

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq., CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861
Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

VICTOR FIGUEROA, ALDEN
PEREZ, CYNTHIA IZQUIERDO, and
KENNETH ZIEG on behalf of
themselves and all others similarly
situated,

Plaintiffs,

vs.

MULTI-COLOR CORPORATION, an
Ohio Corporation; WS PACKAGING
GROUP, INC.; and DOES 1-50, inclusive,

Defendants.

Case No. 24CV000347

*[Assigned to the Hon. Joseph J. Solga, Dept.
B]*

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 20, 2026
Time: 8:30 a.m.
Dept.: B

Action Filed: March 7, 2024
Trial Date: None Set

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1 representation as Class Counsel to all aggrieved employees in this litigation. Currently, my firm is
2 serving as lead counsel in at least twenty-five wage-and-hour class actions and as co-counsel in at
3 least twenty additional wage-and-hour class actions.

4 7. I have been selected as a “Super Lawyer Rising Star” in the area of Employment
5 Litigation for the years 2017 through 2021. Between 2022 and 2026, I was selected as a “Super
6 Lawyer,” a distinction reserved for the top 2.5% of attorneys in my practice area. I have also been
7 recognized by TopVerdicts.com for securing several of the top wage-and-hour class action and PAGA
8 settlements in California.

9 8. My office has undertaken substantial efforts in investigating and prosecuting the
10 matter. These efforts have directly contributed to the creation of a significant settlement fund for
11 the benefit of the Class. Throughout the litigation, we have diligently advanced the claims,
12 including engaging in substantive and informed negotiations with Defense counsel. These
13 exchanges enabled both sides to assess the strengths and weaknesses of their respective positions,
14 ultimately facilitating a fair and reasonable resolution.

15 9. These efforts have directly contributed to the creation of a significant settlement
16 fund for the benefit of the Class.

17 10. Given the inherent risks of continued litigation, including contested legal and factual
18 issues, Plaintiffs’ counsel believes the proposed Settlement is fair, reasonable, and adequate. The
19 Settlement was the product of arm’s-length negotiations between experienced counsel, facilitated
20 by an experienced mediator, and was reached following an appropriate and thorough exchange of
21 relevant information and documents. Accordingly, Plaintiffs respectfully request that the Court
22 grant preliminary approval of the Settlement, conditionally certify the proposed Class under Code
23 of Civil Procedure § 382 for settlement purposes, approve the proposed Class Notice, appoint
24 Plaintiffs’ counsel as Class Counsel, appoint the Settlement Administrator, and schedule a hearing
25 for final approval of the Settlement.

26 11. The Settlement is the result of extensive, arm’s-length negotiations between the
27 Parties, facilitated by an experienced mediator with expertise in wage-and-hour class actions. While
28 the negotiations were conducted cordially and professionally, they were also adversarial and entirely

1 non-collusive. The resolution achieved is the product of significant time, effort, and advocacy by both
2 Parties and their counsel.

3 12. Although Plaintiffs and Class Counsel were confident in the strength of their claims
4 and believed that class certification could be achieved, they also recognized the inherent risks, costs,
5 and complexity of continued litigation. These risks included the potential for adverse rulings at class
6 certification, summary judgment, trial, or on appeal, which could delay or eliminate recovery for
7 Class Members. Moreover, had Defendants prevailed on any of their asserted defenses, Class
8 Members may have received little or no monetary relief. In light of these considerations, Plaintiffs
9 and Class Counsel believe the Settlement represents an excellent result under the circumstances.

10 13. The Settlement provides for fair and proportionate payments to each Settlement Class
11 Member based on the number of Compensable Workweeks worked during the Class Period. As
12 described above, Plaintiffs and their counsel conducted a diligent investigation of the claims and
13 defenses on behalf of the Class to maximize recovery while avoiding the additional expense and delay
14 associated with protracted litigation. After carefully evaluating the significant risks of continued
15 litigation and weighing them against the certainty and benefits of the proposed compromise as set
16 forth in the Settlement Agreement, Plaintiffs and their counsel believe the Settlement is fair,
17 reasonable, and in the best interest of the Class.

18 14. Plaintiffs' counsel brought substantial experience and judgment to bear in negotiating
19 the Settlement. As detailed herein, counsel engaged in comprehensive informal discovery,
20 investigation, sampling, and expert analysis to ensure informed decision-making throughout the
21 process. This included review and evaluation of a significant volume of documents, including
22 Defendants' policies and procedures, personnel files, wage statements, and time records. Counsel
23 also performed extensive analysis and extrapolation of the class-wide data produced by Defendants
24 to assess potential damages and evaluate the strength of the claims.

25 15. Based on our collective experience litigating wage-and-hour matters, including
26 complex class and PAGA actions, I believe that Class Counsel are all well qualified to evaluate the
27 merits of the class claims and the viability of Defendants' defenses in this action. In our professional
28 judgment, the recovery provided to each Class Member under the Settlement is fair, reasonable, and

1 adequate. Settlement at this stage serves the best interests of the Class by providing meaningful
2 compensation while avoiding the delays and uncertainties of continued litigation, including class
3 certification, trial, and potential appeals.

4 16. Plaintiffs' counsel, as well as Defendants' counsel, fully endorse the terms and
5 conditions of the Settlement as set forth in the above-mentioned Settlement Agreement.

6 17. Of course, the Settlement Amount represents a compromise figure, taking into account
7 the various risks surrounding class certification and the merits of Defendants' asserted defenses.
8 Nevertheless, the Settlement provides fair and adequate payments to the Class Members, with no
9 reversion to Defendants.

10 18. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
11 approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as
12 preliminarily approve the requested attorneys' fees and costs and service award to the Class
13 Representative.

14 19. The proposed Class Notice and proposed plan for the Settlement Administrator to mail
15 the Class Notice to the last known address of all Class Members complies with all the requirements
16 of California Rule of Court 3.79(f) and 3.766(b). The contents of the proposed Class Notice include
17 (1) the material terms of the Settlement; (2) the proposed attorneys' fees and costs and the Settlement
18 Administration Costs; (3) details about the final fairness hearing and how Class Members may elect
19 to exclude themselves or make an objection; and (4) how Class Members can obtain additional
20 information.

21 20. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs
22 entered into a Joint Prosecution Agreement with their counsel of record. The JPA governs the division
23 of responsibilities and attorneys' fees among counsel, and Plaintiffs provided informed written
24 consent after full disclosure.

25 I declare under penalty of perjury under the laws of the state of California that the foregoing
26 is true and correct on this 23rd day of February 2026, in Los Angeles, California.

27 */s/ Mehrdad Bokhour*

28 By: _____

Mehrdad Bokhour, Esq.