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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

LUIS SEDANO; and JONATHAN AVALOS, on behalf of themselves and others similarly situated PLAINTIFFS, v. NEW-INDY ONTARIO LLC, a Delaware Limited Liability Company; NEW-INDY OXNARD LLC, a Delaware Limited Liability Company; NEW-INDY CONTAINERBOARD LLC, a Delaware Limited Liability; NEW-INDY CONTAINERBOARD HOLD CO LLC, a Delaware Limited Liability Company; and DOES 1 through 100, inclusive DEFENDANTS.	Case No. CIVSB2216238 CLASS ACTION *Assigned to: Hon. Kevin C. Lee* **DECLARATION OF JONATHAN AVALOS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT** Date: October 26, 2026 Time: 8:30 a.m. Dept.: S26 Complaint Filed: July 28, 2022 FAC Filed: April 24, 2023

DECLARATION OF JONATHAN AVALOS

I, Jonathan Avalos, declare as follows:

1. I am an individual over 18 years of age. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked as a non-exempt, hourly-paid production employee for Defendants New-Indy Ontario LLC, New-Indy Oxnard LLC, New-Indy Containerboard LLC, New-Indy Containerboard Hold Co LLC ("Defendants") in Oxnard, California from approximately May 2020 to May 2023. During my employment, I was a Beater Helper. I was also a member of the United Steel Works Internation Union and its Local No. 675.

3. During my employment with Defendants, I regularly worked in excess of eight (8) hours in a workday and in excess of forty (40) hours per workweek. I regularly work shifts of twelve (12) hours or more. In addition to my regular compensation, I was paid bonuses, including but not limited to quarterly bonuses, and other payments such as group term life.

4. During the relevant time period, it is my understanding that Defendant had a rounding policy and practice at the Oxnard location at which I worked whereby employees covered by a collective bargaining agreement, like myself, were not allowed to clock in more than seven (7) minutes prior to the scheduled start of shift. If we clocked in earlier than seven (7) minutes before our shifts, we would be subject to discipline for unauthorized overtime, but we were also not allowed to be even one minute late without being considered tardy and also subject to discipline. If we clocked in less than seven (7) minutes before the start of our scheduled shift, our time would be rounded down to the start time, and thus I believe I was not paid for all time worked before my scheduled start time.

5. During my employment, I was not always provided timely, uninterrupted, 30-minute off-duty meal periods or paid meal period premium wages at my regular rate of pay in lieu thereof. I was also not provided second meal periods for shifts of ten (10) hours or more, or shifts for twelve (12) hours or more. I also faced issues with break coverage and could not leave my station because the plant runs constantly.

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6. During my employment, I was not always provided net 10-minute rest breaks for every four hours worked or major fraction thereof or premium wages at my regular rate of pay in lieu thereof. I was required to remain at my station during rest breaks. I also faced issues with break coverage for rest periods as well.

7. During my employment with Defendants, it is my current understanding that when I used sick time, my sick pay wages were not paid at my correct regular rate of pay.

8. I am submitting this declaration in support of the motion for preliminary approval of class and Private Attorneys General Act ("PAGA") action settlement and conditional certification of this matter as a class action.

9. I maintained contact with The Myers Law Group, A.P.C. to discuss issues concerning my employment with Defendants. I let them know that I believed that Defendants did not properly pay for all my hours worked and was not properly providing meal and rest periods. I was actively involved in this class action. I assisted in many aspects of this litigation, including the period after the lawsuit was filed and discovery was ongoing, providing areas of inquiry to my attorneys, providing my attorneys with copies of my employment records and information, and attending attorney meetings and multiple telephonic conferences.

10. I spoke to my attorneys and their staff on numerous occasions to educate my attorneys about Defendant's policies and practices regarding the payment of wages, meal and rest periods, overtime, and timekeeping practices. I communicated with my counsel throughout this litigation. I estimate that I have spent approximately 12-15 hours pursuing this case on behalf of the class.

11. I understand that I am one of the named plaintiffs and putative class representatives in the action of *Luis Sedano v. New-Indy Ontario LLC, et al*., San Bernardino Superior Court, Case No: CIVSB2216238. In other words, I understand that I am responsible for representing the interests of class members. That is, I understand that this action was brought on behalf of other similarly situated hourly employees who worked for Defendants at their Ontario and Oxnard facilities providing production services in the State of California, and thus I am acting as one of the representatives for the Class.

12. In agreeing to be a class representative, I was informed, and gladly agreed to accept, my role as a class representative, including: agreeing to represent the interests of all members of the class in the litigation to recover money damages; agreeing to represent all persons similarly situated with respect to a common course of conduct or practice; that I have claims that are typical of those of the class and do not have any claims that are antagonistic to the class members; I believe that the case involves common issues that apply to all class members; that I would always consider the interest of the class just as I would consider my own interests and put the class interests first, agreed to and did actively participate in the lawsuit—as necessary. I recognize and accept that any resolution of the lawsuit is subject to court approval and must be designed in the best interest of the class as a whole, and that I would/did follow the progress of the lawsuit and did provide all relevant facts to the lawyers for the class. I do believe that the settlement before this Court is in the best interest of the class.

13. As a class representative, I agreed to volunteer to represent or champion the interests of many other current employees, former employees, and future employees, which I believe have similar claims and injuries. I am not aware of any conflicts that exist between my interest and the interests of the class that would impair or affect my ability to serve as representative for the class. I understand my duties and responsibilities to the proposed class and I will continue to carry out those duties as necessary.

14. Because of the importance of the case and the necessity that all class members benefit from the lawsuit equally, the savings of time, money, and effort should benefit all parties and the court. I believe that class actions are an important tool to assure compliance with the law even where an individual's loss may be relatively small.

15. I believe that the Class Action and PAGA Settlement Agreement and Class Notice in the gross amount of $680,000.00 obtained on behalf of the class in this case is excellent in view of the complex and varied issues involved with the case. Accordingly, I strongly support the settlement in this matter. When I was contemplating settlement, I always kept the best interests of the class in mind over my own and I was not willing to settle the matter until I felt it was in the best interest of all class members.

16. After the parties mutually accepted the mediator's proposal in May 2026, my attorneys provided me with a copy of the settlement agreement, which I completely and carefully reviewed. I then signed the settlement agreement and returned it to my attorneys.

17. I have no claim antagonistic to the class. I accepted the potential risk of being liable for the opposing parties' costs if this lawsuit was unsuccessful, I have accepted the stigma of being a class representative in a class action labor dispute which potentially affected my potential future employability.

18. Furthermore, it is my opinion that my $10,000.00 request for my class representative service award and general release is fair, reasonable, and adequate. I actively pursued this case and these claims and I have accepted the potential risk of being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. I do understand that the service award, or amount, is not guaranteed and believe the requested amount is fair and reasonable in light of my work experience and the fact that I am giving up my rights to sue Defendants as part of this settlement by signing a general release pursuant to Civil Code §1542.

19. While I truly believe that I was doing the right thing in pursuing this case, I do believe that I have paid a price for the greater good of other employees, who will now obtain concrete relief through the terms of the proposed settlement.

20. I support the attorneys' request for fees as I believe the combined fee request of one-third of $680,000.00, or the amount of $226,666.67, is fair and reasonable. I believe that the reimbursement of litigation costs not to exceed $25,000.00, exclusive of Settlement Administration Costs, is reasonable in light of the excellent work and favorable result my attorneys achieved for the members of the class.

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21. I have discussed the terms of the settlement with my attorneys, as well as reviewed the settlement agreement, and based on the information provided, I believe the settlement to be fair, adequate, and reasonable for the entire Class and me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Oxnard, California.

Dated: 09/30/2026

By: Jonathan Avalos (Sep 30, 2026 18:45:48 PDT)
JONATHAN AVALOS