 10/24/2023

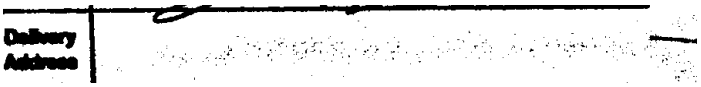
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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: **DECLARATION OF SEAN M. BLAKELY IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

FISHER & PHILLIPS LLP
James C. Fessenden
E-Mail: jfessenden@fisherphillips.com
Julia Sherwood
E-Mail: jsherwood@fisherphillips.com
4747 Executive Drive, Suite 1000
San Diego, California 92121
Attorneys for Defendant

ABRAMSON LABOR GROUP
William Zev Abramson
wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604
Tel: (213) 493-6300, Fax (213) 382-4083
Attorneys for Plaintiff

HAINES LAW GROUP, APC
Paul K. Haines, Esq. (SBN 248226)
Sean M. Blakely, Esq. (SBN 264384)
Aden M. Khachadoorian, Esq. (SBN 346908)
2155 Campus Drive., Suite 180
El Segundo, CA 90245

[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