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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HECTOR HERNANDEZ AVILA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

MOSS MANAGEMENT SERVICES, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24STCV15560

[*Case assigned for all purposes to the Hon. William F. Highberger, Dept. SSC-10*]

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

Date: March 17, 2027
Time: 2:00 p.m.
Dept.: SSC-10

Action Filed: June 21, 2024
Trial Date: None Set

DECLARATION OF SEAN M. BLAKELY

I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff Hector Hernandez Avila ("Plaintiff") 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 through 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 sixty (60) 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 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 Williams 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 through 2026, Thomson Reuters recognized Mr. Blakely as a "Super Lawyer" in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in this case, and I believe that the proposed Settlement is a favorable result for the Settlement Class. Attached hereto as **Exhibit 1** is a true and correct copy of the fully executed Stipulation of Settlement ("Settlement"). The proposed Class Notice and Notice of Estimated Individual Settlement Payment are attached to the Settlement as **Exhibits A** and **B**, respectively.

8. Defendant Moss Management Services, Inc. ("Moss Management") was founded in 1960 and operates as a property management company maintaining residential and commercial properties in Southern California.

9. On June 21, 2024, Plaintiff filed a Class Action Complaint in Los Angeles County Superior Court, alleging causes of actions for: (1) failure to provide meal periods; (2) failure to authorize and permit rest period; (3) failure to provide accurate, itemized wage statements; (4) failure to reimburse employees for necessary business expenditures; and (5) unfair competition in violation of California Business & Professions Code § 17200 *et seq*. On that same day, Plaintiff

sent his PAGA notice letter to Moss Management and the Labor & Workforce Development Agency ("LWDA"). Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff's June 21, 2024 LWDA Letter. On August 26, 2024, Plaintiff filed the First Amended Class and Representative Action Complaint ("FAC"), adding a cause of action for civil penalties under the Private Attorneys General Act ("PAGA"). On July 21, 2026, as part of the Settlement, Plaintiff filed the operative Second Amended Class and Representative Action Complaint ("SAC"), adding causes of action for failure to pay minimum and overtime wages.

10. In connection with mediation, the Parties engaged in extensive informal discovery. Moss Management produced a sampling of timekeeping and payroll records for the putative class, as well as its relevant Employee Handbook utilized during the putative class period, and relevant data points such as the number of putative class members, the number of aggregate workweeks during the Class Period, and the total number of pay periods worked during the PAGA Period. Plaintiff's counsel conducted a comprehensive analysis and extrapolation of the data produced by Moss Management to calculate Moss Management's potential exposure for each of Plaintiff's claims at issue. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims, and Moss Management's potential defenses.

11. On May 19, 2025, the Parties participated in a full-day mediation with Michael Ludwig, Esq., a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. At the conclusion of the mediation, the Parties were unable to come to a resolution. Following mediation, the Parties continued engaging in settlement negotiations through Mr. Ludwig leading to a mediator's proposal for a class-wide settlement that was ultimately accepted by both sides. During the months that followed, the Parties finalized the terms of the Settlement and executed the long-form Settlement Agreement now before the Court.

12. The monetary terms of the Settlement are summarized below:

- Maximum Settlement Amount: $485,000.00

• Minus Court-approved attorneys' fees:	$161,666.67
• Minus Court-approved verified costs (up to):	$30,000.00
• Minus Court-approved Enhancement Payment:	$10,000.00
• Minus amount set aside as PAGA penalties:	$40,000.00
• Minus estimated Settlement Administration costs:	$10,000.00
Net Settlement Amount ("NSA"):	$233,333.33
• PLUS 25% "PAGA Amount" to PAGA Employees:	$10,000.00
Total Amount Paid to Settlement Class members:	**$243,333.33**

13. Based on information from Moss Management, Plaintiff understands that there are approximately 475 Settlement Class members. Therefore, the average Individual Settlement Payment is projected to be approximately $491.23. There are approximately 374 PAGA Employees who worked during the PAGA Period. Therefore, the average PAGA Payment is estimated to be approximately $25.74.

14. Moss Management asserts that nearly all Settlement Class members, including Plaintiff, signed valid and enforceable arbitration agreements with class action waivers. Setting aside any arguments as to the merits of Plaintiff's claims, Moss Management contends that absent settlement, a classwide recovery was not possible and that only PAGA civil penalties could potentially be recovered on behalf of a subset of the Settlement Class members. As such, Moss Management contends that absent its agreement to not raise the arbitration agreements as an affirmative defense, any recovery to the Settlement Class members would be limited to only the employees' potential 25% share of PAGA civil penalties.

15. Plaintiff alleges that Moss Management's timekeeping policies/practices failed to compensate Settlement Class members for all hours worked. Specifically, Plaintiff alleges that employees routinely performed work-related tasks off-the-clock work before clocking in to their shifts and/or after punching out of their shifts, resulting in unpaid wages to Settlement Class members. Plaintiff contends that he and other non-exempt employees worked approximately 30 minutes off-the-clock every workweek and were not compensated for this time. Because Plaintiff and other non-exempt employees frequently worked at least eight hours per shift, Plaintiff calculates the following exposure analysis using the average overtime rate of pay for Settlement Class members during the Class Period at approximately $32.83. Accordingly, Plaintiff estimates Moss Management's maximum exposure for unpaid wages at approximately $980,041 (59,704

workweeks * 30 minutes per workweek * $32.83 average overtime rate of pay). Moss Management argues that it has paid employees for all hours worked throughout the Class Period, prohibits off-the-clock work, and maintains policies requiring employees to accurately record all time worked. Moss Management further argues that these claims would not be suitable for class treatment because they would require individualized inquiries into whether any employee performed work that was not recorded, the nature and amount of any such work, whether the work was known to or authorized by Moss Management, and whether the employee accurately reported all hours worked, thereby precluding class certification of this claim. Based on these defenses, Plaintiff discounted the maximum amount by 80% for risk of non-certification and inability to proceed on a class-wide basis due to the arbitration agreements, and an additional 70% for risk of losing on the merits or failing to recover the full amount sought, to arrive at an estimated exposure of approximately $58,802.

16. Plaintiff alleges that Moss Management failed to provide legally compliant first meal periods such that first meal periods were regularly late (commencing after the fifth hour of work) and/or short (less than 30 minutes). In addition, Plaintiff claims that Moss Management had a meal period practice requiring Plaintiff and other non-exempt employees to carry a company-provided phone on their person throughout their shift. As a result, Plaintiff and other non-exempt employees' meal periods were interrupted and/or shortened because they were expected to respond to emergent work-related issues while on their duty-free meal period. Plaintiff estimates there were approximately 74,630 shifts with a meal period violation. Plaintiff further calculates that the average hourly rate of pay for Settlement Class members during the Class Period at approximately $21.89. Accordingly, Plaintiff estimates Moss Management's maximum exposure for meal period violations at approximately $1,633,651 (74,630 non-compliant meal periods * $21.89 average premium). Moss Management counters that it maintained compliant written meal period policies throughout the Class Period and provided compliant meal periods in line with those policies. Moss Management further contends that it always provided employees the opportunity to take meal periods and is not required to ensure they are taken. Thus, Moss Management argues, any non-compliant meal periods were the result

of lawful employee choice or waiver, rather than any policy and/or practice of Moss Management. Finally, Moss Management maintains Plaintiff's meal period claim is not suited for class certification, since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, the reasons why a particular employee did not take a meal period on a particular shift, and whether they waived the meal period. Based on these defenses, Plaintiff discounted the maximum amount by 75% for risk of non-certification and inability to proceed on a class-wide basis due to the arbitration agreements, and an additional 50% for risk of losing on the merits or failing to recover the full amount sought, to arrive at an estimated exposure of approximately $204,206.

17. Plaintiff alleges that Moss Management failed to authorize and permit all legally compliant off-duty rest periods. Plaintiff contends that he and other non-exempt employees were often interrupted during their rest periods and required to work through their off-duty rest periods due to understaffing and work demands. As with meal periods, Plaintiff contends that Moss Management had a practice requiring Plaintiff and other non-exempt employees to carry a company-provided phone on their person throughout their shift. As a result, Plaintiff and other non-exempt employees were not authorized and permitted to take a duty-free rest period. Based on Plaintiff's analysis of Moss Management's timekeeping records, Plaintiff estimates there were approximately 298,520 shifts in excess of 3.5 hours during the Class Period. Plaintiff estimates that employees were not authorized and permitted to take all legally compliant rest periods on approximately half of all shifts. Accordingly, Plaintiff calculates Moss Management's maximum potential exposure for rest period violations at approximately $3,267,301 (149,260 rest period violations * $21.89 average rest period premium). Moss Management contends that it has maintained and enforced compliant written rest period policies/practices and has always authorized and permitted employees a 10-minute rest period for each 4 hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice rather than any Moss Management policy and/or practice. Moss Management further argues that Plaintiff's rest period claim is not amenable to class treatment, since individual inquiries would be required to determine which employees failed to take rest

periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. These manageability concerns are especially present with respect to rest period claims, Moss Management argues, given that rest periods are not, and need not, be recorded. Given these defenses, Plaintiff discounted this maximum amount by 75% for risk of non-certification and inability to proceed on a class-wide basis due to the arbitration agreements and an additional 80% for a risk of being unsuccessful on the merits or of failing to recover the full amount sought, to arrive at an estimated realistic exposure of approximately $163,365.

18. Plaintiff alleges that Moss Management failed to reimburse him and other Settlement Class members for all reasonable and necessary work expenditures, including personal cellular phone expenses. Specifically, Plaintiff alleges that Moss Management required Plaintiff and other non-exempt use their personal cell phones in order to communicate with colleagues and respond to emergent work issues, however, Moss Management failed to reimburse Plaintiff and other non-exempt employees for the costs associated with their cellular phones. Assuming that employees are owed approximately $5.00 per bi-weekly pay period for cellular phone usage, Plaintiff estimates Moss Management's maximum liability for its failure to reimburse employees for usage of their personal cellular phones at approximately $149,260 (29,852 bi-weekly pay periods * $5.00 per pay period). Moss Management maintains that Settlement Class members were not required to use their personal cellular phones as part of their job. Moss Management further argues that any expenses incurred by Settlement Class members were extremely minimal, given the wide availability of low-cost cellular phone plans. Moss Management further contends that this claim would require individual inquiries into whether Settlement Class members actually used their personal cellular phones for work purposes, how much expense they incurred, whether they submitted a request for reimbursement, and the reasonableness of that expense, thus precluding class certification. Based on these defenses, Plaintiff discounted the estimated maximum amount by 75% for risk of non-certification and inability to proceed on a class-wide basis due to the arbitration agreements, and by an additional 55% to account for risk of losing on the merits or failure to recover the maximal amount sought, to arrive at an estimated exposure of

approximately $16,792.

19. As a result of these alleged wage and hour violations, Plaintiff asserts that Moss Management failed to comply with its wage statement obligations, in violation of Labor Code § 226. Plaintiff's analysis reflected that there were approximately 374 putative class members and approximately 12,979 pay periods worked during the liability period applicable to Plaintiff's wage statement claim. Those penalties are calculated as $50 for each "initial" violation and $100 for each "subsequent" violation, with a maximum of $4,000 per employee. *See* Labor Code § 226(e). Accordingly, Plaintiff calculated Moss Management's potential wage statement exposure at approximately $1,279,200 ([374 "initial" violations * $50] + [12,605 "subsequent" violations * $100]). Moss Management contends that any alleged wage statement violations could not be shown to be "knowing and intentional," particularly given its good-faith defenses, that Plaintiff cannot show he or other employees "suffer[ed] injury" due to alleged wage statement violations, as required by Lab. Code § 226(e) for the imposition of penalties, and that the wage statements always accurately reflected amounts *paid* to employees. In light of Moss Management's arguments that no violations occurred, that employees suffered no "injury," that any alleged violations were not "knowing and intentional," that the wage statements always accurately reflected hours worked and amounts paid to employees, as well as risks associated with Plaintiff's underlying claims discussed above, Plaintiff discounted the maximum exposure by 75% for risk of non-certification and inability to proceed on a class-wide basis due to the arbitration agreements, and by an additional 80% for risk of being unsuccessful on the merits, for an estimated realistic exposure of approximately $63,960.

20. In addition, Plaintiff seeks civil penalties under the PAGA, based on the aforementioned claims. Plaintiff estimated a maximum total PAGA exposure at approximately $1,297,900 (12,979 pay periods * $100 "initial" penalty). However, these penalties derive from the underlying wage and hour violations discussed above, which Moss Management vigorously disputes. Finally, Moss Management contends that since Plaintiff's PAGA claim is derivative of his underlying wage claims, Plaintiff's PAGA claim would fail with those claims. Moss Management further maintains that given its good-faith defenses, the Court would substantially

reduce any PAGA penalties awarded. Moss Management also asserts the Court would drastically reduce any award of PAGA penalties as "confiscatory." Therefore, Plaintiff discounted the maximum figure by 75% for risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and an additional 85% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately $48,671.

21. Using these estimated figures for each of the claims described above, Plaintiff predicted that the potential realistic recovery for the Settlement Class would be approximately $555,796. The proposed Settlement of $485,000 therefore represents approximately 87.3% of the reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Settlement Class, which is consistent with what Plaintiff's counsel believes could have been recovered had the case proceeded through trial.

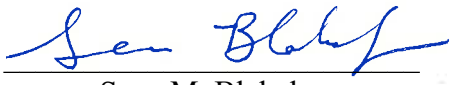
22. Although the Parties engaged in informal discovery prior to mediation, the Parties still had significant formal discovery to complete had the matter not settled. This would have required expenditure of substantial time and resources by both Parties that would have very likely spanned several years. Even if Plaintiff was to certify the classes, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

23. My office will also apply for an attorneys' fees award of one-third of the Maximum Settlement Amount, which is currently estimated to be $161,666.67, and up to $30,000.00 in verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. My office has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery, analyzing Settlement Class members' timekeeping and payroll records and other data and documents, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing this Motion, and otherwise litigating the case. My office expects to expend additional attorney time in attending

the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement Class members, preparing the final approval papers, and attending the Final Approval hearing.

24. Plaintiff will apply for a Class Representative Enhancement Payment at the time of seeking final approval of the proposed class action settlement in the amount of $10,000.00 for his service to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's requested Enhancement Payment is intended to recognize the time and effort Plaintiff expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, attending multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation, actively participating in the prosecution of his claims, as well as the significant risks Plaintiff undertook by agreeing to serve as the named Plaintiff in this case and the fact that Plaintiff agreed to a general release of all claims subject to a waiver of California Civil Code section 1542.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 4, 2026, at El Segundo, California.



Sean M. Blakely

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Hector Hernandez Avila ("Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant Moss Management Services, Inc. (hereinafter "Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties," or individually as "Party." Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Liam A. Hall of Haines Law Group, APC ("Class Counsel"). Defendant is represented by Laura A. Walker and Brandon D. Saxon of Gordon Rees Scully Mansukhani, LLP.

On June 21, 2024, Plaintiff filed a class action complaint against Defendant in the Los Angeles County Superior Court, in the matter entitled *Hector Hernandez Avila v. Moss Management Services, Inc.,* Case No. 24STCV15560 (the "Complaint"). On August 26, 2024, Plaintiff filed the operative First Amended Class and Representative Action Complaint ("FAC"). The FAC alleges the following causes of action: (1) meal period violations; (2) rest period violations; (3) wage statement violations; (4) failure to indemnify for all necessary business expenditures; (5) unfair competition in violation of Cal. Business & Professions Code § 17200, *et seq*.; and (6) civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq* ("PAGA"). As part of the Settlement Agreement, Plaintiff will file a Second Amended Class and Representative Action Complaint ("SAC") adding causes of action for unpaid minimum and overtime wages. The complaint, the FAC, and the SAC are referred to herein as the "Action."

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

> All current and former non-exempt employees of Defendant Moss Management Services, Inc. in the State of California who worked between June 21, 2020 and March 2, 2026 (the "Class Period").

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or under Rule 23 of the Federal Rules of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to their respective positions held prior to entering into the Settlement Agreement.

Additionally, the "PAGA Employees" shall be defined as:

> All current and former non-exempt employees of Defendant Moss Management Services, Inc. in the State of California who worked for Defendant between June 21, 2023 and March 2, 2026 (the "PAGA Period").

2. **Release by Settlement Class Members and Plaintiff**. As of the Final Effective Date (as defined below), and upon Defendant's complete funding of the Maximum Settlement Amount and Defendant's share of its employer payroll taxes, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of its past and present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or successors, and all agents, employees, officers, directors, shareholders, members, managers, holding companies, insurers, assigns, and attorneys thereof, (collectively, the "Released Parties"), as follows:

A. Upon the Effective Date and Defendant's complete funding of the Maximum Settlement Amount, Settlement Class members, except those who submit a timely and valid Request for Exclusion, will release all claims, demands, rights, liabilities and causes of action that were pled in the Action, or which could have been alleged based on the factual allegations therein, that arose during the Class Period, including claims for: (a) unpaid minimum and overtime wages; (b) meal period violations; (c) rest period violations; (d) wage statement violations; (e) failure to indemnify for all necessary business expenditures; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims"). The period of the Released Claims shall extend to the limits of the Class Period.

B. PAGA Release: PAGA Employees, including Plaintiff, will release and forever discharge all claims, demands, rights, liabilities and causes of action for civil penalties under California Labor Code Private Attorneys General Act of 2004 ("PAGA") against the Released Parties based Plaintiff's letter to the Labor & Workforce Development Agency ("LWDA") dated June 21, 2024 and Plaintiff's SAC alleging: (a) minimum wage violations, (b) overtime violations, (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to indemnify all necessary business expenditures; and (f) failure to issue accurate and compliant wage statements (collectively, "PAGA Released Claims"). The PAGA Period and the time period of the PAGA Released Claims is defined as June 21, 2023 through March 2, 2026 ("PAGA Period").

C. In light of Plaintiff's Class Representative Enhancement Payment, and upon Defendant's complete funding of the Maximum Settlement Amount and Defendant's share of employer payroll taxes, Plaintiff as an individual, generally, releases and discharges the Released Parties from any and all claims, transactions or occurrences arising between Plaintiffs and the Released Parties, including without limitation, arising from Plaintiff's employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, inter alia, those arising under the California Labor Code, Fair Labor Standards Act ("FLSA"), Americans with Disabilities Act ("ADA"), Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code,

California Fair Employment and Housing Act ("FEHA"), California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date on which this Agreement is executed. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits, or other claims that may not be released by law.

Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

D.

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Maximum Settlement Amount" of Four Hundred Eighty-Five Thousand Dollars and Zero Cents ($485,000.00), plus any payroll taxes due from Employer, and no more in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.

B. The Settlement will become final and effective when: (a) the Court's final approval of the Settlement (if no timely objections by or on behalf of Settlement Class members have been filed, or any timely objections have been withdrawn); or (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed ("Effective Date").

C. Defendant shall deposit the Maximum Settlement Amount and the employer's share of payroll taxes with the Settlement Administrator no later than thirty (30) days of the Effective Date.

D. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class;

(2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents ($10,000.00);

(3) Up to Ten Thousand Dollars ($10,000.00) to Plaintiff for Plaintiff's Class Representative Enhancement Payment, in recognition of his contributions to the Action and his service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;

(4) Up to one-third of the Maximum Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Thirty Thousand Dollars and Zero Cents ($30,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees and/or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

(5) Forty Thousand Dollars and Zero Cents ($40,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty Thousand Dollars and Zero Cents ($30,000.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Ten Thousand Dollars and Zero Cents ($10,000.00), will be payable to the PAGA Employees as the "PAGA Amount," as described below.

(6) Any difference between these requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

E. **Escalator Clause**. The Maximum Settlement amount is based on Defendant's representations that there are approximately 59,704 workweeks during the Class Period. If the number of total workweeks worked by Settlement Class members as reported to the Settlement Administrator following preliminary approval is more than 10% greater than this figure, Defendant would increase the Maximum Settlement Amount by 1% for every percent over 65,674 workweeks. Should the Settlement Administrator's costs increase due to a trigger of this provision, Defendant will separately pay reasonable costs above the original bid. Alternatively, Defendant may elect to shorten the end the release period to the date the workweek count equals 65,674. Defendants shall advise Class Counsel of their election no less than 5 days prior to the filing Plaintiff's Motion for Preliminary Approval, provided that Class Counsel advises Defense counsel of the date they intend to file the Motion for Preliminary Approval at least 10 days in advance of the filing deadline.

F. **Employer Payroll Taxes.** Defendant's share of payroll taxes owed on the wage portions of the Individual Settlement Payments shall be paid by Defendant separately from, and in addition to, the Maximum Settlement Amount. The Settlement Administrator shall provide Defendant with the amount of payroll taxes due at least five (5) days before Defendant's deadline to pay the Maximum Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Enhancement Payment, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:

i. Payments to all participating Settlement Class members: The Settlement Administrator will calculate payments from the Net Settlement Amount based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period. Specifically, each participating Settlement Class member's payment from the Net Settlement Amount will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.

C. PAGA Amount: Ten Dollars and Zero Cents ($10,000.00) of the Maximum Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during this PAGA Period which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of workweeks worked as a non-exempt employee (including those who opt out) during this time period, and the denominator of which is the total number of workweeks worked by all PAGA Employees (including those who opt out).

D. Within ten (10) calendar days following Defendant's deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Payment amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare

and mail Individual Settlement Payments, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel's attorneys' fees and costs, Plaintiff's Class Representative Enhancement Payment, payment to the LWDA, and the settlement administration costs after it mails Individual Settlement Payments to Settlement Class members.

E. Each Individual Settlement Payment shall be allocated as follows: Any payment from the Net Settlement Amount shall be allocated as 80% as penalties and interest; and 20% as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

F. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 (one hundred eighty) days from the date the Settlement Administrator mails it to the Settlement Class member. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq*., in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Maximum Settlement Amount (excluding employer payroll taxes paid by Defendant), which is currently estimated to be One Hundred Sixty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($161,666.67). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with the Action, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099-MISC by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to Ten Thousand Dollars and Zero Cents ($10,000.00) for Plaintiff, for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member and shall be reported on an IRS Form 1099_MISC issued to Plaintiff by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff's request to the Court to pay up to Ten Thousand Dollars and Zero Cents ($10,000.00) for the Settlement Administrator's services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be deducted from the Maximum Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after Individual Settlement Payments have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Paul K. Haines, Sean M. Blakely, and Liam A. Hall of Haines Law Group, APC as Class Counsel;

C. Appointing Plaintiff Hector Hernandez Avila as Class Representative for the Settlement Class;

D. Approving Phoenix Settlement Administrators as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Payment, drafts of which are attached hereto as **Exhibits A** and **B**, respectively), and directing the mailing of same to the Settlement Class in English with a Spanish translation; and

G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within seven (7) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and workweek data (the "Class Data") for each Settlement Class member during the Class Period.

B. Within ten (10) business days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion or Objection or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the

Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

ii. The Parties agree there is no statutory or other right for any Settlement Class member/PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. A Settlement Class member/PAGA Employee who submits a valid and timely Request for Exclusion shall still receive his or her proportionate share of the PAGA Amount.

E. Objections. Members of the Settlement Class who do not opt out may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection with the Settlement Administrator by mail, e-mail, or fax (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Notwithstanding the foregoing, even if the information above is not all contained in a written objection, it will be deemed valid if the Settlement Administrator can ascertain the identity of the Settlement Class member and also ascertain that the Settlement Class member indeed desires to object. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing in person or virtually irrespective of whether they submitted any written objections. Neither a written objection nor a notice of appearance is required in order for a Settlement Class member to appear at the hearing on the Motion for Final Approval and object.

F. Notice of Estimated Settlement Payment/Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used from Defendant's records in order to calculate the Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting

documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties.

10. **Final Approval.** Following preliminary approval and the close of the period for filing Requests for Exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval of this Settlement Agreement, adjudging the terms thereof to be fair, adequate, and reasonable;

B. Approving Plaintiff's and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Enhancement Payment, and settlement administration costs; and

C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability by Defendant or that class certification and/or representative treatment is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Laura A. Walker of Gordon Rees Scully Mansukhani, LLP, 101 W. Broadway, Suite 2000, San Diego, California 92101; lawalker@grsm.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

15. **Cooperation**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Action contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: 7/7, 2026

DEFENDANT MOSS MANAGEMENT SERVICES, INC.

By:_____
Title: EVP

DATED: _____, 2026

PLAINTIFF HECTOR HERNANDEZ AVILA

By:_____
Plaintiff and Settlement Class Representative

if to Defendant: Laura A. Walker of Gordon Rees Scully Mansukhani, LLP, 101 W. Broadway, Suite 2000, San Diego, California 92101; lawalker@grsm.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

15. **Cooperation**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Action contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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DATED: _____, 2026

DEFENDANT MOSS MANAGEMENT SERVICES, INC.

By:_____
Title:

DATED: July 18, 2026

PLAINTIFF HECTOR HERNANDEZ AVILA

By: Hector Hernandez Avila (Jul 18, 2026 09:49:28 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: September 30, 2026

GORDON REES SCULLY MANSUKHANI, LLP

By: _____

Laura A. Walker
Brandon D. Saxon
Attorneys for Defendant

DATED: July 20, 2026

HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Sean M. Blakely
Liam A. Hall
Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

HECTOR HERNANDEZ AVILA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. MOSS MANAGEMENT SERVICES, INC., a California corporation; and DOES 1 through 100, Defendants.	Case No. 24STCV15560 **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees of Defendant Moss Management Services, Inc. in the State of California who worked between June 21, 2020 and March 2, 2026. Collectively, these employees will be referred to as "Settlement Class members."

PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Los Angeles County Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the case of *Hector Hernandez Avila v. Moss Management Services, Inc.,* Los Angeles Superior Court Case No. 24STCV15560 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Moss Management Services, Inc.'s ("Moss Management") records show that you were employed by Moss Management in California as a non-exempt employee at any time between June 21, 2020 and March 2, 2026 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Hector Hernandez Avila ("Plaintiff") brought this Action against Moss Management, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Moss Management in California at any time during the Class Period. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Plaintiff alleges that Moss Management failed to provide Settlement Class members with all required meal and rest periods, that it failed to pay all minimum and overtime wages due to its timekeeping policies and practices, and that it failed to reimburse Settlement Class members for all necessary business expenditures. The Action also alleges that as a result of these alleged violations, Moss Management failed to provide Settlement Class members with accurate and complete wage statements. As a further result of the foregoing

alleged violations, Plaintiff alleges that Moss Management engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act ("PAGA").

Moss Management denies that it has done anything wrong. Moss Management denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Moss Management, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Moss Management has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Moss Management provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Moss Management, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Moss Management, your decision about whether to participate in the Settlement will not affect your employment. California law and Moss Management's policy strictly prohibit unlawful retaliation. Moss Management will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class members:	Attorneys for Defendant Moss Management:
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	**GORDON REES SCULLY MANSUKHANI, LLP** Laura A. Walker lawalker@grsm.com 101 W. Broadway, Suite 2000 San Diego, CA 92101 Tel: (619) 696-6700 Fax: (619) XXX-XXXX grsm.com

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees of Moss Management in California who worked at any time between June 21, 2020 and March 2, 2026. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Moss Management as described below.

Moss Management has agreed to pay $485,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys' fees and expenses, settlement administration costs, and the Class Representative's Enhancement Payment.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $10,000.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be $161,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $30,000.00 for verified costs Class Counsel incurred in connection with the Action.

Enhancement Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of $10,000.00 to compensate him for his service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. $30,000.00 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the $40,000.00 the Parties have agreed to allocate to the settlement of Plaintiff's claim on behalf of the Settlement Class members under the PAGA. The remaining $10,000.00 will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately $233,333.33 and will be divided as follows:

(i) Payments to All Participating Settlement Class Members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.

(ii) PAGA Amount: In addition to the Net Settlement Amount, each Settlement Class member who was employed by Moss Management in California at any time from June 21, 2023 through March 2, 2026 (the "PAGA Period") (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Ten Thousand Dollars and Zero Cents ($10,000.00) of the Maximum Settlement Amount that has been designated as the "PAGA Amount" based on the proportionate number of workweeks worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's gross number of workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all Settlement Class members during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement).

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq*., in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be treated as follows: any payment from the Net Settlement Amount shall be allocated 80% as penalties and interest and 20% as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Release. If the Court approves the Settlement, and upon the complete funding of the Maximum Settlement Amount, all Settlement Class members who did not submit a timely and valid Request for Exclusion, will release and discharge Moss Management, and all of its past and present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or successors, and all agents, employees, officers, directors, shareholders, members, managers, holding companies, insurers, assigns, and attorneys thereof (collectively, the "Released Parties") from all claims, demands, rights, liabilities and causes of action that were pled in the Action, or which could have been alleged based on the factual allegations therein, that arose during the Class Period, including claims for: (a) unpaid minimum and overtime wages; (b) meal period violations; (c) rest period violations; (d) wage statement violations; (e) failure to indemnify for all necessary business expenditures; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims"). The period of the Released Claims shall extend to the limits of the Class Period.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Moss Management at any time during the PAGA Period will release and forever discharge all claims, demands, rights, liabilities, and causes of action for civil penalties under PAGA against the Released Parties based on Plaintiff's letter to the LWDA dated June 21, 2024 and Plaintiff's Second Amended Complaint alleging: (a) minimum wage violations, (b) overtime violations, (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to indemnify all necessary business expenditures; and (f) failure to issue accurate and compliant wage statements (collectively, the "PAGA Released Claims").

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, as stated in the accompanying Notice of Estimated Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Individual Settlement Payment. Your award is based on the proportionate number of workweeks you worked during the Class Period. The information contained in Moss Management's records regarding this factor, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Estimated Individual Settlement Payment. If you disagree with the information in your Notice of Estimated Individual Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall

determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payments will be binding on the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Moss Management during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department SSC-10 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Hector Hernandez Avila v. Moss Management Services, Inc.,* Los Angeles Superior Court Case No. 24STCV15560. You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-10 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Payment to the Class Representative. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, MOSS MANAGEMENT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

Hector Hernandez Avila v. Moss Management Services, Inc.
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 24STCV15560

Please complete, sign, date, and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

_____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

_____
Former Names (if any)

_____
New Street Address

_____
City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Moss Management Services, Inc.'s ("Moss Management") records:

(a) you were classified as a non-exempt employee and you worked ____ workweeks for Moss Management in California from June 21, 2020, through March 2, 2026; and

(b) you were classified as a non-exempt employee and you worked ____ workweeks for Moss Management in California from June 21, 2023, through March 2, 2026.

Based on the above, your Individual Settlement Payment from the Net Settlement Amount is estimated at **$_____**. Your share from the PAGA Amount is estimated to be $_____.

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

_____
_____
_____
_____
_____

If you dispute the above information from Moss Management's records, Moss Management's records will control unless you are able to provide documentation that establishes otherwise, and that Moss Management's records are mistaken. If there is a dispute about whether Moss Management's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

Signature: _____ **Date: _____**

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 21, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Hector Hernandez Avila v. Moss Management Services, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Hector Hernandez Avila ("Mr. Hernandez Avila") in claims arising from his employment with Moss Management Services, Inc., and Does 1 through 100 (collectively "Moss Management"). Mr. Hernandez Avila is an "aggrieved employee" as defined by Labor Code Section 2698 *et seq*., due to Moss Management'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 & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" include all of Moss Management's non-exempt employees who worked for Moss Management in California during the one year immediately preceding the date of this letter through the present.

Moss Management employed Mr. Hernandez Avila in the non-exempt job position of "Maintenance Technician" (or similarly titled position). Mr. Hernandez Avila was hired by Moss Management in or about July 2019 and continues to be employed by Moss Management.

During Mr. Hernandez Avila's employment with Moss Management, Moss Management failed to provide Mr. Hernandez Avila and other aggrieved employees with all legally compliant meal periods due to Moss Management's meal period policies/practices, which have resulted in late (commencing after the fifth hour of work) and short (less than 30 minutes). Furthermore, Moss Management required Mr. Hernandez Avila and other aggrieved employees to keep their cellular phones on at all times during their shifts, and Mr. Hernandez Avila and other aggrieved employees were required to respond to calls throughout their shifts, including during meal periods. Because Mr. Hernandez Avila and other aggrieved employees were required to carry their phones at all times during their shifts, Mr. Hernandez Avila and other aggrieved employees were not provided with off-duty meal periods as their meal periods were constantly interrupted with work-related calls. On those occasions when Mr. Hernandez Avila and other aggrieved employees were not provided with all legally-required meal periods to which they were

entitled, Moss Management did not always compensate Mr. Hernandez Avila 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. Upon information and belief, during at least a portion of the relevant time period, Moss Management did not always maintain a payroll code for paying meal period premiums under Labor Code § 226.7.

Moss Management has also failed to authorize and permit all required rest periods for Mr. Hernandez Avila and other aggrieved employees as Moss Management's rest period policies/practices failed to authorize and permit employees to take an off-duty rest period of at least 10 minutes for every four hours worked, or major fraction thereof. Specifically, based upon information and belief, Moss Management failed to authorize or permit Mr. Hernandez Avila and other aggrieved employees to take all off-duty rest periods due to work demands imposed by Moss Management. Furthermore, Moss Management required Mr. Hernandez Avila and other aggrieved employees to keep their cellular phone on at all times during their shifts, and Mr. Hernandez Avila and other aggrieved employees were required to respond to calls throughout their shifts, including during rest periods. On the occasions when Mr. Hernandez Avila and other aggrieved employees were not provided with all legally compliant rest periods to which they were entitled, Moss Management failed to compensate Mr. Hernandez Avila 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. Upon information and belief, during at least a portion of the relevant time period, Moss Management maintained no payroll code for paying rest period premiums under Labor Code § 226.7.

Moss Management also failed to reimburse Mr. Hernandez Avila and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, personal cellular phone expenses. Specifically, although Moss Management gave Mr. Hernandez Avila a company phone to clock in and out of his work shift, Moss Management still communicated with Mr. Hernandez Avila through Mr. Hernandez Avila's personal cell phone to answer maintenance requests, speak to company vendors, or respond to any emergencies. Despite these necessary expenditures, Moss Management failed to reimburse Mr. Hernandez Avila for his cell phone expenses. As a result, Mr. Hernandez Avila and other aggrieved employees were not reimbursed for these work-related expenditures as required pursuant to Labor Code § 2802.

As a result of Moss Management's failure to compensate Mr. Hernandez Avila and other aggrieved employees for all meal and rest period premium wages earned, Moss Management maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, Moss Management committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"):

Meal Period Violations

As alleged above, Moss Management failed to provide Mr. Hernandez Avila and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Mr. Hernandez Avila 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.").

Rest Period Violations

As alleged above, Moss Management also failed to authorize and permit Mr. Hernandez Avila and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Mr. Hernandez Avila 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.")

Wage Statement Violations

Moss Management was required to furnish Mr. Hernandez Avila and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Moss Management's failure to pay all required meal and rest period premium wages, Moss Management maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Hernandez Avila and other aggrieved employees in violation of Labor Code § 226. Moss Management's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Hernandez Avila and other aggrieved employees have suffered injury as a result.

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Moss Management failed to reimburse Mr. Hernandez Avila and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Moss Management's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code §§ 2802 and 2804 ("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 obedience to the directions of the employer.") Mr. Hernandez Avila and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

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. Moss Management failed to timely pay 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, Moss Management's failure to pay all final wages due to Mr. Hernandez Avila and other aggrieved employees was willful and, consequently, entitles Mr. Hernandez Avila and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Moss Management failed to pay their final wages after their separation, up to a maximum of thirty days.

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

a. Moss Management violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Hernandez Avila and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

b. Moss Management violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Hernandez Avila and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Hernandez Avila and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

c. Moss Management violated Labor Code § 226 by failing to furnish Mr. Hernandez Avila and other aggrieved employees with accurate and compliant itemized wage statements;

d. Moss Management violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Hernandez Avila and other aggrieved employees for all necessary expenditures incurred;

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

f. Moss Management violated Labor Code § 204 by failing to pay Mr. Hernandez Avila and other aggrieved employees all wages earned at least twice during each calendar month; and

g. Moss Management violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Hernandez Avila and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Moss Management 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: Moss Management Services, Inc. (via certified mail)

UNITED STATES POSTAL SERVICE®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 06/22/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8366 8251 89

Our records indicate that this item was accepted by the USPS at:

ORIGIN ACCEPTANCE EL SEGUNDO,CA 90245 06/21/2024 22:18

ORIGINAL INTENDED RECIPIENT:

MOSS MANAGEMENT SERVICES INC
C/O: CHRIS GRAY
15300 VENTURA BLVD STE 405
SHERMAN OAKS CA 91403-5856

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE

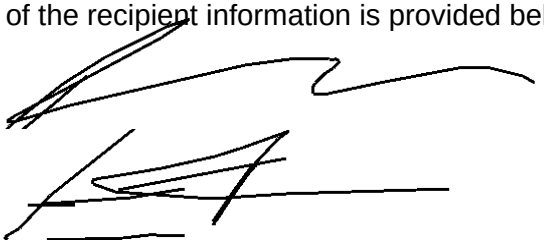
Mailer: Haines Law Group

Date Produced: 06/25/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8366 8251 89. Our records indicate that this item was delivered on 06/24/2024 at 11:20 a.m. in SHERMAN OAKS, CA 91403. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient : 15300 VENTURA BLVD STE 405, SHERMAN OAKS, CA 91403

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

MOSS MANAGEMENT SERVICES INC
C/O: CHRIS GRAY
STE 405
15300 VENTURA BLVD
SHERMAN OAKS CA 91403-5856

Customer Reference Number: C5112564.30808183