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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 PLAINTIFF
KENNETH ZIEG IN SUPPORT OF
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT**

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

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

DECLARATION OF KENNETH ZIEG

I, KENNETH ZIEG, declare as follows:

1. I am an individual over the age of 18 and one of the named plaintiffs in this matter. This declaration is submitted in support of approval of the proposed class action and PAGA 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 worked for Defendants W/S Packaging Group, Inc. and Multi-Color Corporation (collectively, “Defendants”) as a non-exempt employee at Defendants’ Fullerton, California location from approximately October 2021, until commencing a medical leave of absence in approximately February 2024. Throughout my employment with Defendants, my job duties included maintaining and operating industrial label printing machines.

3. During my employment with Defendants, I was required to put on my protective gear, such as hearing protection, gloves, boots, and eye protection, before I was able to clock in for my shifts, and was only allowed to remove my protective gear after I had clocked out. This rule also applied during my meal periods, where I was required to clock out before taking off my protective gear in order to start my meal period and required to put my protective gear back on before clocking back in at the end of my meal period. I believe that I was not paid for any of this time putting on and taking off my protective gear. Additionally, for a period of time during my employment, there was a timeclock at only one of the two possible entrances to Defendants’ Fullerton facility, which took approximately two minutes to walk to from the entrance that did not have the timeclock. If I had to enter the facility from the entrance without a timeclock, I would need to walk for two minutes before reaching the timeclock, and I was not paid for this time. Also, Defendants required me to be clocked back in from my meal periods by exactly 30 minutes after I had clocked out. However, during the time I was clocked out, I still needed to both take off my protective gear after clocking out for my meal period and put on my protective gear before clocking back in after my meal period, as well as walk between the timeclock and the breakroom. I was never allowed to take more than one meal period during my shifts, regardless of how long I worked, even when I worked shifts over 10 hours. Similarly, I was

1 only allowed to take exactly 10 minutes for my rest periods throughout my employment with
2 Defendants, which started from the time I first left my workstation, despite the fact that the
3 distance from my workstation to the breakroom was approximately a two-minute walk. I was
4 then expected to be back at my workstation by no later than the end of the 10-minutes. Further, I
5 was required to carry my cell phone and a walkie-talkie with me at all times and to respond to
6 any incoming calls from my supervisors, even when I was in the middle of my meal and rest
7 periods.

8 4. Throughout my employment with Defendants, I also received shift differential
9 payments. However, even if Defendants ever paid me an additional hour of premium pay or sick
10 pay, I was always paid at my base rate of pay. Finally, Defendants required me to use my
11 personal cell phone to receive daily phone calls from Defendants' supervisors regarding work-
12 related questions or updates and use the Dayforce app to record my hours. Despite using my
13 personal cell phone for work purposes, Defendants did not reimburse me for any portion of my
14 monthly cell phone bill.

15 5. On April 18, 2024, I filed a class action lawsuit against Defendants in Orange
16 County Superior Court, entitled *Kenneth Zieg v. W/S Packaging Group, Inc., et al.*, Case No.
17 30-2024-01394886-CU-OE-CXC. I later learned that other employees of Defendants had filed
18 this action shortly before I had filed my lawsuit against Defendants, which asserts overlapping
19 claims against Defendants. Therefore, I agreed to join this lawsuit and proceed collectively in
20 order to reach a settlement.

21 6. When I first filed my lawsuit, I understood that it had the chance to benefit
22 Defendants' other workers by helping them recover money and penalties they were owed. I felt
23 that Defendants were not following the law, and I wanted Defendants to comply with the law
24 and treat their employees fairly. I feel that the other named plaintiffs in this matter and I have
25 taken on a greater burden than any of the other settlement class members because I have been
26 actively involved in the litigation since it began, and because it is my name that is attached to
27 the lawsuit. Although I was aware that I would be filing a public lawsuit, I chose to move
28 forward with the case anyway. Through my efforts, Defendants have agreed to a settlement that

1 will benefit current and former employees of Defendants, and I believe that I should be
2 compensated for carrying the burden of this litigation for the benefit of the other employees.

3 7. I have been actively involved in this case since before it was even filed. Among
4 other things, I searched for relevant documents for use in the lawsuit, provided factual
5 information and relevant documents to my attorneys, had dozens of phone calls with my
6 attorneys to discuss the claims in the lawsuit and Defendants' practices, discussed the status of
7 the case and general case strategy with my attorneys on multiple occasions, provided valuable
8 input to assist my attorneys in preparing for mediation, made myself available during the
9 mediation that lead to this settlement, reviewed and provided input regarding the settlement in
10 this case, and otherwise assisted my attorneys in moving this case towards resolution. I estimate
11 that I have spent approximately 20-25 hours in total on these activities.

12 I declare under penalty of perjury under the laws of the state of California and the
13 United States that the foregoing is true and correct. Executed on Nov 28, 2025 at
14 Long Beach, California.

15 *Kenneth Zieg*
Kenneth Zieg (Nov 28, 2025 21:14:40 PST)

16 Kenneth Zieg
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