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

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

16 Plaintiffs,

17 vs.

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

21 Defendants.

Case No. 24CV000347

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

**DECLARATION OF JOSHUA
FALAKASSA 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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I, Joshua Falakassa, say and declare, as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Falakassa Law, P.C., and I serve as attorney of record, along with Mehrdad Bokhour of The Bokhour Law Group, P.C., Brian Makin and Misty Lauby of Lauby, Mankin & Lauby LLP, and Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC, on behalf of Plaintiffs Victor Figueroa, Alden Perez, Cynthia Izquierdo, and Kenneth Zieg (collectively, “Plaintiffs”) and the Putative Class.

2. I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

4. I have been a member, in good standing, of the State Bar of California since 2013. I am admitted to practice before all California state courts and the United States District Court of California for the Northern, Central District, and Eastern Districts. I have litigated class action and Private Attorney General Act (“PAGA”) representative action cases in various courts across California.

5. I am a 2013 graduate from the University of California, Berkeley, School of Law (“Boalt Hall”), where I completed courses in Labor Law, Employment Discrimination, and Labor/Employment arbitration. During law school, I served as a summer associate at Sanford, Wittels, and Heisler LLP, a boutique plaintiffs’ side employment law firm focusing on FMLA wage and hour class action litigation and other public interest lawsuits. As a second-year law student, I served as a summer associate at the San Francisco office of Littler Mendelson, P.C. I aided employers in defending wage and hour class action lawsuits filed under California and federal law.

6. From August 2018 to January 2019, I was an associate at the Paul Haines Law Group, where I actively managed a caseload of more than 50 class and representative PAGA action lawsuits in California and federal courts.

7. Thereafter, as principal of Falakassa Law, P.C., I have handled nearly 100 employee vs. employer litigation matters, including more than 40 class action wage/hour and PAGA cases. Over

1 the last few years, my practice has almost entirely consisted of representing employees, the majority
2 of which has included class action and representative action wage and hour matters. In total, I have
3 handled upwards of 90 class action and representative action wage/hour cases.

4 8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the
5 years 2017 through 2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice
6 area. I have also been recognized by Topverdicts.com for achieving Top 1, Top 20 and Top 50 wage
7 and hour class and/or PAGA action settlements in California in 2021-2024.

8 9. My firm has the experience, resources, and means necessary to allow us to provide
9 adequate representation to all Settlement Class Members in this Action.

10 10. Currently, my firm is acting as counsel in at least thirty wage-and-hour class actions.

11 11. My office has devoted substantial time, effort, and resources to the investigation and
12 prosecution of this matter. From the outset, we conducted a thorough factual and legal evaluation of
13 the claims, analyzed payroll and timekeeping data, reviewed relevant policies and documents, and
14 engaged in extensive discussions with defense counsel. These efforts directly contributed to the
15 creation of a meaningful settlement fund for the benefit of the Class. Throughout the litigation, we
16 prosecuted the case diligently and strategically, engaging in substantive, informed negotiations that
17 allowed both sides to realistically evaluate the strengths and weaknesses of their respective positions.
18 Those efforts ultimately facilitated the resolution now before the Court.

19 12. The settlement fund achieved in this matter is the product of that sustained advocacy
20 and reflects the substantial work performed by my office in advancing the Class’s interests.

21 13. In light of the inherent risks of continued litigation—including contested issues of law
22 and fact, potential challenges to class certification, summary judgment proceedings, trial, and
23 appeal—I believe the proposed Settlement is fair, reasonable, and adequate. The Settlement was
24 reached only after arm’s-length negotiations between experienced counsel, facilitated by a respected
25 mediator with expertise in wage-and-hour class actions. The Parties exchanged sufficient information
26 to permit an informed evaluation of liability and damages before reaching agreement. Accordingly, I
27 respectfully request that the Court grant preliminary approval of the Settlement, conditionally certify
28 the proposed Class for settlement purposes pursuant to Code of Civil Procedure § 382, approve the

1 proposed Class Notice, appoint Plaintiffs' counsel as Class Counsel, appoint the Settlement
2 Administrator, and set the matter for final approval hearing.

3 14. The Settlement is the result of extensive, non-collusive, arm's-length negotiations.
4 While the negotiations were conducted professionally, they were adversarial in nature, with each side
5 vigorously advocating its position. The ultimate compromise reflects significant effort, strategic
6 analysis, and advocacy on behalf of the Class.

7 15. Although I was confident in the strength of Plaintiffs' claims and believed that class
8 certification was achievable, I also recognized the significant risks, expense, and delay associated
9 with continued litigation. These risks included the possibility of adverse rulings at class certification,
10 summary judgment, trial, or on appeal, any of which could have substantially reduced or eliminated
11 recovery for Class Members. Defendants asserted numerous defenses that, if accepted, could have
12 limited or barred recovery. Taking these litigation risks into account, I believe the Settlement
13 represents an excellent result under the circumstances.

14 16. The Settlement provides fair and proportionate payments to each Settlement Class
15 Member based on the number of Compensable Workweeks worked during the Class Period. In
16 reaching this resolution, I conducted a careful evaluation of the claims and defenses, weighing the
17 strengths of the case against the uncertainties of continued litigation. In my professional judgment,
18 the certainty and immediacy of the benefits secured through the Settlement outweigh the risks, delay,
19 and expense of further proceedings.

20 17. In negotiating the Settlement, I relied upon my experience litigating wage-and-hour
21 class and representative actions. My office conducted comprehensive informal discovery,
22 investigation, data analysis, and, where appropriate, sampling and damages modeling. This included
23 reviewing Defendants' policies and procedures, personnel records, wage statements, and timekeeping
24 data, as well as analyzing class-wide information to evaluate potential exposure and recovery. These
25 efforts ensured that the Settlement was reached with a full understanding of the merits and potential
26 value of the claims.

27 18. Based on my experience handling complex wage-and-hour litigation, including class
28 and PAGA matters, I am well positioned to evaluate the strengths of the claims and the viability of
Defendants' defenses. In my professional judgment, the recovery provided under the Settlement is

1 fair, reasonable, and adequate. Resolving this matter at this stage serves the best interests of the Class
2 by providing meaningful compensation without the delay and uncertainty associated with further
3 litigation.

4 19. Both Plaintiffs' counsel and Defendants' counsel support and endorse the terms and
5 conditions of the Settlement as set forth in the Settlement Agreement.

6 20. The Settlement Amount reflects a reasoned compromise that accounts for the litigation
7 risks associated with class certification, liability, and damages. Importantly, the Settlement provides
8 meaningful monetary relief to Class Members with no reversion of funds to Defendants. In my view,
9 it represents a fair and equitable resolution of the claims at issue.

10 21. 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 awards to the Class
13 Representatives.

14 22. 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 23. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs
22 entered into a Joint Prosecution Agreement ("JPA") with their counsel of record. The JPA governs
23 the division of responsibilities and attorneys' fees among counsel, and Plaintiffs provided informed
24 written 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 24th day of February 2026, in Los Angeles, California.

27 By: /s/ Joshua Falakassa

28 Joshua Falakassa, Esq.