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10 Attorneys for Plaintiffs

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF MARIN**
14

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

17 *Plaintiffs,*

18 v.
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20 THE BUNGALOW KITCHEN SF, LLC, a
California limited liability company; THE
21 BUNGALOW LONG BEACH, LLC, a
California limited liability company; THE
22 MINA GROUP, LLC, a California limited
liability company; and DOES 1 through 10,
23 inclusive,

24 *Defendants.*
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Case No. CV0000712

*[Assigned for All Purposes to the Hon.
Mark A. Talamantes, Dept. L]*

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. IN SUPPORT
OF PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Final Approval Hearing:

Date: August 28, 2026

Time: 1:30 p.m.

Dept.: L

Action Filed: August 22, 2023

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1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional settlement services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned, *Saldana v. The Bungalow Kitchen SF, LLC, et al.*, matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) translating the mailing documents into Spanish; (b) printing and mailing the *Court Approved Notice Of Class Action And Paga Settlement And Hearing Date For Final Court Approval*, in both English and Spanish (referred to as "Class Notice"); (c) receiving and processing requests for exclusion and objections to the Settlement, if applicable; (d) resolving Settlement Class Members' disputes over the number of Workweeks Defendant has record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (e) establishing a QSF account and calculating individual settlement award amounts; (f) processing and mailing settlement award checks; (g) handling tax withholdings as required by the Settlement and the law; (h) preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

1 4. On May 27, 2025, an Installment Payment was received from Defendant, The
2 Bungalow Kitchen, in the amount of \$50,000.00.

3 5. On June 12, 2025, an Installment Payment was received from Defendant, The
4 Bungalow Kitchen, in the amount of \$50,000.00.

5 6. On June 23, 2025, an Installment Payment was received from Defendant, The Mina
6 Group, in the amount of \$50,000.00.

7 7. On August 19, 2025, ILYM Group received the class data file from Counsel for
8 Defendant, which contained the name, social security number, last known mailing address, the
9 dates of employment worked for each individual, the number of Workweeks worked for each
10 Settlement Class Member during the Class Period and the number of Pay Periods worked for each
11 PAGA Employee during the PAGA Period. The data file was uploaded to our database and checked
12 for duplicates and other possible discrepancies. The Class List contained 684 individuals.

13 8. On September 3, 2025, an Installment Payment was received from Defendant, The
14 Bungalow Kitchen, in the amount of \$50,000.00.

15 9. On September 24, 2025, an Installment Payment was received from Defendant, The
16 Mina Group, in the amount of \$50,000.00.

17 10. On December 2, 2025, an Installment Payment was received from Defendant, The
18 Bungalow Kitchen, in the amount of \$50,000.00.

19 11. On December 23, 2025, an Installment Payment was received from Defendant, The
20 Mina Group, in the amount of \$50,000.00.

21 12. On March 4, 2026, an Installment Payment was received from Defendant, The
22 Bungalow Kitchen, in the amount of \$50,000.00.

23 13. On July 24, 2026, an Installment Payment was received from Defendant, The
24 Bungalow Kitchen, in the amount of \$50,000.00.

25 14. As of the date of this declaration, ILYM Group has received a total amount of
26 \$450,000.00 funded to the QSF account.

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1 15. On April 27, 2026, ILYM Group received the Court approved text for the Class
2 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
3 was approved by the Parties' Counsel prior to mailing.

4 16. As part of the preparation for mailing, all 684 names and addresses contained in the
5 Class List were then processed against the National Change of Address ("NCOA") database,
6 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
7 the mailing addresses of the Settlement Class Members before mailing of the Class Notice. The
8 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
9 address was found in the NCOA database, the updated address was used for the mailing of the Class
10 Notice. To the extent that no updated address was found in the NCOA database, the original address
11 provided by Counsel for Defendants was used for the mailing of the Class Notice.

12 17. On May 11, 2026, the Class Notice was mailed, in both English and Spanish, via
13 U.S. First Class Mail, to all 684 individuals contained in the Class List. Attached hereto, as **Exhibit**
14 **A**, is a true and correct copy of the mailed Class Notice.

15 18. As of the date of this declaration, 103 Class Notices have been returned to our office
16 as undeliverable. Of the 103 returned Class Notices, none included a return with a forwarding
17 address provided by the USPS. ILYM Group performed a computerized skip trace on all 103
18 returned Class Notices that did not have a forwarding address, in an effort to obtain an updated
19 address for the purpose of re-mailing the Class Notice. As a result of this skip trace, 61 updated
20 addresses were obtained and the Class Notices were promptly re-mailed to those Settlement Class
21 Members, via U.S. First Class Mail. In addition, 1 Settlement Class Member contacted ILYM
22 Group to request that a new Class Notice be re-mailed to them.

23 19. As of the date of this declaration, a total of 62 Class Notices have been re-mailed.
24 Specifically, 61 Class Notices were re-mailed as a result of ILYM Group's skip tracing efforts, and
25 1 Class Notice was re-mailed as a result of a re-mail request by a Settlement Class Member.

26 20. As of the date of this declaration, a total of 42 Class Notices have been deemed
27 undeliverable as no updated addresses were found notwithstanding the skip tracing.

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21. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was July 10, 2026.

22. As of the date of this declaration, ILYM Group has not received any written objections to the Settlement. The deadline to file a written objection to the Settlement was July 10, 2026.

23. As of the date of this declaration, ILYM Group has not received any disputes from a Settlement Class Member.

24. As of the date of this declaration, ILYM Group will report a total of 684 Participating Class Members, representing 100.00% of the 684 Settlement Class Members. The total number of Workweeks worked by the Participating Class Members during the class period is 27,254. The Escalator Clause has not been triggered.

25. Participating Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of Workweeks worked by the Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Attorney Fees and Litigation Costs, the Class Representative Service Payment, Administration Fees to ILYM Group, and the PAGA Penalties allocation, e.g.,

Gross Settlement Amount	\$450,000.00
Class Counsel Attorney's Fees	\$150,000.00
Class Counsel Litigation Costs	\$25,000.00
Service Payment to Emely Saldana	\$7,500.00
Service Payment to Marco Aurelio Silva	\$2,500.00
Administration Fees to ILYM Group	\$10,450.00
PAGA Penalties to LWDA	\$15,000.00
PAGA Allocation to Aggrieved Employees	\$5,000.00
Net Settlement Amount	\$234,550.00

1 26. To determine each Participating Settlement Class Member's individual settlement
2 award payment, the Net Settlement Amount shall be divided among the Participating Class
3 Members based on the Class Member's total number of Workweeks worked during the Class
4 Period. This results into a Workweek Value and is then multiplied by the number of Workweeks
5 worked by each Class Member during the Class Period. Based on these calculations, the
6 Participating Class Members will receive an estimated average gross payment of \$342.91, with the
7 estimated highest gross payment being \$1,790.06 and the estimated lowest gross payment being
8 \$8.61. Plaintiff Emely Saldana's Individual Class Payment is currently estimated to be \$633.87.
9 Plaintiff Marco Aurelio's Individual Class Payment is currently estimated to be \$1,467.46.

10 27. In addition, ILYM Group will report a total of 378 Aggrieved Employees who
11 worked 6,825 Pay Periods during the PAGA Period. The payments to the PAGA Employees will
12 be calculated based on the Aggrieved Employee's total number of Pay Periods worked during the
13 PAGA Period. This results into the PAGA Pay Period Value and is then multiplied by the number
14 of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Based on these
15 calculations, the PAGA Employee's, will receive an estimated average payment of \$13.23, with
16 the estimated highest payment being \$54.95, and the estimated lowest payment being \$0.73.
17 Plaintiff Emely Saldana's Individual PAGA Payment is currently estimated to be \$2.21. Plaintiff
18 Marco Aurelio's Individual PAGA Payment is currently estimated to be \$25.78.

19 28. ILYM Group's total fees and costs for services in connection with the administration
20 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
21 costs for completion of the settlement administration, are \$10,450.00. ILYM Group's work in
22 connection with this matter will continue with the calculation of the settlement award payments,
23 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
24 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
25 Group to perform.

1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
3 was executed this 31st day of July 2026, at Tustin, California.

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5 Nicole Bench
NICOLE BENCH
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EXHIBIT “A”

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

Emely Saldana v. The Bungalow Kitchen SF, LLC, et al.
Case Nos. CV0000712 and CV0003132 (Marin County Superior Court)

***The Marin 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 (“Actions”) against The Bungalow Kitchen SF, LLC, The Bungalow Long Beach, LLC, and The Mina Group, LLC (“Defendants”) for alleged wage and hour violations. The Actions were filed by former employees, Emely Saldana and Marco Aurelio Silva, 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 (March 1, 2021 through March 30, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (February 2-, 2023 through March 30, 2025) (“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 \$1,780.40 (less withholding) and your Individual PAGA Payment is estimated to be \$40.71.** 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 208 Workweeks during the Class Period and you worked 56 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 Plaintiffs and Plaintiffs’ 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 Defendants. 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 March 1, 2021 and March 30, 2025, 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 Actions, 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 Defendant during the "PAGA Period," which is February 20, 2023 through March 30, 2025.

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 Actions is the Marin County Superior Court, and the case is titled, *Emely Saldana v. The Bungalow Kitchen SF, LLC, et al.*, Case Nos. CV0000712 and CV0003132. The persons who sued, Emely Saldana and Marco Aurelio Silva, are the Plaintiffs, and the companies sued, The Mina Group, LLC, The Bungalow Long Beach, LLC, and Bungalow Kitchen SF, LLC are the Defendants.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit allege 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, Plaintiffs are seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendants deny Plaintiffs' claims and deny 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 Plaintiffs) 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 Plaintiffs or Defendants on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendants think that Plaintiffs' lawsuit would not proceed to a trial and/or that Plaintiffs 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 Plaintiffs, as well as Plaintiffs' 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 March 1, 2021 through March 30, 2025.

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 have agreed to pay a Gross Settlement Amount ("GSA") of \$450,000.00 (four hundred 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 \$150,000.00 and up to \$25,000.00 in costs; a Class Representative Service Payment of \$7,500.00 to Plaintiff Emely Saldana and \$2,500.00 to Plaintiff Marco Aurelio Silva (for Plaintiffs' work and efforts prosecuting this case); a PAGA Penalties payment of \$20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to ILYM Group, Inc., not to exceed \$10,450.00. 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 \$234,550.00. 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 \$20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$7,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$2,500.00, 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 (March 1, 2021, through March 30, 2025). 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 February 20, 2023, to March 30, 2025 ("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 August 28, 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 Defendant 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 Defendants.

Released Class Claims: The "Released Class Claims" are all claims arising at any time during the Class Period for the claims brought by Plaintiffs in the Operative Class Complaint, or that could have been brought by Plaintiffs 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 **July 10, 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:

Saldana v. The Bungalow Kitchen SF, LLC, et al.
c/o ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781
E-mail: claims@ilymgroup.com
Fax: (888) 8485-6185

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Actions, 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 (February 20, 2023 through March 30, 2025). 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 **July 10, 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 Defendants, 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
Diego Aviles
diego.aviles@wilshirelawfirm.com
Harry Erganyan
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan
mariam.nazaretyan@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 \$150,000.00) 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 \$25,000.00 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 Emely Saldana in the amount of \$7,500.00 and to Plaintiff Marco Aurelio Silva in the amount of \$2,500.00, in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representatives. The Court may award the Class Representatives 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 **July 10, 2026**, at the following address:

Saldana v. The Bungalow Kitchen SF, LLC, et al.
c/o ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781
E-mail: claims@ilymgroup.com
Fax: (888) 8485-6185

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 1:30 p.m. on August 28, 2026, in Courtroom E of the Marin County Superior Court located at 3501 Civic Center, Vera Schultz Dr, San Rafael, CA 94903 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 Actions.

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, ILYM Group, Inc., by calling toll free (888) 250-6810 or you can write to the Administrator at the following address:

Saldana v. The Bungalow Kitchen SF, LLC, et al.

c/o ILYM Group, Inc.

P.O. Box 2031, Tustin, CA 92781

E-mail: claims@ilymgroup.com

Fax: (888) 8485-6185

PLEASE DO NOT TELEPHONE THE COURT OR THE BUNGALOW KITCHEN SF, LLC, THE BUNGALOW LONG BEACH, LLC, AND/OR THE MINA GROUP, LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

EL TRIBUNAL APROBÓ EL AVISO DE ACCIÓN COLECTIVA Y LA FECHA DE ACUERDO Y AUDIENCIA DE PAGA PARA LA APROBACIÓN FINAL DEL TRIBUNAL

Emely Saldana contra The Bungalow Kitchen SF, LLC, etc.
Casos n° CV0000712 y CV0003132 (Tribunal Superior del Condado de Marin)

***El Tribunal Superior del Condado de Marin autorizó este aviso.
No es correo basura, spam, publicidad ni solicitud de un abogado.
¡Por favor, léelo con atención! No te están demandando.***

Podrías ser elegible para recibir dinero de una clase de empleados y una demanda representativa ("Acciones") contra The Bungalow Kitchen SF, LLC, The Bungalow Long Beach, LLC y The Mina Group, LLC ("Demandados") por presuntas violaciones salariales y de horario. Las acciones fueron presentadas por antiguos empleados, Emely Saldana y Marco Aurelio Silva, y buscan el pago de salarios atrasados y otros alivios para una clase de todas las personas empleadas actualmente o anteriormente empleadas por los demandados como empleados pagados por hora, no exentos, en el Estado de California ("Miembros de la Clase") que trabajaron para los demandados durante el periodo de la clase (del 1 al 30 de marzo, 2025); y (2) sanciones bajo la Ley de Fiscales Generales Privados de California ("PAGA") para todos los miembros de la clase que trabajaron para el Demandado durante el Periodo PAGA (del 2 de febrero de 2023 al 30 de marzo de 2025) ("Empleados Agraviados")

El acuerdo propuesto tiene dos partes principales: (1) un acuerdo colectivo que exige a los demandados financiar pagos individuales de clase, y (2) un acuerdo PAGA que exige a los demandados financiar pagos individuales de PAGA y pagar sanciones PAGA a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA").

Según los registros de los demandados y las suposiciones actuales de las partes, **tu Pago Individual Colectivo se estima en \$«ClassESA» (menos retenciones) y tu Pago Individual PAGA se estima en \$«PAGAESA»**. La cantidad real que puedas recibir probablemente varía y dependerá de varios factores. (Si no se indica ninguna cantidad para tu Pago Individual PAGA, entonces según los registros de los demandados no eres elegible para un Pago Individual PAGA bajo el Acuerdo porque no trabajaste durante el Periodo PAGA.)

Las estimaciones anteriores se basan en los registros de los demandados que muestran que **trabajaste «Weeks» semanas laborales durante el periodo de clase y trabajaste «Pay Periods» periodos de pago durante el periodo PAGA**. Si crees que trabajaste más durante cualquiera de los periodos, puedes presentar un desafío antes de la fecha límite.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y aprobado este Aviso. El Tribunal aún no ha decidido si concede la aprobación definitiva del Acuerdo. Tus derechos legales se ven afectados tanto si actúas como si no. **LEE ESTE AVISO CON ATENCIÓN**. Se considerará que lo has leído y entendido. En la Audiencia Final de Aprobación, el Tribunal decidirá si aprueba finalmente el Acuerdo y cuánto del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes ("Abogados de Clase"). El Tribunal también decidirá si dicta una sentencia que obligue a los demandados a realizar pagos bajo el Acuerdo y que obligue a los miembros de la clase y empleados agraviados a renunciar a sus derechos para presentar ciertas reclamaciones contra los demandados.

TUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO	
NO HAGAS NADA	Recibe dinero. Renunciar al derecho a demandar a los demandados por reclamaciones publicadas en el Acuerdo.
EXCLÚYETE	No recibir dinero del acuerdo de la clase. Conservarás el derecho a presentar tus propias reclamaciones legales contra los demandados. Sin embargo, incluso si te excluyes del acuerdo de la Clase, seguirás recibiendo una parte del acuerdo PAGA y estarás obligado por ella si trabajaste durante el Periodo PAGA.

OBJETIVO	Escribe al Tribunal explicando por qué te opones al Acuerdo. Si el Acuerdo recibe la Aprobación Final, recibirás dinero y renunciarás al derecho a demandar a los Demandados por reclamaciones presentadas en el Acuerdo.
CUESTIONA TU NÚMERO DE SEMANAS LABORALES Y/O PERIODOS DE PAGO	Impugna el número de semanas laborales o periodos de pago que aparecen en este Aviso y aporta pruebas que lo respalden. Si impugnas tus semanas laborales o periodos de pago, seguirás formando parte del Acuerdo y perderás el derecho a demandar a los demandados por reclamaciones recogidas en el Acuerdo.

INFORMACIÓN BÁSICA

1. ¿POR QUÉ ESTOY RECIBIENDO ESTE AVISO?

Los registros de los demandados indican que trabajó para los demandados en algún momento entre el 1 de marzo de 2021 y el 30 de marzo de 2025, y por lo tanto es miembro de la Clase a efectos de este Acuerdo.

Recibió este Aviso porque tiene derecho a conocer un acuerdo propuesto de las Acciones y todas sus opciones antes de que el Tribunal decida si finalmente aprueba el Acuerdo. El Acuerdo resolverá todas las reclamaciones de los Miembros de la Clase, que se describen a continuación, durante el Periodo de la Clase. El Acuerdo también resolverá reclamaciones por sanciones civiles presentadas bajo la Ley de fiscales generales Privados de California ("PAGA"). Si eres miembro de la clase, también eres un "empleado agraviado" si trabajaste para el demandado durante el "Periodo PAGA", que va del 20 de febrero de 2023 al 30 de marzo de 2025.

Si el Tribunal concede la Aprobación Final al Acuerdo, un Administrador del Acuerdo designado por el Tribunal emitirá los pagos previstos por el Acuerdo a los Miembros de la Clase. Se recomienda mantener siempre actualizada tu dirección con el Administrador (la información de contacto del Administrador se puede encontrar en la Sección 12, más abajo).

Este paquete de Aviso explica las acusaciones y antecedentes relacionados con la demanda, el Acuerdo, sus derechos legales, qué beneficios están disponibles, quién es elegible para ellos y cómo recibir dichos beneficios.

El tribunal encargado de las acciones es el Tribunal Superior del Condado de Marin, y el caso se titula *Emely Saldana contra The Bungalow Kitchen SF, LLC, etc.*, números de caso CV0000712 y CV0003132. Las personas que demandaron, Emely Saldana y Marco Aurelio Silva, son los demandantes, y las empresas demandadas, The Mina Group, LLC, The Bungalow Long Beach, LLC y Bungalow Kitchen SF, LLC, son los demandados.

2. ¿DE QUÉ TRATA LA DEMANDA?

Los demandantes en la demanda alegan violaciones salariales y de horas contra los demandados por: (1) incumplimiento del pago de salarios mínimos y de tiempo fijo; (2) Incumplimiento de pago de salarios por horas extra; (3) Incumplimiento de los periodos de comida; (4) Falta de autorización y permiso de periodos de descanso; (5) incumplimiento del pago puntual de los salarios finales al terminar; (6) No proporcionar declaraciones salariales detalladas y precisas; (7) Incumplimiento de indemnización de empleados por gastos; y (8) Prácticas comerciales desleales. Además, los demandantes buscan recuperar sanciones civiles conforme a la PAGA ("Sanciones PAGA") basándose en las supuestas violaciones del Código Laboral de California mencionadas anteriormente. Los demandados niegan las reclamaciones de los demandantes y niegan cualquier irregularidad.

3. ¿POR QUÉ ES ESTO UNA DEMANDA COLECTIVA?

En una demanda colectiva laboral, una o más personas llamadas "Representantes de Clase" (en este caso, los Demandantes) demandan en nombre de todos los trabajadores que, según ellos, tienen reclamaciones similares. Todos estos trabajadores son una Clase o Miembros de Clase. Presentar una demanda, en lugar de muchas pequeñas, ahorra dinero, tiempo y recursos judiciales. El tribunal resuelve los asuntos de todos los miembros de la Clase, excepto de aquellos que se excluyen de la Clase.

4. ¿POR QUÉ HAY UN ACUERDO?

El Tribunal no ha fallado a favor de los demandantes ni de los demandados sobre el fondo de las reclamaciones alegadas en la demanda. Los demandantes creen que ganarían en el juicio. Los demandados creen que la demanda de los demandantes no avanzaría a juicio y/o que no ganarían en el juicio. Sin embargo, no ha habido juicio. En cambio, reconociendo el riesgo que ambas partes afrontan si el caso continúa, las partes han acordado un acuerdo negociado. De este modo, todas las Partes evitan el coste de preparar y llevar a cabo un juicio, el riesgo de perder el derecho a un juicio, y los trabajadores afectados por las supuestas violaciones reciben una compensación. El Acuerdo representa un compromiso y una solución de reclamaciones altamente disputadas. Los demandantes, así como los abogados de los demandantes (llamados "Abogados de la Clase"), consideran que el Acuerdo es justo, razonable y 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 recibiste este Aviso, eres miembro de la Clase a efectos de la liquidación. La Clase incluye: Todos los empleados de los demandados que fueron clasificados como no exentos y trabajaron dentro del Estado de California en cualquier momento desde el 1 de marzo de 2021 hasta el 30 de marzo de 2025.

6. ¿HAY EXCEPCIONES A SER INCLUIDO?

No eres miembro de la clase si ya has resuelto las reclamaciones presentadas en esta demanda, ya sea mediante un acuerdo o un procedimiento legal separado (es decir, otra demanda).

BENEFICIOS DEL ACUERDO: LO QUE OBTIENES

7. ¿QUÉ PROPORCIONA EL ACUERDO?

Los demandados han acordado pagar una cantidad bruta de acuerdo ("GSA") de 450.000,00 dólares (cuatrocientos cincuenta mil dólares con cero céntimos) para llegar a un acuerdo en la demanda. De la GSA, el Asesor de la Clase solicitará al Tribunal honorarios de abogados de hasta un tercio de la GSA, actualmente de 150.000,00 \$ y hasta 25.000,00 \$ en costes; un pago de servicio de representante de clase de 7.500,00 dólares a la demandante Emely Saldana y 2.500,00 dólares al demandante Marco Aurelio Silva (por el trabajo y los esfuerzos de los demandantes en la tramitación de este caso); un pago de penalizaciones PAGA de 20.000,00 \$ para resolver las reclamaciones PAGA; y los costes de administración de liquidación para ILYM Group, Inc., que no excedan los \$10.450,00. El importe exacto de los honorarios y gastos de litigio del Abogado de la Clase, el Pago del Servicio del Representante de la Clase y los Costes de Administración será determinado por el Tribunal en la audiencia final de aprobación. La parte restante del importe del acuerdo, el "Monto Neto de Liquidación" o la "NSA", se estima actualmente en aproximadamente \$234.550,00. La NSA será asignada y pagada como Pagos Individuales de Clase a los Miembros de la Clase de Acuerdo, que son los Miembros de la Clase que no solicitan ser excluidos ("excluyen") del Acuerdo.

Pago de Penalizaciones PAGA: Como parte de la parte PAGA del Acuerdo, las Partes solicitarán al Tribunal que apruebe un pago de 20.000,00 dólares por Sanciones PAGA como solución de reclamaciones por sanciones civiles bajo PAGA. Como exige la PAGA, el 75% del pago de las Sanciones PAGA, es decir, 7.500,00 dólares, se pagará a la Agencia de Desarrollo Laboral y Laboral de California. El 25% restante del pago de las Multas PAPA, es decir, 2.500,00 dólares, se distribuirá a los Empleados Afectados como Pagos Individuales de PAGA.

8. ¿CUÁNTO COBRARÉ MI PAGO?

Una aproximación de tu Pago Individual por Clase aparece en la primera página de este Aviso. Si también eres un empleado perjudicado, una aproximación de tu Pago Individual PAGA aparecerá en la primera página de este Aviso.

Pago individual de clase: Tu pago individual de clase se basa en el número de semanas laborales trabajadas, tal como se representa en los registros de los demandados, en comparación con el total de semanas laborales trabajadas por todos los miembros de la clase durante el periodo de clase (del 1 de marzo de 2021 al 30 de marzo de 2025). El ochenta por ciento (80%) del Pago Individual de Clase de cada Miembro de la Clase se tratará como un pago en liquidación de las supuestas reclamaciones por multas e intereses y será reportado en un Formulario 1099 por el Administrador de Liquidación, y el veinte por ciento (20%) del Pago Individual de Clase de cada Miembro de la Clase se tratará como un pago en liquidación de supuestas reclamaciones por salarios impagos. El 20% asignado como salarios impagos se reducirá mediante las retenciones y deducciones aplicables del impuesto sobre nóminas y se reportará en un Formulario W-2.

Pago PAGA Individual: Si trabajó para Demandados desde el 20 de febrero de 2023 hasta el 30 de marzo de 2025 ("Periodo PAGA"), también es un "Empleado Agraviado" y recibirá un Pago PAGA Individual además de su Pago de Clase Individual. Los Pagos Individuales PAGA se basan en el número de Periodos de Pago PAGA trabajados por cada Empleado Agraviado en comparación con el total de Periodos de Pago PAGA trabajados por todos los Empleados Perjudicados durante el Periodo PAGA. El cien por cien (100%) de cada Pago Individual PAGA de los Empleados Afectados se caracterizará como sanciones y no se reducirá mediante retenciones y deducciones del impuesto sobre nóminas. El pago individual de la PAGA será reportado en un Formulario 1099 por el Administrador de la Liquidación. Una aproximación de tu pago individual PAGA previsto aparece en la primera página de este Aviso.

Para los miembros de la clase que también sean empleados perjudicados, su Pago Individual de la Clase se combinará con su Pago Individual PAGA, y recibirán un único cheque por los pagos combinados. Si un miembro de la clase decide no participar en el Acuerdo, seguirá recibiendo un Pago Individual PAUL, ya que los empleados afectados no pueden optar por no participar en la parte PAGA del Acuerdo según la ley de California.

CÓMO SE OBTIENE UN PAGO

9. ¿CÓMO RECIBO UN PAGO?

No necesitas hacer nada para recibir un pago. Sin embargo, si cree que el número de semanas laborales o periodos de pago PAGA que trabajó es incorrecto, corríjalo y proporcione cualquier prueba que lo respalde al Administrador del acuerdo, cuya información de contacto aparece en la Sección 12 a continuación.

10. ¿CUÁNDO RECIBIRÉ MI PAGO?

El Tribunal celebrará una Audiencia Final de Equidad el 28 de agosto de 2026 para decidir si aprueba el Acuerdo. Si el juez aprueba el acuerdo y alguien se opone, puede haber apelaciones. Siempre es incierto cuándo se pueden resolver estas objeciones y apelaciones, y resolverlas puede llevar tiempo. Si no hay objeción, la fecha de entrada en vigor del acuerdo será la fecha de entrada de la Orden del Tribunal que concede la aprobación final.

Tras la fecha de vigencia, los Pagos Individuales de Clase y los Pagos Individuales de la PAGA se enviarán por correo a los Miembros Participantes de la Clase y a los Empleados Perjudicados aproximadamente 30 días después de que la aprobación del Acuerdo por parte del Tribunal sea definitiva, siempre que no haya apelaciones.

Los cheques de liquidación deben cobrarse rápidamente al recibirlos. Los ingresos de los cheques que permanezcan sin cobrar tras 180 días desde la fecha de emisión serán enviados a una organización sin ánimo de lucro, Access Reproductive Justice. Si tu cheque de acuerdo se pierde o se extravía, debes contactar inmediatamente con el Administrador de la Liquidación para solicitar un reemplazo.

Para una actualización sobre el estado de los pagos, por favor contacte con el Administrador de Liquidación (véase la Sección 12).

11. ¿A QUÉ RENUNCIO PARA RECIBIR UN PAGO?

Si el Tribunal aprueba este Acuerdo y a menos que te excluyas a ti mismo, te convertirás en Miembro Participante de la Clase, lo que significa que no podrás demandar, continuar demandando ni formar parte de ninguna otra demanda contra el Demandado relacionada con las reclamaciones legales que se resuelven en este Acuerdo.

Específicamente, renunciarás o "liberarás" las Reclamaciones de Clase Liberadas descritas a continuación contra los Demandados y todas las subsidiarias, afiliadas, accionistas, miembros, agentes, predecesores, sucesores, propietarios y cesionarios ("Partes Liberadas"). Las liberaciones entran en vigor una vez que la GSA esté completamente financiada por los demandados.

Reclamaciones Colectivas Liberadas: Las "Reclamaciones Colectivas Liberadas" son todas las reclamaciones que surgen en cualquier momento durante el Periodo de Clase para las reclamaciones presentadas por los Demandantes en la Demanda de Clase Operativa, o que podrían haber sido presentadas por los Demandantes contra los Demandados en la Demanda de Clase Operativa basándose en los hechos alegados en ella.

Reclamaciones PAGA liberadas: Si eres un empleado perjudicado (es decir, si trabajaste para demandados durante el periodo PAGA), también liberarás todas las reclamaciones por sanciones civiles que se hayan alegado o podrían haberse alegado en la Demanda Operativa PAGA y en el Aviso PAGA basados en los hechos alegados durante el periodo PAGA.

EXCLUYÉNDOTE DEL ACUERDO

12. ¿CÓMO ME EXCLUYO DEL ACUERDO?

Para excluirte del Acuerdo, debes enviar al Administrador del Acuerdo una solicitud de exclusión por escrito y firmada, que debe ser matasellos a más tardar el **10 de julio de 2026**. Asegúrate de incluir tu nombre, dirección y número de teléfono, así como cualquier otra información que consideres útil para que el Administrador del acuerdo te identifique.

Puedes enviar tu solicitud de exclusión al administrador del acuerdo en:

Saldana contra The Bungalow Kitchen SF, LLC, etc.
c/o ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781
Correo electrónico: claims@ilymgroup.com
Fax: (888) 8485-6185

Si solicitas ser excluido del Acuerdo, no estarás legalmente obligado por nada de lo que ocurra en las Acciones, salvo en lo que respecte a la resolución de la reclamación PAGA. Si solicitas ser excluido del Acuerdo, no podrás objetar el Acuerdo y no recibirás un Pago Individual Colectivo, pero aún así recibirás un Pago Individual PAGA si trabajaste para los Demandados durante el Periodo PAGA (del 20 de febrero de 2023 al 30 de marzo de 2025). Si solicitas ser excluido, podrías demandar (o seguir demandando) a los demandados en el futuro.

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

No. A menos que te excluyas a ti mismo, renuncias a cualquier derecho a demandar a los demandados por las reclamaciones que resuelve este Acuerdo. Si tienes una demanda pendiente, habla inmediatamente con tu abogado en ese caso. Debes excluirte de esta clase para continuar con tu propia demanda. Recuerda que la fecha límite para la exclusión es el **10 de julio de 2026**.

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

No. Si te excluyes, no recibirás ningún dinero de este Acuerdo. Sin embargo, si te excluyes oportunamente del Acuerdo, conservarás el derecho a emprender acciones legales contra los demandados, si así lo deseas.

LOS ABOGADOS QUE TE REPRESENTAN EN ESTA DEMANDA

15. ¿TENGO ABOGADO EN ESTE CASO?

El Tribunal ha determinado que Wilshire Law Firm está cualificada para representarle a usted y a los miembros de la clase en la demanda. Estos abogados se llaman Abogados de Clase y su información de contacto se indica a continuación. Si quieres que te represente tu propio abogado, puedes contratar uno a tu propio coste.

¿PREGUNTAS? LLAMA GRATIS AL 1-(888) 250-6810

John G. Yslas
john.yslas@wilshirelawfirm.com
Diego Avilés
diego.aviles@wilshirelawfirm.com
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mariam.nazaretyan@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa St., Sky Lobby
Los Ángeles, California 90017
Teléfono: (213) 381-9988
Facsimil: (213) 381-9989

16. ¿CÓMO SE PAGARÁ A LOS ABOGADOS?

El Asesor Legal de la Clase pedirá al Tribunal que apruebe hasta un tercio de la GSA (actualmente 150.000,00 \$) para honorarios de abogados incurridos en la investigación de los hechos, litigio del caso y negociación del Acuerdo. El Abogado de la Clase también solicitará la aprobación del Tribunal de hasta 25.000,00 dólares en gastos de litigio incurridos en este asunto. El Tribunal puede otorgar al Abogado de la Clase menos de lo solicitado. El Abogado de la Clase también solicitará al Tribunal que apruebe el pago a la Demandante Emely Saldana por un importe de 7.500,00 \$ y al Demandante Marco Aurelio Silva por un importe de 2.500,00 \$, además del Pago Individual de Clase y el Pago Individual PAGA por la iniciativa, el riesgo y el tiempo y energía que los Demandantes han dedicado al servicio de la Clase como Representantes de la Clase. El Tribunal puede conceder a los representantes de clase menos de lo solicitado.

OBJECIÓN AL ACUERDO

Puedes y tienes derecho a decirle al tribunal que no estás de acuerdo con el acuerdo ni con alguna parte de él.

17. ¿CÓMO LE DIGO AL TRIBUNAL QUE ME OPONGO AL ACUERDO?

Si no crees que el Acuerdo sea justo, puedes objetar parte o la totalidad del Acuerdo. Puede objetar el acuerdo en persona en la Audiencia Final de Aprobación o presentar una objeción por escrito. Las objeciones por escrito y los avisos de intención de comparecer en la Audiencia Final de Aprobación deben enviarse por correo al Administrador del Acuerdo y matasellos antes **del 10 de julio de 2026**, en la siguiente dirección:

Saldana contra The Bungalow Kitchen SF, LLC, etc.

c/o ILYM Group, Inc.

P.O. Box 2031, Tustin, CA 92781

Correo electrónico: claims@ilymgroup.com

Fax: (888) 8485-6185

La objeción por escrito debe indicar su nombre y dirección, y describir todas las razones legales y fácticas por las que se opone a los términos del Acuerdo. También deberías incluir o adjuntar cualquier documento en el que se base tu objeción. Si el Tribunal rechaza la objeción en la audiencia de Aprobación Final, el Acuerdo de Conciliación será aprobado y recibirás tu pago. Si no presenta una objeción por escrito, aún puede presentarse en la audiencia de Aprobación Final para expresar su objeción o para observar el procedimiento.

18. ¿CUÁL ES LA DIFERENCIA ENTRE OBJETAR Y PEDIR EXCLUSIÓN?

Objetar es simplemente decirle al Tribunal que no estás de acuerdo con algo sobre el Acuerdo. Solo puedes objetar si permaneces en la Clase.

Solicitar la exclusión es decirle al Tribunal que no quieres formar parte de la Clase. Si te excluyes, no tienes base para oponerte porque el caso ya no te afecta y no recibes dinero de este Acuerdo. Si presentas tanto una objeción como una solicitud para ser excluido del acuerdo, la solicitud de exclusión prevalecerá y no recibirás ningún dinero de este acuerdo.

LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

El Tribunal celebrará una Audiencia Final de Aprobación para decidir si aprueba el Acuerdo. Puedes asistir y pedir hablar, pero no es obligatorio.

19. ¿CUÁNDO Y DÓNDE DECIDIRÁ EL TRIBUNAL SI APRUEBA EL ACUERDO?

El Tribunal celebrará una Audiencia Final de Aprobación a la 1:30 p.m. del 28 de agosto de 2026, en la Sala E del Tribunal Superior del Condado de Marin, situada en 3501 Civic Center, Vera Schultz Dr, San Rafael, CA 94903, para determinar si el Acuerdo debe ser aprobado finalmente como justo, razonable y adecuado. Si hay objeciones, el Tribunal las considerará en ese momento. También se pedirá al Tribunal que apruebe las solicitudes de Pago por Servicio de Representante de Clase y de Honorarios de Abogados de Clase y Pagos de Gastos de Litigio.

20. ¿TENGO QUE IR A LA VISTA?

No. El Abogado de la Clase responderá a las preguntas que el Tribunal pueda tener. Sin embargo, puedes asistir. Si envías una objeción, no tienes que acudir al Tribunal para hablar sobre ello. Mientras hayas enviado tu objeción por escrito al administrador del acuerdo a tiempo, el tribunal la considerará. También puedes pagar a tu propio abogado para que asista, pero no es necesario.

SI NO HACES NADA

21. ¿Y SI NO HAGO NADA?

Si no haces nada, recibirás un pago de acuerdo y quedarás obligado por los términos del acuerdo, lo que significa que no podrás iniciar una demanda, continuar una demanda ni formar parte de ninguna otra demanda contra los demandados sobre cuestiones legales de las acciones.

OBTENER MÁS INFORMACIÓN

22. ¿CÓMO OBTENGO MÁS INFORMACIÓN?

Puede contactar con el Asesor Juvial en la información de contacto indicada anteriormente en la Sección 15 si tiene alguna pregunta sobre el Acuerdo. También puede contactar con el Administrador de Acuerdos designado por el Tribunal, ILYM Group, Inc., llamando gratuitamente al (888) 250-6810 o escribiendo al Administrador a la siguiente dirección:

Saldana contra The Bungalow Kitchen SF, LLC, etc.

c/o ILYM Group, Inc.

P.O. Box 2031, Tustin, CA 92781

Correo electrónico: claims@ilymgroup.com

Fax: (888) 8485-6185

POR FAVOR, NO LLAME AL TRIBUNAL NI A THE BUNGALOW KITCHEN SF, LLC, A THE BUNGALOW LONG BEACH, LLC Y/O AL ABOGADO DE MINA GROUP, LLC PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN. SIN EMBARGO, PUEDES LLAMAR AL ABOGADO DE LA CLASE O AL ADMINISTRADOR DE ACUERDOS MENCIONADOS ANTERIORMENTE.

«Case_Name»

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID

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Code»

ILYM ID: «ILYMID» «PC»

«first_name» «last_name»

«Address_»

«City», «state» «Zip_Code»