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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

EMELY SALDANA and MARCO AURELIO
SILVA, individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

THE BUNGALOW KITCHEN SF, LLC, a
California limited liability company; THE
BUNGALOW LONG BEACH, LLC, a
California limited liability company; THE MINA
GROUP, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Marin
12/04/2025

James M. Kim, Clerk of the Court
By: J. Chen, Deputy

Case No.: CV0000712

**FIRST AMENDED CLASS AND PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiffs Emely Saldana and Marco Aurelio Silva (“Plaintiffs”), on information and belief,
2 alleges as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiffs bring this action against Defendants The Bungalow Kitchen SF, LLC; The
5 Bungalow Long Beach, LLC; The Mina Group, LLC, and DOES 1 through 10 (hereinafter
6 collectively referred to as “Defendants”) for California Labor Code violations and unfair business
7 practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time,
8 and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
9 failure to timely pay final wages, failure to furnish accurate wage statements, and failure to
10 indemnify employees for expenditures.

11 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class
12 action on behalf of Plaintiffs and certain current and former employees of Defendants (hereinafter
13 collectively referred to as the “Class” or “Class Members,” and defined more fully below). The
14 Class consists of Plaintiffs and all other persons who have been employed by any Defendant in
15 California as an hourly-paid or non-exempt employee during the statute of limitations period
16 applicable to the claims pleaded here.

17 3. Plaintiff Emely Saldana brings the Ninth Cause of Action as a representative action
18 under the Labor Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. (“PAGA”)
19 to recover civil penalties that are owed to Plaintiff, the State of California, and past and present
20 non-exempt employees employed by Defendants in the State of California during the statute of
21 limitations period for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

22 4. Defendants own/owned and operate/operated an industry, business, and
23 establishment within the State of California, including Marin County. As such, and based upon all
24 the facts and circumstances incident to Defendants’ business in California, Defendants are subject
25 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”),
26 and the California Business & Professions Code.

27 5. Despite these requirements, throughout the statutory period, Defendants have, at
28 times:

- 1 (a) Failed to pay employees, or some of them, for all hours worked, including
2 all minimum, straight time, and overtime wages in compliance with the
3 California Labor Code and IWC Wage Orders;
- 4 (b) Failed to provide employees, or some of them, with timely and duty-free
5 meal periods in compliance with the California Labor Code and IWC Wage
6 Orders, failed to maintain accurate records of all meal periods taken or
7 missed, and failed to pay an additional hour's pay for each workday a meal
8 period violation occurred;
- 9 (c) Failed to authorize and permit employees, or some of them, to take timely
10 and duty-free rest periods in compliance with the California Labor Code and
11 IWC Wage Orders, and failed to pay an additional hour's pay for each
12 workday a rest period violation occurred;
- 13 (d) Willfully failed to pay employees, or some of them, all minimum wage,
14 straight time wages, overtime wages, meal period premium wages, and rest
15 period premium wages due within the time period specified by California
16 law when employment terminates;
- 17 (e) Failed to provide employees, or some of them, with accurate, itemized wage
18 statements containing all the information required by the California Labor
19 Code and IWC Wage Orders; and,
- 20 (f) Failed to indemnify employees, or some of them, for expenditures incurred
21 in direct discharge of duties of employment.

22 6. On information and belief, Defendants were on actual and constructive notice of the
23 improprieties alleged herein and intentionally refused to rectify their unlawful conduct.
24 Defendants' violations, as alleged above, during all relevant times herein were willful and
25 deliberate.

26 7. At all relevant times, Defendants were and are legally responsible for all of the
27 unlawful conduct, policies, acts and omissions as described in each and all of the foregoing
28 paragraphs as the employers of Plaintiffs and the Class. Further, Defendants are responsible for

each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiffs

8. Plaintiff Emely Saldana is a resident of Nicasio, California who worked for Defendants in Marin County, California as an hourly-paid, non-exempt employee from approximately October 2021 to approximately April 2023.

9. Plaintiff Marco Aurelio Silva is a resident of California who worked for Defendants in San Francisco County, California as an hourly-paid, non-exempt employee from approximately October 2021 to approximately April 2025.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendants The Bungalow Kitchen SF, LLC; The Bungalow Long Beach, LLC; The Mina Group, LLC, are, and at all times herein mentioned, were:

- (a) Business entities conducting business in numerous counties throughout the State of California, including Sacramento County; and,
- (b) The former employers of Plaintiffs, and the current and/or former employers of the putative Class because Defendants The Bungalow Kitchen SF, LLC; The Bungalow Long Beach, LLC; The Mina Group, LLC, suffered and permitted Plaintiffs and the Class to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiffs and the Class, thereby creating a common law employment relationship.

12. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by

1 Plaintiff and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the true
2 names and capacities of these Defendants when they have been ascertained, together with
3 appropriate charging allegations, as may be necessary.

4 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
5 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
6 injured a significant number of the Plaintiffs and the Class in the State of California.

7 14. Plaintiffs are informed and believe and thereon allege that at all relevant times each
8 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
9 other employees described in the class definitions below, and exercised control over their wages,
10 hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all
11 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
12 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
13 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
14 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
15 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
16 below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant
17 to and within the scope of the relationships alleged above, that each Defendant knew or should
18 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
19 conduct of all other Defendants.

20 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

21 15. Plaintiff Emely Saldana worked for Defendants in Marin County, California as an
22 hourly-paid, non-exempt employee from approximately October 2021 to approximately April
23 2023. Plaintiff Marco Aurelio Silva worked for Defendants in San Francisco County, California as
24 an hourly-paid, non-exempt employee from approximately October 2021 to approximately April
25 2025. During Plaintiff's employment for Defendants, Defendants paid Plaintiffs an hourly wage
26 and classified Plaintiffs as non-exempt from overtime. Defendants typically scheduled Plaintiffs
27 to work at least five days in a workweek and at least eight hours per day, but Plaintiffs also worked
28 more than eight hours in a workday and more than forty (40) hours in a workweek.

1 16. Throughout Plaintiffs' employment, Defendants, at times, failed to pay for all hours
2 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with
3 legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed
4 to timely pay all final wages to Plaintiffs when Defendants terminated Plaintiffs' employment,
5 failed to furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for
6 expenditures. As discussed below, Plaintiffs' experience working for Defendants was typical and
7 illustrative.

8 17. Throughout the statutory period, Defendants, at times, failed to pay Plaintiffs and
9 the Class, or some of them, for all hours worked, including minimum, straight time, and overtime
10 wages. Defendants would, at times, manufacture time keeping records to falsely show that
11 Plaintiffs and the Class took meal periods when in fact they worked "off-the-clock,"
12 uncompensated. The effect is that Plaintiffs and the Class, or some of them, worked through meal
13 periods "off-the-clock," and continued to work after they had clocked out for the workday.
14 Defendants paid Plaintiffs and the Class, or some of them, less than all their work time. Much of
15 this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
16 Defendants also failed to maintain accurate records of the hours Plaintiffs and the Class, or some
17 of them, worked.

18 18. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs
19 and the Class, or some of them, with legally compliant meal periods. Defendants required Plaintiffs
20 and the Class, or some of them, to work in excess of five consecutive hours a day without providing
21 a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without
22 compensating Plaintiffs and the Class, or some of them, for all missed meal periods that were not
23 provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued
24 to assert control over Plaintiffs and the Class, or some of them, by requiring, pressuring, or
25 encouraging them to perform work tasks which could not be completed without working in lieu of
26 taking mandatory meal periods, or by denying Plaintiffs and the Class, or some of them, permission
27 to take a meal period. Defendants also failed, at times, to permit Plaintiffs to take a second meal
28 period when Plaintiffs worked at least ten hours of work in a workday. As described above,

1 Defendants would manufacture time keeping records to falsely show that Plaintiffs and the Class,
2 or some of them, took meal periods by the fifth hour of work or took meal periods when in fact
3 they worked off-the-clock, uncompensated. Accordingly, Defendants failed to provide meal
4 periods to Plaintiffs and the Class, or some of them, in compliance with California law.

5 19. Throughout the statutory period, Defendants have, at times, wrongfully failed to
6 authorize and permit Plaintiffs and the Class, or some of them, to take legally compliant rest
7 periods. Defendants required Plaintiffs and the Class, or some of them, to work in excess of four
8 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
9 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
10 or without compensating Plaintiffs and the Class, or some of them, for rest periods that were not
11 authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and the
12 Class, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which
13 could not be completed without working in lieu of taking mandatory rest periods, or by denying
14 Plaintiffs and the Class, or some of them, permission to take a rest period. Accordingly, Defendants
15 failed to authorize and permit Plaintiffs and the Class, or some of them, to take rest periods in
16 compliance with California law.

17 20. Throughout the statutory period, Defendants, at times, willfully failed and refused
18 to timely pay Plaintiffs and the Class, or some of them, all final wages due at their termination of
19 employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures,
20 minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period
21 premium wages owed to Plaintiffs by Defendants at the conclusion of Plaintiffs' employment. On
22 information and belief, Defendants' failure to timely pay Plaintiffs' final wages when Plaintiffs'
23 employment terminated was not a single, isolated incident, but was instead consistent with
24 Defendants' practices that applied, at times, to Plaintiffs and the Class.

25 21. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiffs
26 and the Class, or some of them, with accurate, itemized wage statements showing all applicable
27 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
28 for meal periods that were not provided in accordance with California law, and correct wages for

1 rest periods that were not authorized and permitted to take in accordance with California law). As
2 a result of these violations of California Labor Code § 226(a), the Plaintiffs and the Class, or some
3 of them, suffered injury because, among other things:

- 4 (a) the violations led them to believe that they were not entitled to be paid
5 minimum wage, straight time wages, overtime wages, meal period premium
6 wages, and rest period premium wages, even though they were entitled;
- 7 (b) the violations led them to believe that they had been paid the minimum wage,
8 straight time wages, overtime wages, meal period premium wages, and rest
9 period premium wages, even though they had not been;
- 10 (c) the violations led them to believe they were not entitled to be paid minimum
11 wage, straight time wages, overtime wages, meal period premium wages,
12 and rest period premium wages at the correct California rate even though
13 they were entitled;
- 14 (d) the violations led them to believe they had been paid minimum wage,
15 straight time wages, overtime wages, meal period premium wages, and rest
16 period premium wages at the correct California rate even though they had
17 not been;
- 18 (e) the violations hindered them from determining the amounts of minimum
19 wage, straight time wages, overtime wages, meal period premium wages,
20 and rest period premium wages owed to them;
- 21 (f) in connection with their employment before and during this action, and in
22 connection with prosecuting this action, the violations caused them to have
23 to perform mathematical computations to determine the amounts of wages
24 owed to them, computations they would not have to make if the wage
25 statements contained the required accurate information;
- 26 (g) by understating the wages truly due to them, the violations caused them to
27 lose entitlement and/or accrual of the full amount of Social Security,
28 disability, unemployment, and other governmental benefits;

1 (h) the wage statements inaccurately understated the wages, hours, and wage
2 rates to which Plaintiffs and the Class, or some of them, were entitled, and
3 Plaintiffs and the Class, or some of them, were paid less than the wages and
4 wage rates to which they were entitled.

5 Thus, Plaintiffs and the Class, or some of them, are owed the amounts provided for in California
6 Labor Code § 226(e).

7 22. Throughout the statutory period, Defendants have wrongfully required Plaintiffs
8 and the Class, or some of them, to pay expenses that they incurred in direct discharge of their duties
9 for Defendant. Plaintiffs and the Class, or some of them, paid out-of-pocket for necessary
10 employment-related expenses.

11 23. Plaintiffs and the Class, or some of them, incurred substantial expenses as a direct
12 result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs
13 and the Class, or some of them, for these employment-related expenses.

14 **CLASS ACTION ALLEGATIONS**

15 24. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
16 persons similarly situated, and thus, seeks class certification under California Code of Civil
17 Procedure § 382.

18 25. All claims alleged herein arise under California law for which Plaintiffs seek relief
19 authorized by California law.

20 26. The proposed Class consists of and is defined as:

21 All persons who worked for any Defendant in California as an hourly-paid or
22 non-exempt employee at any time during the period beginning four years and 178
23 days before the filing of the initial complaint in this action and ending when
notice to the Class is sent.¹

24 27. At all material times, Plaintiffs were a member of the Class.

25 28. Plaintiffs undertake this concerted activity to improve the wages and working
26 conditions of all Class Members.

27 ¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a)
28 (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed 180
days are tolled from April 6, 2020 to October 1, 2020.”

1 29. There is a well-defined community of interest in the litigation and the Class is
2 readily ascertainable:

3 (a) Numerosity: The members of the Class (and each subclass, if any) are so
4 numerous that joinder of all members would be unfeasible and impractical.
5 The membership of the entire Class is unknown to Plaintiff at this time;
6 however, the Class is estimated to be greater than forty (40) individuals and
7 the identity of such membership is readily ascertainable by inspection of
8 Defendants' records.

9 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect
10 the interests of each Class Member with whom there is a shared, well-
11 defined community of interest, and Plaintiff's claims (or defenses, if any)
12 are typical of all Class Members' claims as demonstrated herein.

13 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect
14 the interests of each Class Member with whom there is a shared, well-
15 defined community of interest and typicality of claims, as demonstrated
16 herein. Plaintiffs have no conflicts with or interests antagonistic to any Class
17 Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the
18 rules governing class action discovery, certification, and settlement.
19 Plaintiffs have incurred, and throughout the duration of this action, will
20 continue to incur costs and attorneys' fees that have been, are, and will be
21 necessarily expended for the prosecution of this action for the substantial
22 benefit of each class member.

23 (d) Superiority: A Class Action is superior to other available methods for the
24 fair and efficient adjudication of the controversy, including consideration of:
25 1) The interests of the members of the Class in individually controlling
26 the prosecution or defense of separate actions;
27 2) The extent and nature of any litigation concerning the controversy
28 already commenced by or against members of the Class;

1 3) The desirability or undesirability of concentrating the litigation of the
2 claims in the particular forum; and,

3 4) The difficulties likely to be encountered in the management of a class
4 action.

5 (e) Public Policy Considerations: The public policy of the State of California is
6 to resolve the California Labor Code claims of many employees through a
7 class action. Indeed, current employees are often afraid to assert their rights
8 out of fear of direct or indirect retaliation. Former employees are also fearful
9 of bringing actions because they believe their former employers might
10 damage their future endeavors through negative references and/or other
11 means. Class actions provide the class members who are not named in the
12 complaint with a type of anonymity that allows for the vindication of their
13 rights at the same time as their privacy is protected.

14 30. There are common questions of law and fact as to the Class (and each subclass, if
15 any) that predominate over questions affecting only individual members, including without
16 limitation, whether, as alleged herein, Defendants have:

- 17 (a) Failed to pay Class Members for all hours worked, including minimum ,
18 straight time, and overtime wages;
- 19 (b) Failed to provide meal periods and pay meal period premium wages to Class
20 Members;
- 21 (c) Failed to authorize and permit rest periods and pay rest period premium
22 wages to Class Members;
- 23 (d) Failed to provide Class Members with timely final wages;
- 24 (e) Failed to provide Class Members with accurate wage statements;
- 25 (f) Failed to indemnify Class Members for expenditures; and
- 26 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
27 result of their illegal conduct as described above.

28 ///

1 31. This Court should permit this action to be maintained as a class action pursuant to
2 California Code of Civil Procedure § 382 because:

- 3 (a) The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;
- 5 (b) A class action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the members of the Class;
- 7 (c) The members of the Class are so numerous that it is impractical to bring all
8 members of the class before the Court;
- 9 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
10 effective and economic legal redress unless the action is maintained as a
11 class action;
- 12 (e) There is a community of interest in obtaining appropriate legal and equitable
13 relief for the statutory violations, and in obtaining adequate compensation
14 for the damages and injuries for which Defendants are responsible in an
15 amount sufficient to adequately compensate the members of the Class for
16 the injuries sustained;
- 17 (f) Without class certification, the prosecution of separate actions by individual
18 members of the class would create a risk of:
- 19 1) Inconsistent or varying adjudications with respect to individual
20 members of the Class which would establish incompatible standards
21 of conduct for Defendants; and/or,
- 22 2) Adjudications with respect to the individual members which would,
23 as a practical matter, be dispositive of the interests of other members
24 not parties to the adjudications, or would substantially impair or
25 impede their ability to protect their interests, including but not
26 limited to the potential for exhausting the funds available from those
27 parties who are, or may be, responsible Defendants; and,

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1 (g) Defendants have acted or refused to act on grounds generally applicable to
2 the Class, thereby making final injunctive relief appropriate with respect to
3 the class as a whole.

4 32. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
5 the Class that would set forth the subject and nature of the instant action. The Defendants' own
6 business records may be utilized for assistance in the preparation and issuance of the contemplated
7 notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of
8 additional techniques and forms commonly used in class actions, such as published notice, e-mail
9 notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the
10 Class and deemed necessary and/or appropriate by the Court.

11 **FIRST CAUSE OF ACTION**

12 **(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All**
13 **Hours Worked)**

14 33. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
15 1 through 32 in this Complaint.

16 34. "Hours worked" is the time during which an employee is subject to the control of
17 an employer and includes all the time the employee is suffered or permitted to work, whether or
18 not required to do so.

19 35. At all relevant times herein mentioned, Defendants, at times, knowingly failed to
20 pay to Plaintiffs and the Class, or some of them, compensation for all hours they worked. By their
21 failure to pay compensation for each hour worked as alleged above, Defendants willfully violated
22 the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which
23 require such compensation to non-exempt employees.

24 36. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight
25 time wages for all non-overtime hours worked for Defendant.

26 37. By and through the conduct described above, Plaintiffs and the Class have been
27 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

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38. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

39. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs and the Class.

40. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

41. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, Defendants failed and refused to pay Plaintiffs and the Class, or some of them, all such wages due and failed to pay those wages twice a month.

42. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

43. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 32 in this Complaint.

44. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

45. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California

1 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
2 by the IWC is unlawful.

3 46. At all times relevant hereto, Plaintiffs and the Class, or some of them, have at times
4 worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as
5 employees of Defendants.

6 47. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class, or
7 some of them, overtime compensation for the hours they have worked in excess of the maximum
8 hours permissible by law as required by California Labor Code §§ 510 and 1198.

9 48. By virtue of Defendants' unlawful failure to pay additional premium rate
10 compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the
11 Class have suffered, and will continue to suffer, damages in amounts which are presently unknown
12 to them but which exceed the jurisdictional minimum of this Court and which will be ascertained
13 according to proof at trial.

14 49. By failing to keep adequate time records required by Labor Code § 1174(d),
15 Defendants have made it difficult to calculate the full extent of overtime compensation due to
16 Plaintiffs and the Class.

17 50. Plaintiffs and the Class also request recovery of overtime compensation according
18 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
19 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
20 California Labor Code and/or other statutes.

21 51. California Labor Code § 204 requires employers to provide employees with all
22 wages due and payable twice a month. The Wage Orders also provide that every employer shall
23 pay to each employee, on the established payday for the period involved, overtime wages for all
24 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the Class
25 with all compensation due, in violation of California Labor Code § 204.

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1 **THIRD CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Provide Meal Periods)**

3 52. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
4 through 32 in this Complaint.

5 53. Under California law, Defendants have an affirmative obligation to relieve the
6 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than at the
7 end of Plaintiffs and the Class' fifth hour of work in a workday, and to take their second meal
8 periods no later than at the end of the tenth hour of work in the workday. California Labor Code §
9 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
10 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
11 California Labor Code § 226.7 for an employer to require any employee to work during any meal
12 period mandated under any Wage Order.

13 54. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs
14 and the Class, or some of them, with both meal periods as required by California law. By their
15 failure to permit and authorize Plaintiffs and the Class, or some of them, to take all meal periods
16 as alleged above (or due to the fact that Defendants made it impossible or impracticable to take
17 these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor
18 Code § 226.7 and the applicable Wage Orders.

19 55. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
20 additional wages for each workday he or she was not provided with all required meal period(s),
21 plus interest thereon.

22 **FOURTH CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

24 56. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
25 1 through 32 in this Complaint.

26 57. Defendants are required by California law to authorize and permit breaks of ten
27 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
28 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer

1 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
2 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
3 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
4 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an
5 employer to require any employee to work during any rest period mandated under any Wage Order.

6 58. Despite these legal requirements, Defendants at times failed to authorize Plaintiffs
7 and the Class, or some of them, to take rest breaks, regardless of whether employees worked more
8 than four hours in a workday. By their failure to permit and authorize Plaintiffs and the Class to
9 take rest periods as alleged above (or due to the fact that Defendants made it impossible or
10 impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions
11 of California Labor Code § 226.7 and the applicable Wage Orders.

12 59. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
13 premium wages rate for each workday he or she was not provided with all required rest break(s),
14 plus interest thereon.

15 **FIFTH CAUSE OF ACTION**

16 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time** 17 **Penalties)**

18 60. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
19 1 through 32 in this Complaint.

20 61. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
21 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
22 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
23 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
24 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
25 which case the employee is entitled to his or her wages at the time of quitting.

26 62. Within the applicable statute of limitations, the employment of many other members
27 of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will
28 be. However, during the relevant time period, Defendants at times failed, and continue to fail, to

1 pay terminated Class Members, without abatement, all wages required to be paid by California
2 Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of
3 their leaving Defendants' employ.

4 63. Defendants' failure to pay those Class members who are no longer employed by
5 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
6 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
7 202.

8 64. California Labor Code § 203 provides that if an employer willfully fails to pay
9 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
10 a penalty wage from the due date, and at the same rate until paid or until an action is commenced;
11 but the wages shall not continue for more than thirty (30) days.

12 65. The Class is entitled to recover from Defendants their additionally accruing wages
13 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
14 pursuant to California Labor Code § 203.

15 66. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
16 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
17 action.

18 **SIXTH CAUSE OF ACTION**

19 **(Against All Defendants for Failure to Provide and Maintain Accurate and** 20 **Compliant Wage Records)**

21 67. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
22 1 through 32 in this Complaint.

23 68. At all material times set forth herein, California Labor Code § 226(a) provides that
24 every employer shall furnish each of his or her employees an accurate itemized wage statement in
25 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
26 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
27 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
28 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,

1 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
2 and the last four digits of his or her social security number or an employee identification number
3 other than a social security number, (8) the name and address of the legal entity that is the
4 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate by the employee.

6 69. Defendants have, at times, intentionally and willfully failed to provide employees
7 with complete and accurate wage statements. The deficiencies include, among other things, the
8 failure to correctly identify the gross wages earned by Plaintiffs and the Class, or some of them,
9 the failure to list the true “total hours worked by the employee,” and the failure to list the true net
10 wages earned.

11 70. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs
12 and the Class have suffered injury and damage to their statutorily protected rights.

13 71. Specifically, Plaintiffs and the members of the Class have been injured by
14 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both
15 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
16 statements under California Labor Code § 226(a).

17 72. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
18 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as
19 a result of having to bring this action to attempt to obtain correct wage information following
20 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
21 laws and regulations.

22 73. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
23 actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or
24 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

25 74. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
26 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code
27 § 226(h).
28

1 **SEVENTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

3 75. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
4 1 through 32 in this Complaint.

5 76. As set forth above, Plaintiffs and the Class, or some of them, were required to incur
6 substantial necessary expenditures and losses in direct consequence of the discharge of their duties
7 or of their obedience to directions of Defendants.

8 77. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
9 Plaintiffs and the Class, or some of them, for necessary expenditures and losses incurred in direct
10 consequence of the discharge of their duties or of their obedience to directions of Defendants.

11 78. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
12 expenses they paid, or which were deducted by Defendants from their wages.

13 79. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs
14 of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code
15 § 2802(b).

16 **EIGHTH CAUSE OF ACTION**

17 **(Against All Defendants for Violation of California Business & Professions Code §§ 17200,**
18 **et seq.)**

19 80. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
20 1 through 32 in this Complaint.

21 81. Defendants, and each of them, are "persons" as defined under California Business
22 & Professions Code § 17201.

23 82. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
24 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks
25 to enforce important rights affecting the public interest within the meaning of Code of Civil
26 Procedure § 1021.5.

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83. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

84. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

85. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

86. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

87. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

88. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

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1 **Failure to Indemnify Business Expenses**

2 89. Defendants' failure to reimburse expenses incurred in accordance with California
3 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
4 California Business & Professions Code §§ 17200, *et seq.*

5 90. By and through their unfair, unlawful and/or fraudulent business practices described
6 herein, Defendants, have obtained valuable property, money and services from Plaintiffs, and all
7 persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of
8 valuable rights and benefits guaranteed by law, all to their detriment.

9 91. Plaintiffs and the Class Members suffered monetary injury as a direct result of
10 Defendants' wrongful conduct.

11 92. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled
12 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
13 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by
14 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and
15 the Class are not obligated to establish individual knowledge of the wrongful practices of
16 Defendants in order to recover restitution.

17 93. Plaintiffs, individually, and on behalf of members of the putative class, are further
18 entitled to and do seek a declaration that the above-described business practices are unfair,
19 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
20 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
21 in the future.

22 94. Plaintiffs, individually, and on behalf of members of the putative class, have no
23 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
24 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices.
25 As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs,
26 individually, and on behalf of members of the putative Class, have suffered and will continue to
27 suffer irreparable harm unless the Defendants are restrained from continuing to engage in said
28 unfair, unlawful and/or fraudulent business practices.

95. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

96. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

**(By Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys
General Act of 2004, Cal. Lab. Code § 2698, et seq.)**

97. Plaintiff Emely Saldana incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 32 in this Complaint.

98. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

99. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

100. Plaintiff gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-1011104-24 (Emely

1 Saldana v. Bungalow Kitchen SF, LLC). The Labor and Workforce Development Agency has not
2 indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice.
3 Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant
4 to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties
5 include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5,
6 1197.1, and 2699.

7 101. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
8 of civil penalties on behalf of Plaintiff, the State of California, and similarly situated Aggrieved
9 Employees of Defendants. The exact amount of the applicable penalties, in all, is an amount to be
10 shown according to proof at trial. These penalties are in addition to all other remedies permitted
11 by law.

12 102. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant
13 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
14 shall be entitled to an award of reasonable attorney's fees and costs."

15 **PRAYER FOR RELIEF**

16 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
17 the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

18 **Class Certification**

19 1. That this action be certified as a class action with respect to the First, Second, Third,
20 Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

21 2. That Plaintiffs be appointed as the representative of the Class; and,

22 3. That counsel for Plaintiffs be appointed as Class Counsel.

23 **As to the First Cause of Action**

24 4. That the Court declare, adjudge, and decree that Defendants violated California Labor
25 Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum
26 and straight time wages due;

27 5. For unpaid wages as may be appropriate;

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1 6. For pre-judgment interest on any unpaid compensation commencing from the date
2 such amounts were due;

3 7. For liquidated damages;

4 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
5 California Labor Code § 1194(a); and,

6 9. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Second Cause of Action

8 10. That the Court declare, adjudge, and decree that Defendants violated California
9 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
10 overtime wages due;

11 11. For unpaid wages at overtime wage rates as may be appropriate;

12 12. For pre-judgment interest on any unpaid overtime compensation commencing from
13 the date such amounts were due;

14 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
15 California Labor Code § 1194(a); and,

16 14. For such other and further relief as the Court may deem equitable and appropriate.

17 As to the Third Cause of Action

18 15. That the Court declare, adjudge, and decree that Defendants violated California
19 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

20 16. For unpaid meal period premium wages as may be appropriate;

21 17. For pre-judgment interest on any unpaid compensation commencing from the date
22 such amounts were due;

23 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
24 and for costs of suit incurred herein; and,

25 19. For such other and further relief as the Court may deem equitable and appropriate.

26 As to the Fourth Cause of Action

27 20. That the Court declare, adjudge, and decree that Defendants violated California
28 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

- 1 21. For unpaid rest period premium wages as may be appropriate;
- 2 22. For pre-judgment interest on any unpaid compensation commencing from the date
- 3 such amounts were due;
- 4 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
- 5 and for costs of suit incurred herein; and,
- 6 24. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Fifth Cause of Action

- 8 25. That the Court declare, adjudge and decree that Defendants violated California
- 9 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
- 10 termination of the employment;
- 11 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
- 12 employees who have left Defendants' employ;
- 13 27. For pre-judgment interest on any unpaid wages from the date such amounts were
- 14 due;
- 15 28. For reasonable attorneys' fees and for costs of suit incurred herein; and,
- 16 29. For such other and further relief as the Court may deem equitable and appropriate.

17 As to the Sixth Cause of Action

- 18 30. That the Court declare, adjudge, and decree that Defendants violated the record
- 19 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
- 20 willfully failed to provide accurate itemized wage statements thereto;
- 21 31. For all actual damages, according to proof;
- 22 32. For statutory penalties pursuant to California Labor Code § 226(e);
- 23 33. For injunctive relief to ensure compliance with this section, pursuant to California
- 24 Labor Code § 226(h);
- 25 34. For reasonable attorneys' fees and for costs of suit incurred herein; and,
- 26 35. For such other and further relief as the Court may deem equitable and appropriate.

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37. For unpaid wages or unreimbursed business expenses as may be appropriate;
38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
39. For reasonable attorneys' fees and for costs of suit incurred herein; and,
40. For such other and further relief as the Court may deem equitable and appropriate.

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

43. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

As to all Causes of Action

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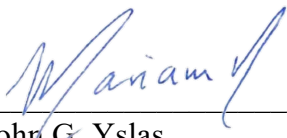
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Respectfully submitted,

Dated: 12/2/2025

WILSHIRE LAW FIRM

By: 

John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan

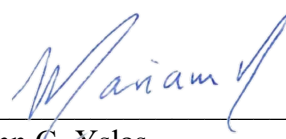
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: 12/2/2025

WILSHIRE LAW FIRM

By: 

John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan

Attorneys for Plaintiffs