

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
john.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

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]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: July 10, 2026

Time: 8:30 a.m.

Dept.: 15

Action Filed: September 30, 2024

1 Plaintiff Aguila Tobias Acosta’s (“Plaintiff”) Motion for Final Approval of Class Action
2 and PAGA Settlement came before this Court on July 10, 2026, at 8:30 a.m., in Department 15
3 of the Superior Court of California, County of Monterey, located at 1200 Aguajito Road,
4 Monterey, California 93940. Plaintiff now seeks an order granting final approval of the
5 Settlement Agreement (“Settlement” or “Settlement Agreement”) between Plaintiff and La
6 Playa Hotel Group, LLC; Hotel Carmel Group, LLC; Casa Loma Beach Hotel, LLC; and North
7 Coast Group, LLC (collectively “Defendants”) (Plaintiff and Defendants collectively, the
8 “Parties”), a copy of which is attached to the Declaration of John G. Yslas in Support of
9 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit**
10 **4**. On February 6, 2026, this Court issued an Order Granting Plaintiff’s Motion for Preliminary
11 Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”). In accordance
12 with the Preliminary Approval Order, Class Members have been given notice of the terms of
13 the Settlement and the opportunity to comment on or object to it or to exclude themselves from
14 its provisions.

15 Having received and considered the Settlement Agreement, the supporting papers filed
16 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
17 Approval of Class Action and PAGA Settlement granted on February 6, 2026, and the instant
18 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
19 well as oral argument presented to the Court, the Court grants final approval of the Settlement
20 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

21 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
22 including all Settlement Class Members.

23 2. The Court finds that the Class, as defined below, is properly certified as a class for
24 settlement purposes only:

25 all persons who worked for Defendants in California as an hourly-paid or
26 non-exempt employee at any time during the Class Period.

27 3. “Class Period” means the period from September 30, 2020, through February 6,
28 2026.

1 4. The Court appoints Plaintiff Aguila Tobias Acosta as Class Representative for
2 settlement purposes only.

3 5. The Court appoints John G. Yslas, Eugene Zinovyev, John Brown, Gabriella Solé,
4 and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

5 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
6 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
7 their right to receive a settlement share, their right to comment on or object to the Settlement or to
8 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
9 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
10 periods of time were provided by each of these procedures.

11 7. No Class Members objected to the Settlement.

12 8. Two (2) Class Members requested exclusion from the Settlement.

13 9. The Court finds and determines that this notice procedure afforded adequate
14 protections to Class Members and provides the basis for the Court to make an informed decision
15 regarding approval of the Settlement based on the responses of Class Members. The Court finds
16 and determines that the notice provided in this case was the best notice practicable, which satisfied
17 the requirements of law and due process.

18 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
19 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
20 requirements for final approval of this class action settlement under California law, including the
21 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
22 3.769.

23 11. Class Members who have not opted out will be bound by the Settlement, except
24 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
25 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
26 whether they opt out of the Settlement.

27 12. The Court finds that Plaintiff notified the Labor and Workforce Development
28 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California

1 Labor Code § 2699(s).

2 13. The “Effective Date” means the date by which both of the following have occurred:
3 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
4 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
5 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
6 one or more Participating Class Members objects to the Settlement, the day after the deadline for
7 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
8 the day after the appellate court affirms the Judgment and issues a remittitur.

9 14. No later than 45 days after the Effective Date, Defendants shall fully fund the the
10 Gross Settlement Amount of \$850,000.00 and the amounts necessary to fully pay Defendants’
11 share of payroll taxes by transmitting the funds to the Administrator.

12 15. Within 10 days after Defendants fully fund the Gross Settlement Amount, the
13 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
14 the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment,
15 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
16 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
17 and the Class Representative Service Payment shall not precede disbursement of Individual Class
18 Payments and Individual PAGA Payments.

19 16. In addition to any recovery Plaintiff may receive under the Settlement, and in
20 recognition of Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby approves
21 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
22 Aguila Tobias Acosta in the amount of \$10,000.00.

23 17. The Court approves payment from the Gross Settlement Amount for civil penalties
24 under PAGA in the amount of \$42,500.00 with the LWDA to receive 65% (\$27,625.00), and the
25 remaining 35% (\$14,875.00) to be distributed to Aggrieved Employees, defined as all persons who
26 worked for Defendants in California as an hourly-paid or non-exempt employee at any time during
27 the PAGA Period (November 8, 2023, through February 6, 2026). The Court finds and determines
28 that such payment is fair, reasonable, and appropriate.

1 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
2 to Class Counsel in the amount of \$283,333.33, and the reimbursement of litigation costs in the
3 amount \$19,668.99. Both are reasonable amounts. The reasonableness of the fee award is
4 determined based on a reasonable percentage of the common fund obtained for the Class. The
5 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
6 efficient litigation practices and reflects the actual benefit obtained for the Class.

7 19. The Court approves payment from the Gross Settlement Amount for settlement
8 administration services in the amount of \$11,000.00 to the Settlement Administrator, Phoenix
9 Settlement Administrators.

10 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
11 the Settlement Administrator. For any Class Member whose Individual Class Payment check or
12 Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator
13 shall transmit the funds represented by such checks to Boys & Girls Club of Monterey County,
14 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

15 21. Effective on the date when Defendants fully fund the Gross Settlement Amount and
16 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
17 Class Members, and Class Counsel will release claims against all Released Parties as follows:

18 (a) Released Class Claims: "All Participating Class Members will release all
19 claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably
20 been alleged based on the facts alleged in the Operative Complaint. The Released Class Claims
21 are those that accrued during the Class Period."

22 (b) Released PAGA Claims: "All Aggrieved Employees will release all claims
23 for PAGA civil penalties that are alleged or reasonably could have been alleged based on the
24 facts alleged in Plaintiff's November 8, 2024, August 14, 2025, and September 3, 2025 PAGA
25 Notices. The Released PAGA Claims are those that accrued during the PAGA Period."

26 22. "Released Parties" means Defendants.

27 23. The Parties and Administrator are hereby ordered to comply with the terms of the
28 Settlement.

1 24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs
2 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
3 Approval of Class Action and PAGA Settlement.

4 25. Without affecting the finality of this order in any way, pursuant to California Code
5 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
6 interpretation, administration, implementation, effectuation, and enforcement of this order and the
7 Settlement.

8 26. The Court hereby enters final judgment in accordance with the terms of the
9 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
10 PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action
11 and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action
12 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
13 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
14 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

15 27. A Settlement Compliance Hearing is set for April 2, 2027, at 8:30 a.m. or a date and
16 time soon thereafter more convenient for the Court: _____, at _____
17 a.m./p.m. in Department 15 of the above-captioned Court.

18 28. A final report from the Settlement Administrator indicating that disbursements were
19 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement
20 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,
21 no appearance will be required at the Settlement Compliance Hearing.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

HONORABLE THOMAS W. WILLS
JUDGE OF THE SUPERIOR COURT