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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. Mark
A. Talamantes, Dept. L]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' 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

1 Emely Saldana and Marco Aurelio Silva’s (collectively “Plaintiffs”) Motion for Final
2 Approval of Class Action and PAGA Settlement came before this Court on August 28, 2026, at
3 1:30 p.m., in Department L of the Superior Court of California, County of Marin, located at
4 3501 Civic Center Drive, San Rafael, California 94903. Plaintiffs now seek an order granting
5 final approval of the Amended Class Action and PAGA Settlement Agreement (“Settlement” or
6 “Settlement Agreement”) between Plaintiffs and Bungalow Kitchen SF, LLC; The Bungalow
7 Long Beach, LLC; and The Mina Group, LLC (collectively “Defendants”) (Plaintiffs and
8 Defendants collectively, the “Parties”), a copy of which is attached to the Declaration of John
9 G. Yslas in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
10 Settlement as **Exhibit 2**. On April 23, 2026, this Court issued an Order Granting Plaintiffs’
11 Motion for Preliminary Approval of Class Action and PAGA Settlement (“Preliminary
12 Approval Order”). In accordance with the Preliminary Approval Order, Class Members have
13 been given notice of the terms of the Settlement and the opportunity to comment on or object to
14 it or to exclude themselves from its provisions.

15 Having received and considered the Settlement Agreement, the supporting papers filed
16 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
17 Approval of Class Action and PAGA Settlement granted on April 23, 2026, and the instant
18 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
19 well as oral argument presented to the Court, the Court grants final approval of the Settlement
20 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

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

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

25 all individuals who worked for Defendants in California as hourly, non-
26 exempt employees at any time during the Class Period.

27 3. “Class Period” means the period from March 1, 2021, through March 30, 2025.

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1 4. The Court appoints Plaintiffs Emely Saldana and Marco Aurelio Silva as Class
2 Representative for settlement purposes only.

3 5. The Court appoints John G. Yslas, Diego Aviles, Harry Erganyan, Mariam
4 Nazaretyan, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement
5 purposes only.

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

12 7. No Class Members objected to the Settlement.

13 8. No Class Members requested exclusion from the Settlement.

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

19 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
20 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
21 requirements for final approval of this class action settlement under California law, including the
22 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
23 3.769.

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

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1 12. The Court finds that Plaintiffs notified the Labor and Workforce Development
2 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
3 Labor Code § 2699(s).

4 13. Defendants shall fully fund the Gross Settlement Amount, and fund the amounts
5 necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the
6 Administrator according to the following schedule:

7 a. Defendants The Bungalow Kitchen SF, LLC and The Bungalow Long Beach, LLC
8 (“Bungalow Defendants”) shall contribute \$300,000.00 to the Gross Settlement
9 Amount. The Mina Group, LLC shall contribute \$150,000.00 to the Gross
10 Settlement Amount;

11 b. Bungalow Defendants shall make \$50,000.00 payments each on or before the
12 following payment schedule:

- 13 • March 31, 2025;
- 14 • June 30, 2025;
- 15 • September 30, 2025;
- 16 • December 31, 2025;
- 17 • March 31, 2026; and
- 18 • June 30, 2026;

19 The Mina Group, LLC shall make \$50,000.00 payments on or before the following
20 payment schedule:

- 21 • June 30, 2025;
- 22 • September 30, 2025; and
- 23 • December 31, 2025.

24 14. Payments from the Gross Settlement Amount shall be made to Settlement Class
25 Members after Defendants fully fund the Gross Settlement Amount and only if the Effective Date
26 is triggered.

27 15. Within 14 days after Defendants fully fund the Gross Settlement Amount, the
28 Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments,

1 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
2 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
3 Payments.

4 16. The “Effective Date” is defined as (a) the date the Court enters the Final Judgment
5 and order finally approving the Settlement, if no objections, motions for reconsideration and no
6 appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for
7 reconsideration, an appeal or other effort to obtain review of the Final Judgment and order finally
8 approving the Settlement, the date sixty (60) days after such reconsideration, appeal or review has
9 been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing,
10 petition for review or otherwise and the Settlement has not been materially modified. A “material
11 modification” shall not include any change to the Class Counsel Award, Class Representative
12 Service Award, or amount awarded for Settlement Administration Costs.

13 17. In addition to any recovery Plaintiffs may receive under the Settlement, and in
14 recognition of Plaintiffs’ efforts on behalf of the Settlement Class, the Court hereby approves
15 payment from the Gross Settlement Amount of a Class Representative Service Payment of
16 \$7,500.00 to Plaintiff Emely Saldana and a Class Representative Service Payment of \$2,500.00 to
17 Plaintiff Marco Aurelio Silva (\$10,000.00 total).

18 18. The Court approves payment from the Gross Settlement Amount for civil penalties
19 under PAGA in the amount of \$20,000.00 with the LWDA to receive 75% (\$15,000.00), and the
20 remaining 25% (\$5,000.00) to be distributed to Aggrieved Employees, defined as individuals who
21 worked for Defendants in California as hourly, non-exempt employees at any time during the
22 PAGA Period (February 20, 2023 to March 30, 2025). The Court finds and determines that such
23 payment is fair, reasonable, and appropriate.

24 19. The Court approves payment from the Gross Settlement Amount for attorneys’ fees
25 to Class Counsel in the amount of \$150,000.00, and the reimbursement of litigation costs in the
26 amount \$25,000.00. Both are reasonable amounts. The reasonableness of the fee award is
27 determined based on a reasonable percentage of the common fund obtained for the Class. The
28 Court also has considered the “lodestar amount.” Awarding fees on a percentage basis encourages

efficient litigation practices and reflects the actual benefit obtained for the Class.

20. The Court approves payment from the Gross Settlement Amount for settlement administration services in the amount of \$10,450.00 to the Settlement Administrator, ILYM Group, Inc.

21. Individual Settlement Payments checks will be valid for 180 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

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

(a) Released Class Claims: "All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Actions including, e.g., (1) any and all claims involving any alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business expenses; (6) any alleged failure to pay wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage statements; and (8) any alleged unlawful, unfair, or fraudulent business actions or practices under Business and Professions Code §§ 17200, et seq. arising out of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order violations referenced in the Actions. This release does not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period."

1 (b) Released PAGA Claims: “All Aggrieved Employees are deemed to
2 release, on behalf of themselves and their respective former and present representatives, agents,
3 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims
4 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
5 stated in the Actions and the PAGA Notice including, e.g., (1) any and all claims involving any
6 alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any
7 alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any
8 alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged
9 failure to indemnify/reimburse necessary business expenses; (6) any alleged failure to pay
10 wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage
11 statements.”

12 23. “Released Parties” means Defendants and each of its former, and current owners,
13 parents, and subsidiaries, and all of their current, and former, officers, directors, members,
14 managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,
15 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

16 24. The Parties and Administrator are hereby ordered to comply with the terms of the
17 Settlement.

18 25. The Parties shall bear his, her, its, or their own respective attorneys’ fees and costs
19 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
20 Approval of Class Action and PAGA Settlement.

21 26. Without affecting the finality of this order in any way, pursuant to California Code
22 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
23 interpretation, administration, implementation, effectuation, and enforcement of this order and the
24 Settlement.

25 27. The Court hereby enters final judgment in accordance with the terms of the
26 Settlement, the Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action and
27 PAGA Settlement, and this Order Granting Plaintiffs’ Motion for Final Approval of Class Action
28 and PAGA Settlement, subject to the Court’s retention of continuing jurisdiction over the Action

1 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
2 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
3 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

4 28. A Settlement Compliance Hearing is set for May __, 2027, at ____ a.m/p.m. or
5 a date and time soon thereafter more convenient for the Court: _____, at
6 _____ a.m./p.m. in Department L of the above-captioned Court.

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

11 **IT IS SO ORDERED.**

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13 Dated: _____

14 HONORABLE MARK A. TALAMANTES
15 JUDGE OF THE SUPERIOR COURT
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