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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.

Case No.: CV0000712

*[Assigned for All Purposes to the Hon.
Andrew E. Sweet, Courtroom E]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: August 22, 2023

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Emely Saldana and Marco Aurelio Silva's (collectively
3 "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement
4 ("Motion"), the Declaration of John G. Yslas, the Declaration of Emely Saldana, the Declaration
5 of Marco Aurelio Silva, and the Amended Class Action and PAGA Settlement Agreement and
6 Class Notice ("Settlement Agreement"), and good cause appearing, the Court finds and
7 HEREBY ORDERS THE FOLLOWING:

8 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
9 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
10 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
11 terms set forth in the Settlement Agreement between Plaintiffs and Defendants Bungalow
12 Kitchen SF, LLC; The Bungalow Long Beach, LLC; and The Mina Group, LLC (collectively
13 "Defendants"), attached to the Declaration of John G. Yslas in Support of Plaintiffs' Motion for
14 Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

15 2. The Settlement falls within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court, and appears to be presumptively valid,
17 subject only to any objections that may be raised at the Final Approval Hearing and final
18 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
19 \$450,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
20 a \$20,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
21 which (\$15,000.00) will be paid to California's Labor & Workforce Development Agency and
22 25% of which (\$5,000.00) will be paid to Aggrieved Employees; (c) Class Representative
23 Service Payment of up to \$7,500.00 to Plaintiff Emely Saldana and a Class Representative
24 Service Payment of up to \$2,500.00 to Plaintiff Marco Aurelio Silva (totaling \$10,000.00); (d)
25 Class Counsel's attorneys' fees not to exceed one third (1/3) of the Gross Settlement Amount
26 (currently estimated to be \$150,000.00), and up to \$25,000.00 in costs for actual litigation
27 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
28 \$10,450.00.

1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
4 and reasonable to the Class Members when balanced against the probable outcome of further
5 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
6 significant informal discovery, investigation, research, and litigation have been conducted such
7 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
8 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
9 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
10 the result of intensive, serious, and non-collusive negotiations between the Parties with the
11 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
12 that the Settlement Agreement was entered into in good faith.

13 4. A final approval hearing on the question of whether the proposed Settlement,
14 attorneys' fees and costs to Class Counsel, payment to the California's Labor & Workforce
15 Development Agency for its share of the settlement of claims for penalties under the Private
16 Attorneys General Act, and the Class Representative Service Payment should be finally
17 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
18 accordance with the Implementation Schedule set forth below.

19 5. The Court provisionally certifies for settlement purposes only the following class
20 (the "Class"): "all individuals who worked for Defendants in California as hourly, non-exempt
21 employees at any time during the Class Period."

22 6. "Class Period" means the period from March 1, 2021, through March 30, 2025.

23 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
24 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
25 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
26 of law and fact that are common, or of general interest, to all Settlement Class Members, which
27 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
28 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect

the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Emely Saldana and Marco Aurelio Silva. The Court further preliminarily approves Plaintiff Emely Saldana's ability to request an incentive award of up to \$7,500.00 and Plaintiff Marco Aurelio Silva's ability to request an incentive award of up to \$2,500.00 (\$10,000.00 total).

9. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles, Harry Erganyan, Mariam Nazaretyan, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (currently estimated to be \$150,000.00), and litigation costs not to exceed \$25,000.00.

10. The Court appoints ILYM Group Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$10,450.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	15 days after the Court grants Preliminary Approval of the Settlement

Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	60 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payments to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2026, at _____ a.m./p.m. in Courtroom E of the above-referenced Court.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: _____

HON. ANDREW E. SWEET
JUDGE OF THE SUPERIOR COURT