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12 Attorneys for Defendants,

13 MONARCH LITHO INC. and ROBERT LOPEZ

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF RIVERSIDE**

16 ARMANDO ASCENCIO, on behalf of himself
17 and all others similarly situated, and the general
18 public,

19 Plaintiffs,

20 v.

21 MONARCH LITHO INC., a California
22 corporation, ROBERT LOPEZ, a natural
23 individual and DOES 1-50, inclusive,

24 Defendants.

CASE NO.: 24STCV27524

ASSIGNED FOR ALL PURPOSES TO
JUDGE CAROLYN B. KUHL, DEPT. 12

CLASS ACTION

**DECLARATION OF EVELYN
ZARRAGA, ESQ. REGARDING STATUS
OF ESCALATOR CLAUSE IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

CASE FILED: October 21, 2024

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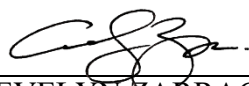
1 participated in mediation). If the number of Class Members and/or Work Weeks as of the date the
2 Court approves the settlement exceeds the number of Class Members and/or Work Weeks by more
3 than 10%, the Gross Settlement Amount, including the Class Counsel Fees Payment, will increase
4 proportionally according to the number of additional Work Weeks or Class Members above 110%
5 of Defendants' estimates, whichever results in a higher increase in the Gross Settlement Amount. In
6 the alternative, Defendants may elect to end the Class Period and PAGA Period on an earlier date
7 at the Defendants' discretion in order to limit the covered Work Weeks and the number of Class
8 Members to no more than 110% of Defendants' estimates ("Alternate End Date"). Defendants and
9 Defense Counsel shall cooperate with Class Counsel in timely providing information prior to the
10 filing of Plaintiff's Motion for Preliminary Approval regarding whether the escalator clause has
11 been triggered and, if applicable, whether Defendants are electing to shorten the Class Period and
12 PAGA Period pursuant to this paragraph."

13 7. Pursuant to Paragraph 9 of the Settlement Agreement, Defendants, through counsel,
14 confirm that as of July 11, 2025, the Escalator Clause has not been triggered. As of that date, there
15 are 112 putative Class Members and 18,104 Workweeks. The Escalator Clause would be triggered
16 if the number of Class Members exceeds 122 (i.e., 110% of the estimated 111 Class Members) or if
17 the number of Workweeks exceeds 19,638 (i.e., 110% of the estimated 17,853 Workweeks).
18 Accordingly, the class size may increase by up to 10 additional Class Members and 1,534 additional
19 Workweeks without triggering the Escalator Clause. At this time, Defendants do not anticipate that
20 the Escalator Clause will be triggered as of the date the Court grants preliminary approval of the
21 settlement, as there are currently only 14 active Class Members and no new hires are expected.

22 8. I provided the class data to Apex Class Action Administration ("Apex"), the
23 settlement administrator jointly selected by the parties. Apex has reviewed the data and confirmed
24 that, as of July 11, 2025, the Escalator Clause has not been triggered.

25 I declare under penalty of perjury pursuant to the laws of the State of California that the
26 foregoing facts are true and correct.

27 Executed on July 24, 2025, at Encino, California.

28 

EVELYN ZARRAGA