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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

AGUILA TOBIAS ACOSTA, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

LA PLAYA HOTEL GROUP, LLC, a Delaware
limited liability company; HOTEL CARMEL
GROUP, LLC, a Delaware limited liability
company; CASA LOMA BEACH HOTEL, LLC,
a Delaware limited liability company; NORTH
COAST GROUP, LLC, a Delaware limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 25CV003941

*[Assigned for All Purposes to the Honorable
Thomas W. Wills, Dept. 15]*

**DECLARATION OF JARROD SALINAS
ON BEHALF OF PHOENIX
SETTLEMENT ADMINISTRATORS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Final Approval Hearing:

Date: July 10, 2026

Time: 8:30 a.m.

Dept.: 15

Action Filed: September 30, 2024

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Acosta v. La Playa Hotel Group, LLC, et al.* (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.

3. On March 23, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each

1 Class Member (“Class List”) during the Class Period. The final mailing list contained five hundred
2 forty-six (546) individuals identified as Class Members.

3 4. On March 29, 2026, Phoenix conducted a National Change of Address (“NCOA”)
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address.

7 5. On April 6, 2026, Phoenix mailed the Notice via U.S. first class mail, in English and
8 Spanish, to all five hundred forty-six (546) Class Members on the Class List. A true and correct
9 copy of the mailed Notice is attached hereto as **Exhibit A**.

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

16 7. As of the date of this declaration, zero (0) Notices remain undeliverable.

17 8. As of the date of this declaration, Phoenix has received two (2) Requests for
18 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
19 May 21, 2026.

20 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
21 from Class Members. The deadline for objecting to the Class Settlement was May 21, 2026.

22 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
23 from Class Members. The deadline for submitting a dispute was May 21, 2026.

24 11. There are five hundred forty-four (544) Class Members who did not submit timely
25 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
26 99.63% of the Class. Settlement Class Members have worked a collective total of thirty-seven
27
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1 thousand two hundred eighty-two (37,282) Workweeks during the Class Period. Each Workweek
2 is valued at approximately \$12.97.

3 12. The Escalator Clause of the Settlement Agreement indicates if the actual Workweek
4 exceeds 10% or forty thousand forty (40,040), the Gross Settlement Amount shall be increased pro-
5 rata for everyone over such cap. The total number of Workweeks was thirty-seven thousand two
6 hundred eighty-two (37,282). Since the total number of Workweeks does not exceed 40,040, the
7 Escalator Clause was not triggered.

8 13. The Net Settlement Amount of \$483,497.68 available to pay Settlement Class
9 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$283,333.33),
10 and Class Counsel costs (\$19,668.99), requested Enhancement Payment to Plaintiff Acosta
11 (\$10,000.00), the PAGA Amount (\$42,500.00), and the requested Settlement Administration Costs
12 (\$11,000.00) from the Gross Settlement Amount (\$850,000.00).

13 14. Based upon the calculations stipulated in the Settlement, the highest Individual Class
14 Payment to be paid is approximately \$3,657.16, the lowest Individual Class Payment to be paid is
15 approximately \$12.97, while the average Individual Settlement Share to be paid is approximately
16 \$888.78. Plaintiff's Individual Class Payment to be paid is approximately \$2,049.05. Settlement
17 Class Members will be issued payment of their Individual Class Payments subject to reduction for
18 the employee's share of taxes and withholdings with respect to the wages portion of the Individual
19 Class Payment (the net payment is their "Individual Settlement Payment").

20 15. Additionally, \$42,500.00 of the Gross Settlement Amount has been allocated toward
21 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 65%, or
22 \$27,625.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%,
23 or \$14,875.00, of which shall be paid to all current and former hourly non-exempt individuals who
24 are or were employed by Defendant during the PAGA Period. There are three hundred forty-eight
25 (348) Aggrieved Employees who worked a total of eight thousand nine hundred sixty-three (8,963)
26 workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is
27 approximately \$99.58, the lowest Individual PAGA Payment to be paid is approximately \$1.66, and
28

1 the average Individual PAGA Payment to be paid is approximately \$27.24. Plaintiff's Individual
2 PAGA Payment to be paid is approximately \$8.30.

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

5 17. Phoenix's costs associated with the administration of this matter are \$11,000.00.
6 This includes all costs incurred to date, as well as estimated costs involved in completing the
7 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

8 **Exhibit B.**

9
10 I declare under penalty of perjury of the laws of the State of California that the foregoing is
11 true and correct.

12 Executed this 16th day of June 2026, at Orange, California.

13
14 
15 JARROD SALINAS

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Acosta v. La Playa Hotel Group, LLC, et al.

Case No. 25CV003941 (Monterey County Superior Court)

***The Monterey County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against La Playa Hotel Group, LLC, La Playa Carmel Hotel, LLC, Casa Loma Beach Hotel, LLC, and 475 North Coast Highway, LLC (“Defendants”) for alleged wage and hour violations. The Actions were filed by former employee, Aguila Tobias Acosta, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendants as hourly-paid, non-exempt employees in the State of California (“Class Members”) who worked for Defendants during the Class Period (September 30, 2020 through February 6, 2026); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendants during the PAGA Period (November 8, 2023 through February 6, 2026) (“Aggrieved Employees”)

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendants to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked «Total_Weeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY.** You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendants for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendants for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendants’ records indicate that you worked for Defendants at some point(s) between September 30, 2020 and February 6, 2026, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private

Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendants during the "PAGA Period," which is November 8, 2023 through February 6, 2026.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Santa Clara County Superior Court, and the case is titled, *Aguila Tobias Acosta v. La Playa Hotel Group, LLC*, Case No. 24CV448300. The person who sued, Aguila Tobias Acosta, is the Plaintiff, and the company sued, La Playa Hotel Group, LLC is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendants for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendants deny Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiff or Defendants on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendants thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendants who were classified as non-exempt and worked within the State of California at any time from September 30, 2020 through February 6, 2026.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants has agreed to pay a Gross Settlement Amount ("GSA") of \$850,000 (eight hundred and fifty thousand dollars with zero cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of up to one-third of the GSA, currently \$283,333.33 and up to \$15,000.00 in costs; a Class Representative Service Payment of \$10,000.00 to Plaintiff (for Plaintiff's work and efforts prosecuting this case); a PAGA Penalties payment of \$10,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Phoenix Settlement Administrators, Inc., not to exceed \$11,000.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately **\$520,666.67**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$10,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or \$6,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or \$3,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendants' records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (September 30, 2020 through February 6, 2026). Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendants from November 8, 2023 to February 6, 2026 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on July 10, 2026, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to a non-profit, Access Reproductive Justice. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendants and all of Defendants' subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The "Released Class Claims" are all claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in the Operative Class Complaint, or that could have been brought by Plaintiff against Defendants in the Operative Class Complaint based on the facts alleged therein.

Released PAGA Claims: If you an Aggrieved Employee (i.e. if you worked for Defendants during the PAGA Period), you will also release all claims for civil penalties that were alleged or could have been alleged in the Operative PAGA Complaint and the PAGA Notice based on the facts alleged therein during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than May 21, 2026. Be sure to include your name, address, and telephone number, and any other information

you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Phoenix Settlement Administrators
Acosta v. La Playa Hotel Group, LLC Settlement
 P.O. Box 7208
 Orange, CA 92863
 Telephone: (800) 523-5773
 Facsimile: (949) 209-2503
 Email: info@phoenixclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendants during the PAGA Period (November 8, 2023 through February 6, 2026). If you ask to be excluded, you may be able to sue (or continue to sue) Defendants in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is May 21, 2026.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
 Fawn F. Bekam (SBN 307312)
fawn.bekam@wilshirelawfirm.com
 Jacquelyn Silva (SBN 342302)
jacquelyn.silva@wilshirelawfirm.com
 Desiree Ruiz Alfaro (SBN 351819)
desiree.ruizalfaro@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 1/3rd of the GSA (currently \$283,333.33) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$30,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Aguila Tobias Acosta in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before May 21, 2026, at the following address:

Phoenix Settlement Administrators
Acosta v. La Playa Hotel Group, LLC Settlement
 P.O. Box 7208
 Orange, CA 92863
 Telephone: (800) 523-5773
 Facsimile: (949) 209-2503
 Email: info@phoenixclassaction.com

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at July 10, 2026, at 8:30 a.m. in Department 15 of the Monterey County Superior Court located at 1200 Aguajito Road, Monterey, CA 93940 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Phoenix Settlement Administrators, Inc., by calling toll free 1-(800) 523-5773, or you can write to the Administrator at the following address:

Phoenix Settlement Administrators
Acosta v. La Playa Hotel Group, LLC Settlement
 P.O. Box 7208
 Orange, CA 92863
 Telephone: (800) 523-5773
 Facsimile: (949) 209-2503
 Email: info@phoenixclassaction.com
 acosta-v-la-playa-hotel-group.phoenixcases.com

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

**NOTIFICACIÓN APROBADA POR EL TRIBUNAL SOBRE LA DEMANDA COLECTIVA Y EL ACUERDO PAGA, ASÍ
COMO LA FECHA DE LA AUDIENCIA PARA LA APROBACIÓN DEFINITIVA DEL TRIBUNAL**

Acosta contra La Playa Hotel Group, LLC, et al.

N.º de caso 25CV003941 (Tribunal Superior del Condado de Monterey)

El Tribunal Superior del Condado de Monterey ha autorizado esta notificación.

No se trata de correo basura, spam, publicidad ni solicitud de un abogado.

¡Léalo atentamente! No se le está Demandando.

Usted puede tener derecho a recibir dinero de una Demanda colectiva de empleados y una acción representativa (“Demanda”) contra La Playa Hotel Group, LLC, La Playa Carmel Hotel, LLC, Casa Loma Beach Hotel, LLC y 475 North Coast Highway, LLC (“Demandados”) por presuntas infracciones salariales y horarias. Las Acciones fueron presentadas por el antiguo empleado Aguila Tobias Acosta y solicitan el pago de salarios atrasados y otras indemnizaciones para una Clase de todas las personas que trabajan o han trabajado para los Demandados como empleados por hora no exentos en el estado de California (“Miembros de la Clase”) que trabajaron para los Demandados durante el Período de la Clase (del 30 de septiembre de 2020 al 6 de febrero de 2026); y (2) sanciones en virtud de la Ley General de Abogados Privados de California (“PAGA”) para todos los miembros de la Clase que trabajaron para los Demandados durante el periodo PAGA (del 8 de noviembre de 2023 al 6 de febrero de 2026) (“empleados agraviados”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que exige a los Demandados financiar los pagos individuales de la Clase, y (2) un Acuerdo PAGA que exige a los Demandados financiar los pagos PAGA Individuales y pagar las sanciones PAGA a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

Según los registros de los Demandados y las hipótesis actuales de las partes, **se estima que su Pago Individual de la Clase será de «ESA_Before_Paga» (menos las retenciones) y que su Pago PAGA Individual será de «PAGA_Amount».** Es probable que la cantidad real que reciba sea diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago PAGA Individual, entonces, según los registros de los Demandados, usted no tiene derecho a un Pago PAGA Individual en virtud del Acuerdo porque no trabajó durante el período PAGA).

Las estimaciones anteriores se basan en los registros de los Demandados, que muestran que **trabajó «Total_Weeks» Semanas Laborales durante el período de la Demanda colectiva y que trabajó «PAGA_Pay_Periods» períodos de pago durante el período PAGA.** Si cree que trabajó más durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite.

El Tribunal ya ha aprobado de forma preliminar el Acuerdo propuesto y ha aprobado este Aviso. El Tribunal aún no ha decidido si concederá la aprobación definitiva del Acuerdo. Sus derechos legales se ven afectados tanto si actúa como si no actúa. **LEA ATENTAMENTE ESTE AVISO.** Se considerará que la ha leído y comprendido. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte de este se pagará al Demandante y a los abogados del Demandante (“abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que obligue a los Demandados a realizar los pagos previstos en el Acuerdo y que obligue a los miembros de la Clase y a los empleados perjudicados a renunciar a sus derechos a presentar determinadas reclamaciones contra los Demandados.

SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO	
NO HACER NADA	Recibirá dinero. Renunciará a los derechos de Demandar a los Demandados por las reclamaciones exoneradas en el Acuerdo.
EXCLUIRSE	No recibirá dinero del Acuerdo Colectivo. Conservará el derecho a presentar sus propias reclamaciones legales contra el Demandado. Sin embargo, incluso si se excluye del Acuerdo Colectivo, seguirá recibiendo una parte del Acuerdo PAGA y estará obligado por él si trabajó durante el periodo PAGA.
OBJETAR	Escriba al tribunal explicando por qué se opone al Acuerdo. Si el Acuerdo recibe la aprobación definitiva, recibirá dinero y renunciará a sus derechos de Demandar a los Demandados por las Reclamaciones Exoneradas.
IMPUGNAR SU NÚMERO DE SEMANAS LABORALES Y/O PERÍODOS DE PAGO	Impugne el número de Semanas Laborales o períodos de pago que figuran en este aviso y proporcione pruebas que lo respalden. Si impugna sus Semanas Laborales o períodos de pago, seguirá formando parte del Acuerdo y renunciará a sus derechos de Demandar a los Demandados por las Reclamaciones Exoneradas.

INFORMACIÓN BÁSICA

1. ¿POR QUÉ RECIBO ESTE AVISO?

Los registros de los Demandados indican que usted trabajó para ellos en algún momento entre el 30 de septiembre de 2020 y el 6 de febrero de 2026 y, por lo tanto, es miembro de la Clase a efectos de este Acuerdo.

¿PREGUNTAS? LLAME AL 1-(800) 523-5773 LLAMADA GRATUITA

Recibió este Aviso porque tiene derecho a conocer el Acuerdo propuesto para la Demanda y todas sus opciones antes de que el Tribunal decida si aprueba definitivamente el Acuerdo. El Acuerdo resolverá todas las reclamaciones de los Miembros de la Clase, que se describen a continuación, durante el Período de la Clase. El Acuerdo también resolverá las reclamaciones por sanciones civiles presentadas en virtud de la Ley General de Abogados Privados de California (“PAGA”). Si usted es miembro de la Clase, también es un “empleado agraviado” si trabajó para los Demandados durante el “período PAGA”, que va del 8 de noviembre de 2023 al 6 de febrero de 2026.

Si el Tribunal concede la aprobación definitiva del Acuerdo, un administrador del Acuerdo designado por el Tribunal emitirá los pagos previstos en el Acuerdo a los miembros de la Clase. Se le recomienda que mantenga siempre su dirección actualizada con el administrador (la información de contacto del administrador se encuentra en la sección 12, más abajo).

Este paquete de notificaciones explica las alegaciones y los antecedentes relacionados con la Demanda, el Acuerdo, sus derechos legales, qué beneficios están disponibles, quiénes son elegibles para ellos y cómo recibirlos.

El tribunal encargado de la Demanda es el Tribunal Superior del Condado de Santa Clara, y el caso se titula *Aguila Tobias Acosta contra La Playa Hotel Group, LLC*, caso n.º 24CV448300. La persona que presentó la Demanda, Aguila Tobias Acosta, es la Demandante, y la empresa Demandada, La Playa Hotel Group, LLC, es la Demandada.

2. ¿DE QUÉ TRATA LA DEMANDA?

El Demandante en la Demanda alega violaciones salariales y horarias contra los Demandados por: (1) incumplimiento en el pago del salario mínimo y del salario por horas normales; (2) incumplimiento en el pago de las horas extras; (3) incumplimiento en la concesión de períodos de comida; (4) incumplimiento en la autorización y concesión de períodos de descanso; (5) incumplimiento en el pago puntual del salario final al término del contrato; (6) no proporcionar nóminas detalladas y precisas; (7) no indemnizar a los empleados por los gastos; y (8) prácticas comerciales desleales. Además, el Demandante solicita el pago de sanciones civiles de conformidad con la Ley PAGA (“sanciones PAGA”) basadas en las presuntas infracciones del Código Laboral de California enumeradas anteriormente. Los Demandados niegan las alegaciones del Demandante y niegan haber cometido ninguna infracción.

3. ¿POR QUÉ SE TRATA DE UNA DEMANDA COLECTIVA?

En una Demanda colectiva laboral, una o más personas denominadas “representantes de la Clase” (en este caso, el Demandante) Demandan en nombre de todos los trabajadores que, según ellos, tienen reclamaciones similares. Todos estos trabajadores constituyen una Clase o miembros de la Clase. Presentar una sola Demanda, en lugar de muchas pequeñas, ahorra dinero, tiempo y recursos judiciales. El tribunal resuelve las cuestiones para todos los miembros de la Clase, excepto para aquellos que se excluyen de la misma.

4. ¿POR QUÉ HAY UN ACUERDO?

El Tribunal no se ha pronunciado a favor del Demandante ni de los Demandados sobre el fondo de las reclamaciones alegadas en la Demanda. El Demandante cree que ganaría el juicio. Los Demandados consideran que la Demanda del Demandante no llegaría a juicio y/o que el Demandante no ganaría el juicio. Sin embargo, no se ha celebrado ningún juicio. En cambio, reconociendo el riesgo al que se enfrentan ambas partes si el caso sigue adelante, las partes han acordado un Acuerdo negociado. De esta manera, todas las partes evitan el costo de preparar y llevar a cabo un juicio, el riesgo de perder el derecho a un juicio, y los trabajadores afectados por las presuntas violaciones reciben una indemnización. El Acuerdo representa un compromiso y la resolución de reclamaciones muy controvertidas. El Demandante, así como los abogados del Demandante (denominados “abogados de la Clase”), consideran que el Acuerdo es justo y razonable y que redunda en el mejor interés de todos los miembros de la Clase.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

5. ¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

Si ha recibido esta Notificación, es miembro de la Clase a efectos del Acuerdo. La Clase incluye: Todos los empleados de los Demandados que fueron clasificados como no exentos y trabajaron en el estado de California en cualquier momento entre el 30 de septiembre de 2020 y el 6 de febrero de 2026.

6. ¿HAY EXCEPCIONES PARA SER INCLUIDO?

Usted no es miembro de la Clase si ya ha resuelto las reclamaciones presentadas en esta Demanda, ya sea mediante un Acuerdo o un procedimiento legal independiente (es decir, otra Demanda).

BENEFICIOS DEL ACUERDO: LO QUE USTED OBTENDRÁ

7. ¿QUÉ OFRECE EL ACUERDO?

Los Demandados han acordado pagar una cantidad bruta de Acuerdo (“GSA”) de \$850,000 (ochocientos cincuenta mil dólares con cero centavos) para llegar a un Acuerdo en la Demanda. De la GSA, los abogados de la Demanda colectiva solicitarán al tribunal los honorarios de los abogados, que ascenderán a un tercio de la GSA, actualmente \$283,333.33, y hasta \$15,000 en concepto de costas; un pago por servicios prestados como representante de la Demanda colectiva de \$10,000 al Demandante (por el trabajo y los esfuerzos del Demandante en la tramitación de este caso); un pago por sanciones PAGA de \$10,000.00 para resolver las reclamaciones PAGA; y los gastos de administración del Acuerdo a Phoenix Settlement Administrators, Inc., que no superarán los \$11,000.00. El importe exacto de los honorarios y gastos de litigio de los abogados de la Clase, el pago por servicios de representación de la Clase y los gastos de

administración serán determinados por el tribunal en la Audiencia de Aprobación Definitiva. La parte restante del importe del Acuerdo, el “importe neto del Acuerdo” o “NSA”, se estima actualmente en aproximadamente **\$520,666.67**. El NSA se repartirá y pagará como Pago Individual de la Clase a los miembros de la Clase del Acuerdo, que son los miembros de la Clase que no solicitan ser excluidos del Acuerdo.

Pago de multas PAGA: Como parte de la sección PAGA del Acuerdo, las Partes solicitarán al Tribunal que apruebe un pago de multas PAGA por valor de \$10,000.00 en concepto de liquidación de reclamaciones por sanciones civiles en virtud de la Ley PAGA. Tal y como exige la Ley PAGA, el 65 % del pago de multas PAGA, es decir, \$6,500.00, se abonará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California. El 35 % restante del pago de las sanciones PAGA, es decir, \$3,500.00, se distribuirá entre los empleados agraviados como pagos PAGA Individuales.

8. ¿A CUÁNTO ASCENDERÁ SU PAGO?

En la primera página de este aviso aparece una aproximación de su Pago Individual de la Clase. Si también es usted un empleado agraviado, en la primera página de este aviso también aparecerá una aproximación de su Pago PAGA Individual.

Pago Individual de la Clase: Su pago individual de la Clase se basa en el número de Semanas Laborales que trabajó, según consta en los registros de los Demandados, en comparación con el número total de Semanas Laborales trabajadas por todos los miembros de la Clase durante el período de la Clase (del 30 de septiembre de 2020 al 6 de febrero de 2026). El ochenta por ciento (80 %) del Pago Individual de la Clase de cada miembro de la Clase se considerará un pago en concepto de Acuerdo con las supuestas reclamaciones por sanciones e intereses y será declarado en un formulario 1099 por el administrador del Acuerdo, y el veinte por ciento (20 %) del Pago Individual de la Clase de cada miembro de la Clase se considerará un pago en concepto de Acuerdo con las supuestas reclamaciones por salarios impagados. El 20 % asignado como salarios impagados se reducirá en función de las retenciones y deducciones fiscales aplicables sobre la nómina y se declarará en un formulario W-2.

Pago PAGA Individual: Si trabajó para los Demandados entre el 8 de noviembre de 2023 y el 6 de febrero de 2026 (“período PAGA”), también es un “empleado agraviado” y recibirá un pago PAGA Individual además de su Pago Individual de la Clase. Los pagos PAGA individuales se basan en el número de períodos de pago PAGA trabajados por cada empleado perjudicado en comparación con el importe total de los períodos de pago PAGA trabajados por todos los empleados perjudicados durante el período PAGA. El cien por cien (100 %) del Pago PAGA Individual de cada empleado perjudicado se considerará una sanción y no se reducirá por retenciones y deducciones fiscales sobre la nómina. El administrador del Acuerdo informará del Pago PAGA Individual en el formulario 1099. En la primera página de este aviso aparece una aproximación de su Pago PAGA Individual previsto.

En el caso de los miembros de la Clase que también sean empleados agraviados, su Pago Individual de la Clase se combinará con su Pago PAGA Individual, y recibirán un único cheque por los pagos combinados. Si un miembro de la Clase decide excluirse del Acuerdo, seguirá recibiendo un Pago PAGA Individual, ya que los empleados agraviados no pueden excluirse de la parte PAGA del Acuerdo según la legislación de California.

CÓMO OBTENER UN PAGO

9. ¿CÓMO RECIBO UN PAGO?

No es necesario que haga nada para recibir un pago. Sin embargo, si cree que el número de Semanas Laborales o períodos de pago PAGA que trabajó es incorrecto, corríjalo y proporcione cualquier prueba que lo respalde al administrador del Acuerdo, cuya información de contacto figura en la sección 12 más abajo.

10. ¿CUÁNDO RECIBIRÉ MI PAGO?

El Tribunal celebrará una Audiencia de Aprobación Definitiva el 10 de julio de 2026 para decidir si aprueba el Acuerdo. Si el juez aprueba el Acuerdo y alguien se opone, puede haber apelaciones. Nunca se sabe cuándo se resolverán estas objeciones y apelaciones, y resolverlas puede llevar tiempo. Si no hay objeciones, la Fecha de Entrada en Vigor del Acuerdo será la fecha en que el Tribunal dicte la orden que otorga la aprobación definitiva.

Tras la fecha de entrada en vigor, los pagos individuales de la Clase y los pagos PAGA individuales se enviarán por correo a los Miembros Participantes de la Clase y a los empleados agraviados aproximadamente 30 días después de que la aprobación del Acuerdo por parte del tribunal sea definitiva, siempre que no haya apelaciones.

Los cheques del Acuerdo deben cobrarse inmediatamente después de su recepción. Los ingresos de los cheques que no se hayan cobrado después de 180 días desde la fecha de emisión se enviarán a una organización sin ánimo de lucro, Access Reproductive Justice. Si pierde o extravía su cheque del Acuerdo, debe ponerse en contacto con el administrador del Acuerdo inmediatamente para solicitar un reemplazo.

Para obtener información actualizada sobre el estado de los pagos, póngase en contacto con el administrador del Acuerdo (véase la sección 12).

11. ¿A QUÉ RENUNCIO PARA OBTENER EL PAGO?

Si el tribunal aprueba este Acuerdo y a menos que se excluya, se convertirá en Miembro Participante de la Clase, lo que significa que no podrá Demandar, continuar con una Demanda ni formar parte de ninguna otra Demanda contra los Demandados en relación con las reclamaciones legales que se resuelven en este Acuerdo. En concreto, renunciará o “liberará” las Reclamaciones Exoneradas que se describen a continuación contra los Demandados y todas las filiales, afiliadas, accionistas, miembros, agentes, predecesores, sucesores,

propietarios y cesionarios de los Demandados (“partes liberadas”). Las liberaciones entrarán en vigor una vez que el Demandado haya financiado íntegramente el GSA.

Reclamaciones Exoneradas: Las “Reclamaciones Exoneradas” son todas las reclamaciones, derechos, Demandas, responsabilidades y causas de acción, en derecho o en equidad, que surjan en cualquier momento durante el Período de Clase por las reclamaciones presentadas por el Demandante en la Demanda de Clase operativa, o que podrían haber sido presentadas por el Demandante contra los Demandados en la Demanda de Clase operativa basándose en los hechos alegados en la misma.

Reclamaciones PAGA exoneradas: Si usted es un empleado agraviado (es decir, si trabajó para los Demandados durante el período PAGA), también liberará todas las reclamaciones por sanciones civiles que se alegaron o podrían haberse alegado en la Demanda colectiva PAGA operativa y en la notificación PAGA basándose en los hechos alegados en ellas durante el período PAGA.

EXCLUIRSE DEL ACUERDO

12. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO?

Para excluirse del Acuerdo, debe enviar al Administrador del Acuerdo una solicitud de exclusión por escrito y firmada, que debe tener un matasellos con fecha no posterior al 21 de mayo de 2026. Asegúrese de incluir su nombre, dirección y número de teléfono, así como cualquier otra información que considere útil para que el Administrador del Acuerdo pueda identificarlo. Puede enviar su solicitud de exclusión al Administrador del Acuerdo a la siguiente dirección:

Phoenix Settlement Administrators
Acuerdo de *Acosta v. La Playa Hotel Group, LLC*
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com
acosta-v-la-playa-hotel-group.phoenixcases.com

Si solicita ser excluido del Acuerdo, no estará legalmente obligado por nada de lo que suceda en la Demanda, excepto en lo que se refiere al Acuerdo sobre la reclamación PAGA. Si solicita ser excluido del Acuerdo, no podrá oponerse al mismo y no recibirá un Pago Individual de la Clase, pero seguirá recibiendo un Pago PAGA Individual si trabajó para los Demandados durante el Período PAGA (del 8 de noviembre de 2023 al 6 de febrero de 2026). Si solicita ser excluido, es posible que pueda Demandar (o continuar Demandando) a los Demandados en el futuro.

13. SI NO ME EXCLUYO, ¿PUEDO DEMANDAR A LOS DEMANDADOS POR LO MISMO MÁS ADELANTE?

No. A menos que se excluya, renuncia a cualquier derecho a Demandar a los Demandados por las reclamaciones que resuelve este Acuerdo. Si tiene una Demanda pendiente, hable con su abogado inmediatamente. Debe excluirse de esta Demanda colectiva para continuar con su propia Demanda. Recuerde que la fecha límite para la exclusión es el 21 de mayo de 2026.

14. SI ME EXCLUYO, ¿PUEDO OBTENER DINERO DE ESTE ACUERDO?

No. Si se excluye, no recibirá dinero alguno de este Acuerdo. Sin embargo, si se excluye del Acuerdo a tiempo, conservará el derecho a emprender su propia Demanda legal contra el Demandado, si así lo desea.

LOS ABOGADOS QUE LE REPRESENTAN EN ESTA DEMANDA

15. ¿TENGO UN ABOGADO EN ESTE CASO?

El Tribunal ha determinado que el bufete Wilshire Law Firm está cualificado para representarle a usted y a los miembros de la Clase en la Demanda. Estos abogados se denominan “abogados de la Clase” y su información de contacto se indica a continuación. Si desea ser representado por su propio abogado, puede contratar uno por su cuenta.

John G. Yslas
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WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Ángeles, California 90017
Teléfono: (213) 381-9988
Fax: (213) 381-9989

EXHIBIT B



CASE ASSUMPTIONS

Class Members	800
Opt Out Rate	1%
Opt Outs Received	8
Total Class Claimants	792
Subtotal Admin Only	\$11,000.00

Not-to-Exceed Total \$11,000.00

For 800 Class Members

Pricing Good for Scope of Estimate Only

August 8, 2025

Case: Acosta v. La Playa Hotel Group Opt-Out Administration wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Fawn Bekam, Esq..

Firm: Wilshire Law Firm, PLC

Direct Tel: (213) 381-9988 Ext. 280

Email: fawn.bekam@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 800 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$147.00	1	\$147.00
Call Center & Long Distance	\$1.85	16	\$29.60
NCOA (USPS)	\$200.00	2	\$400.00
Total			\$1,076.60

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.50	800	\$400.00
Notice Packet & Opt-Out Form	\$1.25	800	\$1,000.00
Estimated Postage (up to 2 oz.)*	\$0.74	800	\$592.00
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$3,492.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

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	\$1.25	60	\$75.00
Remail Notice Packets	\$1.25	60	\$75.00
Estimated Postage	\$0.74	60	\$44.40
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$509.40

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$100.00	1	\$100.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	10	\$100.00
Case Manager	\$85.00	2	\$170.00
Total			\$750.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$100.00	4	\$400.00
Mail Class Checks *	\$1.00	800	\$800.00
Estimated Postage	\$0.74	800	\$592.00
Total			\$2,682.00

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	80	\$120.00
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$75.00	2	\$150.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,100.00	1	\$1,100.00
Total			\$2,490.00

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

Estimate Total: \$11,000.00