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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 SHAYNE ALISSA WERBER, an individual
11 and on behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 TELEFERIC BARCELONA LA LLC, a
California limited liability company;
15 TELEFERIC BARCELONA HOLDING USA
CORP., a California corporation; TELEFERIC
16 BARCELONA LG LLC, a California limited
liability company; and TELEFERIC
17 BARCELONA WC LLC, a Nevada limited
liability company; and DOES 1 through 50,

18 Defendants.
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Case No.: 23STCV25517

[Assigned for All Purposes to:
Hon. Carolyn B. Kuhl, Dept. 12]

CLASS ACTION

**~~(PROPOSED)~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

(Filed concurrently with Motion for
Preliminary Approval and Supporting
Declarations)

DATE: August 14, 2025
TIME: 10:30 a.m.
DEPT: 12

Action Filed: October 18, 2023
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles

08/14/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

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HEREBY ORDERS, ADJUDGES, AND DECREES:

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised before and/or at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants Teleferic Barcelona LA LLC, Teleferic Barcelona Holding USA Corp., Teleferic Barcelona LG LLC, and Teleferic Barcelona WC LLC (“Defendants”) (together with Plaintiff, the “Parties”) agree to create a common, non-reversionary gross fund of \$480,000.00 (the “Gross Settlement Amount”) to cover (a) Individual Class Payments to Participating Class Members; (b) Administration Expense Payment of up to \$12,650.00; (c) PAGA Penalties of \$25,000.00 for settlement of claims for civil penalties under the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”), and distributed as 25% (\$6,250.00) to Aggrieved Employees as Individual PAGA Payments and 75% (\$18,750.00) to the California Labor and Workforce Development Agency (the “LWDA”); (d) the Class

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1 Representative Service Payment up to \$7,500.00 to Plaintiff; (e) Class Counsel Fees Payment of not
2 more than one-third of the Gross Settlement Amount (currently estimated to be \$160,000.00) to
3 Class Counsel for reimbursement of reasonable attorney's fees; and (f) Class Counsel Litigation
4 Expense Payment of not more than \$20,000.00 to Class Counsel for reimbursement of reasonable
5 litigation expenses. Defendants are separately responsible for the payroll taxes owed on the wage
6 portions of the Individual Class Payments to Participating Class Members.

7 3. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair
8 and reasonable to the Class Members when balanced against the probable outcome of further
9 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
10 significant formal and informal discovery, investigation, research, and litigation have been
11 conducted such that counsel for the respective Parties at this time are able to reasonably evaluate
12 their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks
13 that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
14 has been reached as the result of serious, informed, adversarial, and arms-length negotiations
15 between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into
16 in good faith and meets the requirements for preliminary approval.

17 4. A Final Approval Hearing on the question of whether the proposed Settlement, Class
18 Counsel Fees Payment and Litigation Expenses Payment, Administration Expense Payment, the
19 PAGA Penalties, and the Class Representative Service Payment should be finally approved as fair,
20 reasonable, and adequate as to the members of the Class is hereby set in accordance with the
21 Implementation Schedule set forth below.

22 5. The Court provisionally certifies, for settlement purposes only, the following Class:
23 "All current and former non-exempt employees who worked for Defendants Teleferic Barcelona
24 LA LLC, Teleferic Barcelona Holding USA Corp., Teleferic Barcelona LG LLC, and Teleferic
25 Barcelona WC LLC at their Los Angeles, Los Gatos and/or Walnut Creek restaurants within the
26 State of California during the Class Period." The "Class Period" means the period from October 18,
27 2019 to June 16, 2025. Excluded from the Class will be any Class Member who opts out of the
28 Settlement by sending the Administrator a timely and valid request to opt out of the Settlement.

1 6. Furthermore, the Court provisionally approves, for settlement purposes only, the
2 settlement of PAGA Penalties, the LWDA PAGA Payment, and the Individual PAGA Payments to
3 Aggrieved Employees. “Aggrieved Employees” are defined as “all current and former non-exempt
4 employees who worked for Defendants at their Los Angeles, Los Gatos and/or Walnut Creek
5 restaurants within the State of California during the PAGA Period” The “PAGA Period” means the
6 period from October 18, 2022 to June 16, 2025.

7 7. Release of Claims. The release provisions of the Settlement, as set forth below, are
8 provisionally approved:

9 a. Released Parties. “Released Parties” means Defendants and their former and
10 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
11 successors, assigns, subsidiaries, and affiliates.

12 b. Plaintiff's Release. Effective on the date when Defendants fully fund the
13 entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of
14 the Individual Class Payments, Plaintiff and Plaintiff's respective former and present spouses,
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
16 and discharge Released Parties from all claims, transactions, or occurrences related to Plaintiff's
17 employment with Defendants, including, but not limited to: (a) all claims that were, or reasonably
18 could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all
19 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
20 Operative Complaint, Plaintiff's PAGA Notice. (“Plaintiff's Release”). Plaintiff's Release does not
21 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
22 unemployment benefits, disability benefits, social security benefits, workers' compensation benefits
23 that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
24 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
25 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
26 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
27 discovery of them. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
28 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which

1 reads:

2 A general release does not extend to claims that the creditor or releasing party does
3 not know or suspect to exist in his or her favor at the time of executing the release,
4 and that if known by him or her would have materially affected his or her settlement
5 with the debtor or Released Party.

6 c. Release of Class Claims by Participating Class Members. Effective on the
7 date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll
8 taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members,
9 on behalf of themselves and their respective former and present representatives, agents, attorneys,
10 heirs, administrators, successors, and assigns, release Released Parties from all causes of action and
11 claims that were alleged in the Action or reasonably could have been alleged based on the facts
12 contained in the Operative Complaint, arising during the Class Period, including all of the following
13 claims for relief: unpaid minimum or regular wages; unpaid overtime; failure to provide meal
14 periods; failure to authorize and permit rest periods; failure to provide compliant wage statements;
15 failure to timely pay wages upon termination; failure to reimburse necessary business expenses;
16 unlawful tip pool practice; paid sick leave violations; reporting time pay violations; violations of
17 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 351, 510, 512, 516, 558, 1174, 1194,
18 1197, 1197.1, 1198, and 2802; unfair business practices under California Business and Professions
19 Code Sections 17200, *et seq.*; or any of the claims, causes of action or legal theories of relief
20 pleaded in the Operative Complaint (the “Released Class Claims”). Except as set forth in Section
21 5.3 of this Agreement, Participating Class Members do not release any other claims, including
22 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
23 Act, unemployment insurance, disability, social security, workers’ compensation, or claims based
24 on facts occurring outside the Class Period.

25 d. Release by Aggrieved Employees. Effective on the date when Defendants
26 fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the
27 Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on
28 behalf of themselves and their respective former and present representatives, agents, attorneys,
heirs, administrators, successors, and assigns, the Released Parties from all causes of action and

1 claims for civil penalties under the California Private Attorneys General Act of 2004 that were
2 alleged or reasonably could have been alleged based on the facts contained in the Operative
3 Complaint and PAGA Notice, arising during the PAGA Period, including claims for civil penalties
4 based on the following: unpaid minimum or regular wages; unpaid overtime; failure to provide meal
5 periods; failure to authorize and permit rest periods; failure to provide compliant wage statements;
6 failure to timely pay wages upon termination; failure to reimburse necessary business expenses;
7 unlawful tip pool practice; paid sick leave violations; reporting time pay; and violations of Labor
8 Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 351, 510, 512, 516, 558, 1174, 1194, 1197,
9 1197.1, 1198, and 2802 (the “Released PAGA Claims”).

10 8. The Court finds, for settlement purposes only, that the Class meets the requirements
11 for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so
12 numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of
13 general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's
14 claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly
15 and adequately protect the interests of the Class Members; and (5) a class action is superior to other
16 available methods for the fair and efficient adjudication of the controversy.

17 9. The Court appoints, for settlement purposes only, Plaintiff as the Class
18 Representative. The Court approves, on a preliminary basis, payment of a Class Representative
19 Service Payment to Plaintiff of up to \$7,500.00 from the Gross Settlement Amount, in addition to
20 the amount Plaintiff is eligible to receive as a Class Member, for Plaintiff's contributions and
21 participation in the litigation, for the risks and duties attendant to Plaintiff's role as the Class
22 Representative, and for Plaintiff's general release of claims against the Released Parties. To the
23 extent the final amount awarded is less, the remainder will be retained in the Net Settlement
24 Amount for distribution to Participating Class Members.

25 10. The Court appoints, for settlement purposes only, Plaintiff's Counsel William C.
26 Sung and Tiffany L. Luu of Justice for Workers, P.C., as Class Counsel. The Court approves, on a
27 preliminary basis, Class Counsel Fee Payment up to one-third of the Gross Settlement Amount
28 (currently estimated to be \$160,000.00) as reasonable attorney's fees and Class Counsel Litigation

Expenses Payment for reimbursement of actual costs not to exceed \$20,000.00, payable from the Gross Settlement Amount. To the extent actual costs are less and/or the final amounts awarded for fees and/or costs are less, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

11. The Court appoints Phoenix Settlement Administrators as the Administrator with payment, payable from the Gross Settlement Amount, for Administration Expenses Payment not to exceed \$12,650.00, except upon a showing of good cause and as approved by the Court. To the extent administration costs are less, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

12. The Administrator shall perform services and duties as provided for in the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in English and Spanish, to Class Members. Class Members shall not be required to submit a claim form to receive Individual Class Payments.

13. The Court approves the Class Notice in substantially similar form and content as is attached to the Settlement as Exhibit A. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

14. The obligations set forth in the Settlement are deemed part of this Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the Settlement according to its terms and provisions.

15. The Court orders the following Implementation Schedule:

Defendants to provide the Administrator with the Class Data	Within 20 calendar days after entry of this Preliminary Approval Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendants
Response Deadline for Class Members	Within 45 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:

1 Final Approval Hearing

Dec. 17, 2025 at 10:30 am 2025/2026 at ____ a.m./p.m.

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3 16. The Court reserves the right to continue the date of the Final Approval Hearing
4 without further notice to Class Members.

5 17. The Settlement is preliminarily approved but is not an admission by Defendants of
6 the validity of any claims in this class action, or of any wrongdoing by Defendants or of any
7 violation of law. Neither the Settlement nor any related document shall be offered or received in
8 evidence in any civil, criminal, or administrative action or proceeding other than as may be
9 necessary to consummate or enforce the Settlement.

10 **IT IS SO ORDERED.**

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12 Dated: 08/14/2025, 2025



A handwritten signature in cursive script, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

The Honorable Carolyn B. Kuhl
Judge of the Superior Court