

IN THE SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

MIRIAN MAROQUIN and HUMBERTO
MORALES, on behalf of themselves and all
similarly situated individuals;

PLAINTIFFS,

vs.

TELEFERIC BARCELONA PA, LLC, and
DOES 1 to 100;

DEFENDANTS.

Case No. 21CV388821

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I GET THIS NOTICE?

The records of Teleferic Barcelona PA, LLC (“Teleferic”) indicate that you were employed by Teleferic at some time between October 21, 2017, and October 13, 2022 (the “Class Period”) as a current or former non-exempt server, busser, cook, host, or other similar title. This Notice explains that for settlement purposes only, the Court has granted preliminary approval of this class action settlement that may affect you. You have legal rights and options that you may exercise at this time.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiffs, two former employees who worked for Teleferic, filed a class action lawsuit on behalf of themselves and similarly-situated employees claiming that Teleferic violated California labor laws by: (1) failing to pay all wages for all hours worked, including minimum, regular, overtime and double-time wages; (2) failing to provide meal periods or compensation in lieu thereof; (3) failing to provide rest breaks or compensation in lieu thereof; (4) failure to provide accurate and itemized wage statements; and (5) failing to timely pay wages owed upon termination of employment.

Teleferic denies any wrongdoing, denies Plaintiffs’ allegations, and contends it was in full compliance with all California labor laws.

The Court has not ruled on whether Plaintiffs’ allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Teleferic have negotiated a settlement whereby Teleferic has agreed to pay One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to resolve all of the class claims listed above. The Settlement is not an admission by Teleferic of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The Class consists of all of Teleferic’s current and former non-exempt server, busser, cook, host, or other similar title (collectively “Non-Exempt Employees”) who worked anytime during the Class Period in California (an “Eligible Position”).

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

A. Teleferic will pay \$150,000.00 to settle the claims. A Settlement Administrator has been appointed to administer the settlement. The Settlement Administrator will pay from the \$150,000: (1) costs of administering the claims up to \$9,250; (2) attorneys’ fees up to \$52,500 plus documented costs up to \$5,000; (3) an enhancement not to exceed \$5,000 each to Plaintiffs for their work on the class claims; and (4) \$15,000 to the California Labor Workforce Development Agency (“LWDA”).

B. Your individual share will be based on the number of workweeks you worked for Teleferic during the Class Period in an Eligible Position. The amount of money you receive will be based on the size of your share in comparison to the size of all class members' shares combined. The Settlement Administrator will assign to each class member a "Settlement Ratio," which will be a fractional number comprised of (a) the number of workweeks that class member worked for Teleferic in an Eligible Position during the Class Period as the numerator, and (b) the aggregate total number of workweeks that all class members worked in Eligible Positions during the Class Period as the denominator. The Settlement Administrator will assign to each Class Member the "Settlement Share" which will be calculated by multiplying that class member's Settlement Ratio by the amount allocated to class members from the net settlement amount.

C. If you do not exclude yourself from the settlement (according to the procedures explain below), you will release Teleferic and its parents, future parents, predecessors, successors (including but not limited to Teleferic Barcelona PA, LLC), subsidiaries, affiliates, partners, assigns, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, other service providers, and assigns ("Releasees") as follows:

from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on their behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance (the "Released Claims").

V. WHAT ARE MY OPTIONS?

A. **You may accept your share of the \$150,000 settlement.** You will be deemed to have accepted your share of the \$150,000 settlement if you do not submit a timely and valid request to be excluded from the settlement as described in this Notice. In accepting your settlement share, you will waive all "Released Claims" as described above.

B. **You may accept your share of the \$150,000.00 settlement but dispute the number of your workweeks.** If you do not agree with the number of workweeks stated on the attached Information Sheet, you should provide the corrected information and fully fill out the attached Information Sheet. Write down all dates that you worked or the number of workweeks you worked in an Eligible Position during the Class Period. Return the Information Sheet and any documents to support your position by mail to the Settlement Administrator, Phoenix Class Action Administrators, at the following address: P.O. Box 7208, Orange, California 92863, or by calling (800) 523 5773. The Settlement Administrator will read the documents both you and Teleferic provide and make the final determination of the amount of your settlement award. Your Information Sheet and any supporting documentation must be postmarked by March 10, 2023, to be valid. Once the dispute is resolved by the Settlement Administrator, and if the Settlement is finally approved by the Court, you will be sent a check for your Settlement Share and you will have released all "Released Claims" as described above.

C. **You may exclude yourself from the class action settlement.** If you exclude yourself from the class action settlement, you will no longer be a member o the Class so you will not receive any class action settlement money and you will not be bound by the class settlement Release. To be excluded from the class action settlement, you must send by mail, postmarked by March 10, 2023, a written letter requesting that you be excluded from the class action with your name, address, telephone number, and signature to the Settlement Administrator, Phoenix Class Action Administrators, at the following address: P.O. Box 7208, Orange, CA 92863.

D. **You may object to the settlement.** If you want to object to the settlement because you find it unfair, unreasonable, or inadequate, you may do so according to the procedures set forth below in paragraph IX. By objecting, you are not excluding yourself from the settlement. To do so, you should follow the procedures below. If the Court approves the settlement despite your objection, you will be sent a check for your settlement share and you will be bound by the Release described above. The Court will consider the merits of all timely objections, whether or not the objector appears at the final fairness hearing.

VI. WHAT IS MY ESTIMATED SHARE?

Your *estimated* share is [insert estimated share]. This amount was calculated based on Teleferic's records, which show you worked approximately [insert class member workweeks] workweeks in an Eligible Position. This amount is an estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including whether other class members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs.

VII. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the \$150,000 settlement and issue you a check for your settlement share.

B. The settlement shares are allocated 15% each to wages (for which employment taxes will be deducted and W-2s issued) and 85% to interest and penalties (for which 1099s will be issued).

C. You will have one hundred and eighty (180) calendar days from the date of the check's issuance to cash your settlement check. After the expiration of the 180-day period, any amounts from settlement checks that remain uncashed and otherwise unclaimed, plus any interest that has accrued on those funds, will be paid to the Legal Aid at Work, in accordance with California Code of Civil Procedure § 384.

D. It is important for the parties to have your current address in order to be able to send you other mailings regarding this case. You should contact the Settlement Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in your not receiving money from the settlement.

VIII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held by the Court at 1:30 p.m. on April 13, 2023, in the Superior Court for the County of Santa Clara, 191 N. First Street, San Jose, California 95113, Dept. 1 (Judge Sunil Kulkarni), to decide whether or not the proposed settlement is fair, reasonable, and adequate. You do not have to attend the hearing. Class Counsel will answer any questions the Judge may have. But, you are welcome to attend at your own expense.

IX. PROCEDURES FOR EXCLUSION FROM SETTLEMENT

If you wish to exclude yourself from the settlement, and any payment of amounts under the Agreement, as described above, you must mail a letter to the Settlement Administrator stating that you want to be excluded from the Settlement. This letter must include your name, address, telephone number, and signature on or before 45 days from the mailing of this Notice. The objection must be mailed to the Settlement Administrator as follows:

To Settlement Administrator:
Marroquin et al. v. Teleferic Barcelona PA, LLC
Settlement Administrator
c/o Phoenix Class Action Administrators
P.O. Box 7208
Orange, CA 92863

X. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you wish to object to the settlement as described above, you are strongly encouraged to do two things: (1) submit an objection in writing to the Settlement Administrator stating why you object to the settlement on or before 45 days from the mailing of this Notice; and (2) formally intervene into the court action as an aggrieved party by filing separate paperwork with the Court through your own independent legal counsel or as a *pro per*.

The written objection should be mailed to the Settlement Administrator as follows:

To Settlement Administrator:
Marroquin et al. v. Teleferic Barcelona PA, LLC
Settlement Administrator
c/o Phoenix Class Action Administrators
P.O. Box 7208
Orange, CA 92863

The written objection must state your full name, address, and the dates of your employment with Teleferic. The written objection must state the basis for each specific objection and any legal support in clear and concise terms. The written objection also should state whether you or your lawyer plan to formally intervene in the action and intend to appear and object at the Final Approval Hearing. Class Counsel will file any objections received with the Court within 5 business days of receipt. Objectors will be provided with the opportunity to speak at the final approval hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand.

If you do not timely object to the settlement and also formally intervene into the court action as set forth above, you may waive your right and standing to appeal the class settlement judgment that ultimately is entered by the Court. If you send an objection and formally intervene in the action, you may come to Court and be heard, but you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Final Approval Hearing. The Court will provide objectors the opportunity to speak at the Final Approval Hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand.

XI. EXAMINATION OF COURT PAPERS AND INQUIRIES

This Notice summarizes the class action settlement. To obtain additional information regarding the settlement you may: (1) call the Settlement Administrator at (800) 523 5773; (2) inspect the complete court file as maintained by the Clerk of the Superior Court for the County of Santa Clara, 191 N. First Street, San Jose, California 95113, Department 1 (Judge Sunil Kulkarni); or (3) access the court file via the Santa Clara County Superior Court's website (information about filed civil cases can be found on the Court's general website at www.sccourt.org).

If you have any questions or comments regarding this Notice, the claims asserted in this class action and/or your rights regarding the settlement, you may contact any of the attorneys for the Class listed below ("Class Counsel"). You will not be charged for speaking with these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. The attorneys by the Court to represent the class of employees are:

Manny Starrt, Esq.
Adam Rose, Esq.
Frontier Law Center
23901 Calabases Rd., Suite 2074
Calabasas, CA 91302
(818) 914 3433
manny@frontierlawcenter.com

The Settlement Agreement and, ultimately, the order giving final approval to the Settlement will be posted on the Settlement Administrator's website at www.phoenixclassaction.com/teleferic-barcelona/.