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Attorney for Plaintiffs
Miriam Maroquin, et al.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

MIRIAM MARROQUIN, HUMBERTO
MORALES, on behalf of themselves and all
similarly situated individuals,

Plaintiffs,

v.

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

Defendants.

) CASE NO. 21CV388821

)
) **DECLARATION OF KEVIN LEE WITH**
) **RESPECT TO NOTICE AND**
) **SETTLEMENT ADMINISTRATION**

)
)
) Date: April 13, 2023
) Time: 1:30 p.m.
) Dept: 1

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Maroquin, et al. v. Teleferic Barcelona PA, LLC* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) calculating, processing and mailing payments to the Class Representatives, Class Counsel, LWDA and Settlement Class Members; (ii) printing, mailing and emailing the Notice Packets to the Settlement Class Members as directed by the Court; (iii) establishing and maintaining a website containing information about the Settlement; (iv) receiving and reporting the objections and requests for exclusion; (v) calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and Aggrieved Employee Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and Aggrieved Employee Payments; (vi) processing and mailing tax payments to the appropriate state and federal taxing authorities; (vii) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (viii) posting notice of entry of judgment on its website; and (ix) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

3. On November 3, 2022 and December 15, 2022, Phoenix received data files from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained four hundred thirty (430) individuals identified as Class Members.

4. On January 24, 2023, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

1 5. On January 24, 2023, Phoenix mailed the Notice via U.S. first class mail, in English
2 and Spanish, to all four hundred thirty (430) Class Members on the Class List. A true and correct
3 copy of the mailed Notice is attached hereto as **Exhibit A**.

4 6. As of the date of this declaration, one hundred nine (109) Notices have been returned
5 to Phoenix. None were returned with a forwarding address. For the one hundred nine (109) Notices
6 returned from the Post Office without a forwarding address, Phoenix attempted to locate a current
7 mailing address using TransUnion TLOxp, one of the most comprehensive address databases
8 available for skip tracing. Of the one hundred nine (109) Notices that were skip traced, forty-eight
9 (48) updated addresses were obtained and the Notice was promptly re-mailed to those Class
10 Members via first class mail.

11 7. As of the date of this declaration, sixty-one (61) Notices remain undeliverable since
12 an updated address could not be obtained via skip trace.

13 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
14 from Class Members. The deadline to request exclusion from the Class Settlement was March 10,
15 2023.

16 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
17 from Class Members. The deadline for objecting to the Class Settlement was March 10, 2023.

18 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
19 from Class Members. The deadline for submitting a dispute was March 10, 2023.

20 11. There are four hundred twenty-nine (429) Class Members who did not submit timely
21 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
22 99.77% of the Class. Settlement Class Members have worked a collective total of six thousand four
23 hundred sixty-seven (6,467) Workweeks during the Class Period. Each Workweek is valued at
24 approximately \$8.49.

25 12. The Escalator Clause of the Settlement Agreement indicates if the actual Workweeks
26 during the Class Period exceed thirteen thousand six hundred seventy-one (13,671) by more than
27 20% (i.e. if more than 16,405 Workweeks), the Gross Settlement Amount shall be increased
28

1 proportionately by the increase over thirteen thousand six hundred seventy-one (13,671). Since the
2 total workweeks did not exceed such cap, the Escalator Clause was not effectuated.

3 13. The Net Settlement Amount of \$58,650.00 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$52,500.00),
5 and Class Counsel costs (\$8,350.00), requested Enhancement Payment to Plaintiffs Maroquin and
6 Morales for \$5,000.00 each (totaling \$10,000.00), seventy-five percent of the PAGA
7 Amount (\$11,250.00) to be paid to the LWDA, and the requested Settlement
8 Administration Costs (\$9,250.00) from the Gross Settlement Amount (\$150,000.00).

9 14. Based upon the calculations stipulated in the Settlement, the highest Individual
10 Settlement Share to be paid is approximately \$607.63, the lowest Individual Settlement Share to be
11 paid is approximately \$9.07, while the average Individual Settlement Share to be paid is
12 approximately \$136.71. Settlement Class Members will be issued payment of their Individual
13 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
14 respect to the wages portion of the Individual Settlement Payment.

15 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
16 due separately and apart from the Gross Settlement Amount.

17 16. Phoenix's costs associated with the administration of this matter are \$9,250.00. This
18 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
19 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

20
21 I declare under penalty of perjury of the laws of the State of California that the foregoing is
22 true and correct.

23 Executed on March 15, 2023, at Orange, California.

24
25 
26 KEVIN LEE

Exhibit A

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 «Est_Set_Amt». This amount was calculated based on Teleferic's records, which show you worked approximately «Total_Weeks» 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/.

PARA EL CONDADO DE SANTA CLARA

MIRIAN MAROQUIN y HUMBERTO
MORALES, en nombre de ellos mismos y de
todas las personas en situación similar;

DEMANDANTES,

vs.

TELEFERIC BARCELONA PA, LLC, y
Asociados;

ACUSADOS.

Caso n° 21CV388821

AVISO DE LA PENDENCIA DE LA DEMANDA COLECTIVA Y DEL ACUERDO PROPUESTO**I. ¿POR QUÉ HE RECIBIDO ESTE AVISO?**

Los registros de Teleferic Barcelona PA, LLC ("Teleferic") indican que usted fue empleado de Teleferic en algún momento entre el 21 de octubre de 2017 y el 13 de octubre de 2022 (el "Período de la Clase") como servidor actual o anterior no exento, camarero, cocinero, anfitrión u otro título similar. Este Aviso explica que, sólo a efectos de la conciliación, el Tribunal ha concedido la aprobación preliminar de este acuerdo de demanda colectiva que puede afectarle. Usted tiene derechos y opciones legales que puede ejercer en este momento.

II. ¿DE QUÉ TRATA ESTA DEMANDA COLECTIVA?

Los demandantes, dos ex empleados que trabajaron para Teleferic, presentaron una demanda colectiva en nombre de ellos mismos y de empleados en situación similar, alegando que Teleferic violó las leyes laborales de California al (1) no pagar todos los salarios por todas las horas trabajadas, incluidos los salarios mínimos, regulares, las horas extras y las horas dobles; (2) no proporcionar periodos de comida o una compensación en lugar de los mismos; (3) no proporcionar pausas de descanso o una compensación en lugar de las mismas; (4) no proporcionar extractos salariales precisos y desglosados; y (5) no pagar a tiempo los salarios adeudados al finalizar el empleo.

Teleferic niega haber actuado de forma incorrecta, niega las alegaciones de los demandantes y sostiene que cumplía plenamente con todas las leyes laborales de California.

El Tribunal no se ha pronunciado sobre si las alegaciones de los demandantes tienen algún fundamento. Sin embargo, con el propósito de evitar el tiempo y los gastos de más litigios, cuyo resultado final es incierto, y para proporcionar una resolución justa y razonable de esta disputa legal, los Demandantes y Teleferic han negociado un acuerdo por el cual Teleferic ha acordado pagar Ciento Cincuenta Mil Dólares y Cero Centavos (\$150,000.00) para resolver todas las reclamaciones de la clase mencionadas anteriormente. El acuerdo no es una admisión por parte de Teleferic de ninguna responsabilidad.

III. ¿QUIÉN ESTÁ INCLUIDO EN ESTA DEMANDA COLECTIVA?

La Clase está formada por todos los servidores, camareros, cocineros, anfitriones u otros títulos similares, actuales y anteriores, no exentos de Teleferic (colectivamente "Empleados no exentos") que trabajaron en cualquier momento durante el Período de la Clase en California (un "Puesto Elegible").

IV. ¿QUÉ OFRECE LA PROPUESTA DE ACUERDO?

A. Teleferic pagará \$150,000 para liquidar las reclamaciones. Se ha designado un Administrador del Acuerdo para administrar el acuerdo. El Administrador del Acuerdo pagará de los \$150,000: (1) los costos de administración de las demandas hasta \$9,250; (2) los honorarios de los abogados hasta \$52,500 más los costos documentados hasta \$5,000; (3) un aumento que no excederá de \$5,000 cada uno a los Demandantes por su trabajo en las demandas colectivas; y (4) \$15,000 a la Agencia de Desarrollo de la Fuerza Laboral de California ("LWDA").

B. Su cuota individual se basará en el número de semanas de trabajo que haya realizado para Teleferic durante el Periodo de la Demanda Colectiva en un Puesto Elegible. La cantidad de dinero que reciba se basará en el tamaño de su parte en comparación con el tamaño de las partes de todos los miembros de la clase combinados. El Administrador del Acuerdo asignará a cada miembro de la clase una "Proporción del Acuerdo", que será un número fraccionario compuesto por (a) el número de semanas de trabajo que ese miembro de la clase trabajó para Teleferic en un Puesto Elegible durante el Periodo de la Clase como numerador, y (b) el número total agregado de semanas de trabajo que todos los miembros de la clase trabajaron en Puestos Elegibles durante el Periodo de la Clase como denominador. El Administrador del Acuerdo asignará a cada Miembro del Grupo la "Cuota del Acuerdo", que se calculará multiplicando el Coeficiente del Acuerdo de ese miembro del grupo por la cantidad asignada a los miembros del grupo del importe neto del acuerdo.

C. Si no se excluye del acuerdo (de acuerdo con los procedimientos que se explican a continuación), liberará a Teleferic y a sus empresas matrices, futuras matrices, predecesoras, sucesoras (incluyendo, pero sin limitarse a Teleferic Barcelona PA, LLC), subsidiarias, filiales, socios, cesionarios y fideicomisos, y a todos sus empleados, funcionarios, agentes, abogados, accionistas, fiduciarios, otros proveedores de servicios y cesionarios ("Liberados") de la siguiente manera:

De todas y cada una de las reclamaciones, acciones, cargos, quejas, reclamaciones y causas de acción, de cualquier naturaleza, ya sean conocidas o desconocidas, que existan o puedan existir en su nombre a partir de la fecha de este Acuerdo, incluyendo, pero sin limitarse a, todas y cada una de las reclamaciones por agravio, reclamaciones contractuales, reclamaciones salariales, reclamaciones por despido improcedente, reclamaciones por incapacidad, reclamaciones por beneficios, reclamaciones por política pública, reclamaciones por represalias, reclamaciones legales, reclamaciones por daños personales, reclamaciones por angustia emocional, reclamaciones por invasión de la privacidad, reclamaciones por difamación, reclamaciones por fraude, reclamaciones por quantum meruit, y todas y cada una de las reclamaciones que surjan en virtud de cualquier ley federal, estatal u otro estatuto, ley, reglamento u ordenanza gubernamental, incluyendo, pero sin limitarse a las reclamaciones por violación de la Ley de Normas Laborales Justas, el Código Laboral de California, las Órdenes Salariales de la Comisión de Bienestar Industrial de California, otras leyes estatales sobre salarios y horas, la Ley de Estadounidenses con Discapacidades, la Ley de Discriminación por Edad en el Empleo (ADEA), la Ley de Seguridad de Ingresos de Jubilación de los Empleados, el Título VII de la Ley de Derechos Civiles de 1964, la Ley de Empleo y Vivienda Justos de California, la Ley de Derechos de la Familia de California, la Ley de Licencia Médica Familiar, la Ley de Protección de los Denunciantes de California, el Código de Negocios y Código de Negocios y Profesiones de California, sección 17200 y siguientes., y todas y cada una de las reclamaciones que surjan en virtud de cualquier estatuto, ley, reglamento u ordenanza gubernamental federal, estatal o de otro tipo (las "Reclamaciones Liberadas").

V. ¿CUÁLES SON MIS OPCIONES?

A. **Puede aceptar su parte de la liquidación de \$150,000.** Se considerará que ha aceptado su parte del acuerdo de \$150,000 si no presenta una solicitud oportuna y válida para ser excluido del acuerdo como se describe en este Aviso. Al aceptar su parte del acuerdo, usted renunciará a todas las "Reclamaciones Liberadas" como se describe anteriormente.

B. **Puede aceptar su parte de la indemnización de \$150,000.00 pero impugnar el número de sus semanas de trabajo.** Si no está de acuerdo con el número de semanas de trabajo indicado en la Hoja de Información adjunta, debe proporcionar la información corregida y rellenar completamente la Hoja de Información adjunta. Anote todas las fechas en las que trabajó o el número de semanas laborales que trabajó en un Puesto Elegible durante el Periodo de la Clase. Devuelva la Hoja de Información y cualquier documento que apoye su posición por correo al Administrador del Acuerdo, Phoenix Class Action Administrators, a la siguiente dirección P.O. Box 7208, Orange, California 92863, o llamando al (800) 523 5773. El Administrador del Acuerdo leerá los documentos que tanto usted como Teleferic proporcionen y tomará la determinación final del monto de su adjudicación del acuerdo. Su hoja informativa y cualquier documentación de apoyo deben tener el sello postal antes del 10 de marzo de 2023 para ser válidos. Una vez que el Administrador del Acuerdo haya resuelto la disputa, y si el Acuerdo es finalmente aprobado por el Tribunal, se le enviará un cheque por su parte del Acuerdo y habrá liberado todas las "Reclamaciones Liberadas" como se describe anteriormente.

C. **Puede excluirse del acuerdo de demanda colectiva.** Si se excluye del acuerdo de la demanda colectiva, dejará de ser miembro del grupo de demandantes, por lo que no recibirá ningún dinero del acuerdo de la demanda colectiva y no estará obligado por el comunicado del acuerdo de la demanda colectiva. Para ser excluido del acuerdo de la demanda colectiva, debe enviar por correo, con matasellos del 10 de marzo de 2023, una carta escrita solicitando ser excluido de la demanda colectiva con su nombre, dirección, número de teléfono y firma al Administrador del Acuerdo, Phoenix Class Action Administrators, a la siguiente dirección P.O. Box 7208, Orange, CA 92863.

D. **Puede objetar al acuerdo.** Si desea objetar el acuerdo porque lo considera injusto, irrazonable o inadecuado, puede hacerlo de acuerdo con los procedimientos establecidos en el apartado IX. Al objetar, no se está excluyendo del acuerdo. Para hacerlo, debe seguir los procedimientos que se indican a continuación. Si el Tribunal aprueba el acuerdo a pesar de su objeción, se le enviará un cheque por su parte del acuerdo y quedará obligado por el Descargo descrito anteriormente. El Tribunal considerará el fondo de todas las objeciones presentadas a tiempo, independientemente de que el objetor comparezca o no en la audiencia final de equidad.

VI. ¿CUÁL ES MI CUOTA ESTIMADA?

Su cuota *estimada* es de «Est_Set_Amt». Este monto fue calculado en base a los registros de Teleferic, que muestran que usted trabajó aproximadamente «Total_Weeks» semanas de trabajo en un Puesto Elegible. Esta cantidad es una estimación. La cantidad real que usted reciba puede ser mayor o menor que la cantidad estimada mostrada, dependiendo de una serie de factores, incluyendo si otros miembros de la clase solicitan ser excluidos del Acuerdo y la cantidad que el Tribunal apruebe en honorarios de abogados, gastos de litigio y otros costos.

VII. ¿CUÁLES SON LOS PROCEDIMIENTOS DE PAGO?

A. El administrador del acuerdo calculará su parte del acuerdo de \$150,000 y le emitirá un cheque por su parte del acuerdo.

B. Las partes de la liquidación se destinan en un 15% a los salarios (para los que se deducirán los impuestos sobre el trabajo y se emitirán los W-2) y en un 85% a los intereses y las sanciones (para los que se emitirán los 1099).

C. Usted tendrá ciento ochenta (180) días naturales a partir de la fecha de emisión del cheque para cobrar su cheque de liquidación. Después de la expiración del período de 180 días, cualquier cantidad de los cheques de liquidación que permanezca sin cobrar y que no haya sido reclamada, más cualquier interés que se haya acumulado sobre esos fondos, se pagará a Legal Aid at Work, de acuerdo con el Código de Procedimiento Civil de California § 384.

D. Es importante que las partes tengan su dirección actual para poder enviarle otros correos relacionados con este caso. Debe ponerse en contacto con el Administrador del Acuerdo para informar de cualquier cambio de su dirección después de recibir este Aviso. El no informar de un cambio de dirección puede dar lugar a que no reciba el dinero del acuerdo.

VIII. AUDIENCIA SOBRE LA PROPUESTA DE ACUERDO

El Tribunal celebrará una audiencia final de equidad a las 1:30 p.m. del 13 de abril de 2023, en el Tribunal Superior del Condado de Santa Clara, 191 N. First Street, San José, California 95113, Depto. 1 (Juez Sunil Kulkarni), para decidir si el acuerdo propuesto es o no justo, razonable y adecuado. No es necesario que usted asista a la audiencia. Los abogados del grupo responderán a cualquier pregunta que el juez pueda tener. Sin embargo, le invitamos a asistir por su cuenta.

IX. PROCEDIMIENTOS DE EXCLUSIÓN DE LA LIQUIDACIÓN

Si desea excluirse del acuerdo, y de cualquier pago de cantidades en virtud del mismo, tal y como se ha descrito anteriormente, debe enviar una carta al Administrador del Acuerdo indicando que desea ser excluido del mismo. Esta carta debe incluir su nombre, dirección, número de teléfono y firma en o antes de 45 días a partir del envío de este Aviso. La objeción debe enviarse por correo al Administrador del Acuerdo de la siguiente manera

Al administrador de la liquidación:

Marroquin et al. v. Teleferic Barcelona PA, LLC

Administrador del Acuerdo

c/o Phoenix Class Action Administrators

P.O. Box 7208

Orange, CA 92863

X. PROCEDIMIENTOS DE OBJECCIÓN A LA LIQUIDACIÓN

Si desea objetar el acuerdo tal y como se ha descrito anteriormente, se le recomienda encarecidamente que haga dos cosas: (1) presentar una objeción por escrito al Administrador del Acuerdo indicando por qué se opone al acuerdo en o antes de 45 días a partir del envío de este Aviso; y (2) intervenir formalmente en la acción judicial como parte perjudicada presentando documentación separada ante el Tribunal a través de su propio asesor legal independiente o como *pro per*.

La objeción escrita debe enviarse por correo al Administrador del Acuerdo de la siguiente manera:

Al administrador de la liquidación:

Marroquin et al. v. Teleferic Barcelona PA, LLC

Administrador del acuerdo

c/o Phoenix Class Action Administrators

P.O. Box 7208

Orange, CA 92863

La objeción escrita debe indicar su nombre completo, su dirección y las fechas de su empleo en Teleferic. La objeción escrita debe indicar la base de cada objeción específica y cualquier apoyo legal en términos claros y concisos. La objeción escrita también debe indicar si usted o su abogado planean intervenir formalmente en la acción y tienen la intención de comparecer y objetar en la Audiencia de Aprobación Final. Los abogados del grupo presentarán las objeciones recibidas ante el tribunal dentro de los 5 días hábiles siguientes a su recepción. Los objetores tendrán la oportunidad de intervenir en la audiencia de aprobación final, independientemente de que hayan presentado una comparecencia o una oposición por escrito con anterioridad.

Si no envía una objeción a tiempo al acuerdo y también interviene formalmente en la acción judicial como se indica más arriba, puede renunciar a su derecho y a su capacidad para apelar la sentencia del acuerdo colectivo que finalmente sea dictada por el Tribunal. Si envía una objeción e interviene formalmente en la acción, puede acudir al Tribunal y ser escuchado, pero no tiene que acudir al Tribunal para hablar de ello. Siempre que envíe su objeción por escrito a tiempo, el Tribunal la tendrá en cuenta. También puede pagar a su propio abogado para que asista a la Audiencia de Aprobación Final. El Tribunal ofrecerá a los objetores la oportunidad de hablar en la Audiencia de Aprobación Definitiva independientemente de que hayan presentado una comparecencia o una oposición por escrito con anterioridad.

XI. EXAMEN DE DOCUMENTOS JUDICIALES E INVESTIGACIONES

Este aviso resume el acuerdo de la demanda colectiva. Para obtener información adicional sobre el acuerdo puede (1) llamar al Administrador del Acuerdo al (800) 523 5773; (2) inspeccionar el expediente judicial completo que mantiene el Secretario del Tribunal Superior del Condado de Santa Clara, 191 N. First Street, San José, California 95113, Departamento 1 (Juez Sunil Kulkarni); o (3) acceder al expediente judicial a través del sitio web del Tribunal Superior del Condado de Santa Clara (la información sobre los casos civiles presentados puede encontrarse en el sitio web general del Tribunal en www.sccourt.org).

Si tiene alguna pregunta o comentario en relación con esta Notificación, las reclamaciones planteadas en esta demanda colectiva y/o sus derechos en relación con el acuerdo, puede ponerse en contacto con cualquiera de los abogados del Grupo que se indican a continuación ("Abogados del Grupo"). No se le cobrará por hablar con estos abogados. Si desea ser representado por su propio abogado, puede contratar uno a su cargo. Los abogados designados por el Tribunal para representar a la clase de empleados son

Manny Starrt, Esq.

Adam Rose, Esq.

Frontier Law Center

23901 Calabases Rd., Suite 2074

Calabases, CA 91302

(818) 914 3433

manny@frontierlawcenter.com

El Acuerdo de Conciliación y, en última instancia, la orden de aprobación definitiva del Acuerdo se publicarán en el sitio web del Administrador del Acuerdo en www.phoenixclassaction.com/teleferic-barcelona/.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	430
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	430
Subtotal Admin Only	\$9,482.20

TOTAL COSTS	\$9,250.00
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Fixed Fee

March 15, 2023

Case: Marroquin v. Teleferic Barcelona, LLC

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	43	\$86.00
NCOA (USPS)	\$0.15	430	\$64.50
Total			\$890.50

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	430	\$64.50
Notice Packet & Opt-Out Form	\$1.25	430	\$537.50
Postage (up to 1 oz.)	\$0.80	430	\$344.00
Language Translation	\$0.30	3,261	\$978.30
Total			\$2,239.30

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	109	\$109.00
Remail Notice Packets	\$1.25	48	\$60.00
Postage	\$0.80	48	\$38.40
Programing Undeliverables	\$50.00	3	\$150.00
Total			\$522.40

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	430	\$430.00
Estimated Postage Checks, W2 and 1099	\$0.50	430	\$215.00
Total			\$1,960.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total:			\$9,482.20
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