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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,

Defendants.

Case No. 24STCV15560

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

DECLARATION OF PLAINTIFF HECTOR HERNANDEZ AVILA IN SUPPORT OF APPROVAL OF CLASS ACTION AND 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 HECTOR HERNANDEZ AVILA

I, Hector Hernandez Avila, declare as follows:

1. I am an individual over the age of 18 and am the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement ("Settlement") reached in this case. 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 have worked for Defendant Moss Management Services, Inc. ("Defendant") since approximately July 2019. I am employed as a non-exempt employee in the position of "Maintenance Technician." During my employment with Defendant, I have been subject to Defendant's wage and hour policies and practices at issue in this action.

3. During my employment with Defendant, I often did not always receive a meal period until after the end of my fifth hour of work and my meal periods were often less than a full 30 minutes due to work demands. Specifically, I was required to carry a company provided phone and respond to any work-related issues during my meal periods. Because of this, many of my meal periods were interrupted and cut short. I often was not provided with rest periods in my workday due to work demands. In addition, I was required to use my personal cell phone to communicate with colleagues and respond to emergent work related issues, but I was never reimbursed for this work-related expenditure. As a result of these violations, it is my understanding that Defendant did not issue accurate wage statements.

4. I have been actively involved in this case since I first retained Haines Law Group, APC ("HLG") in June 2024. Without waiving the attorney-client privilege, I have had many discussions with the attorneys and staff at HLG, including regarding Defendant's wage and hour policies and my claims in this case, litigation strategy, potential witnesses, updates on how the case was proceeding, and how I could help the case and the potential Settlement Class members. I also provided information and documents to my attorneys to assist them in mediation and negotiating the Settlement. I also spent time reviewing and discussing the Settlement Agreement as well as other documents from my attorneys, and reviewing my own records for documents that would be potentially relevant to the case. In total, I estimate that I have spent approximately 45-

50 hours in connection with this case since I first retained HLG in 2024.

5. When I retained HLG and decided to pursue this case, I understood it could benefit former and current employees of Defendant by helping to recover unpaid wages, meal and rest period premiums, and other penalties on their behalf. I also knew there was a risk I could be liable for Defendant's costs if we lost the case. I also understood that filing a lawsuit is a public record. However, I accepted those risks because I wanted Defendant to pay its current and former employees properly and to provide them proper breaks. Even though I assumed these risks, to date, I have not suffered any actual adverse consequences because I filed this lawsuit. As far as I am aware, I have no actual or potential conflicts with any of the Settlement Class members.

6. As part of the proposed Settlement, and in exchange for my requested enhancement payment, I have also agreed to a full release of claims related to my employment with Defendant that extends beyond the release of claims applicable to other Settlement Class members.

7. I understand that my attorneys will request that the Court approve an enhancement payment of $10,000 for my efforts on behalf of the Settlement Class members, as well as my full release of claims. I believe this amount is reasonable based on the amount of time and effort I have devoted to this case, the amount of time that has passed since my lawsuit was first filed in June 2024, as well as the risks I have undertaken as a class representative, as described above. This proposed enhancement payment is not contingent upon me supporting the proposed Settlement.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on September 30, 2026 at Los Angeles, California.

Hector Hernandez Avila (Sep 30, 2026 09:59:28 PDT)

Hector Hernandez Avila