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Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

DOMENIC CIARLANTI, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

PROVIDENT CREDIT UNION, a
California nonprofit corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 20-CIV-03398

(Assigned to the Honorable Don R. Franchi, Dept.
15)

**DECLARATION OF MAI TULYATHAN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 14, 2025

Time: 3:00 p.m.

Dept.: 15

Complaint Filed: August 11, 2020

FAC Filed: March 25, 2021

SAC Filed: May 20, 2022

Trial Date: None Set

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of
 nia, and am with the law firm Diversity Law Group, counsel of record for Plaintiff
 ic Ciarlanti (“Plaintiff”). I have personal knowledge of the facts set forth below and if
 o testify I could and would do so competently.

2. The proposed settlement meets the criteria for this Court to grant final approval of the settlement on a class-wide basis, as the settlement is fair, adequate, and reasonable.

3. The Joint Stipulation of Class Action Settlement (“Settlement Agreement”)¹ was the product of negotiation between highly able and experienced attorneys on both sides who reviewed the relevant data and extensive legal research which they had carefully analyzed. Class Counsel engaged in extensive factual investigation before settling. Specifically, Class Counsel conducted informal and formal discovery, such as requests for production of documents and special interrogatories, and reviewed class data, such as the number of putative members, the number of pay periods at issue, sample time and payroll records, and information regarding Defendant’s relevant policies and practices. The exchange of discovery enabled Class Counsel to analyze liability and exposure.

4. The Parties then engaged in arm's length negotiations during two mediation sessions and post-mediation negotiations with the assistance of experienced wage and hour attorney, Retired Judge Ronald M. Sabraw.

5. I have spent significant time researching and pursuing the claims that have been asserted in this action. Based on my independent investigations and evaluations, I am of the opinion that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the Plaintiff Class, in light of all known facts and circumstances, and the expenses and risks inherent in pursuing the claims. The settlement was negotiated at arm's length and was facilitated by an experienced

¹ The Joint Stipulation of Class Action Settlement as to referred to herein is the amended version that the Court preliminarily approved on September 16, 2024.

1 and neutral mediator. Thus, this settlement should be granted final approval.

2 6. The Court preliminarily approved this settlement on September 16, 2024,
3 directing distribution of the Notice of Proposed Class Action Settlement (“Notice Packet”) and
4 scheduling the hearing for final approval of settlement (the “Preliminary Approval Order”).

5 7. The Notice Packet provided Class Members with Plaintiff’s counsel’s and the
6 Settlement Administrator’s contact information, where they could seek further information
7 regarding the settlement, leave questions for the Settlement Administrator, and update their
8 address.

9 8. The estimated individual settlement payment to each participating Class Member
10 increased from approximately \$549.90 per person (the estimated amount at preliminary
11 approval), to approximately \$602.04 per person, in light of the decrease in the actual number of
12 individuals in the settlement class.

13 9. There were no objections by Class Members to the amount of attorneys’ fees or
14 litigation costs that Plaintiff’s counsel seek in this case and for which Plaintiff asks the Court for
15 final approval. In light of this positive response from Class Members, an inference can be made
16 that the Class supports the Court’s Preliminary Approval Order finding that the Settlement
17 Agreement is fair and reasonable.

18 10. Any remaining monies from uncashed settlement checks will be distributed to the
19 *cy pres* beneficiary, the California State Bar’s Justice Gap Fund, a source of funding for about
20 100 legal aid organizations across the State of California. Plaintiff’s counsel does not have any
21 relationship with or connection to said organization.

22 11. I am one of the primary attorneys on this matter. My qualifications are as follows:
23 I received my J.D. from Loyola Law School in 2017. I received the First Honors Award in Legal
24 Research and Writing, First Honors Award in Appellate Advocacy, and First Honors Award in
25 Civil Litigation Practicum I for achieving the highest grade in those classes. During law school, I
26 was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District Court,
27 Central District of California, for the Honorable Christina A. Snyder, and a certified law clerk at
28 the San Diego County District Attorney’s Office, Collaborative Courts Division, and the Los

1 Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes
2 Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I
3 placed Top 16 and was awarded the Top Ten Brief Award. In 2017, I participated in the
4 Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created
5 to investigate retaliation complaints. Upon graduation from law school, I was admitted to the
6 California Bar in December 2017.

7 12. I am currently an associate at the law firm of Diversity Law Group, P.C., an
8 employment law firm that has handled numerous wage and hour class and individual actions, on
9 both plaintiff and defense sides. The firm currently has cases in numerous state courts, including
10 the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San
11 Diego County Superior Court, Monterey County Superior Court, as well as the United States
12 District Courts for the Central, Northern, Southern, and Eastern Districts of California.

13 13. I am currently handling and/or have handled numerous wage and hour class action
14 and PAGA lawsuits.

15 14. In 2018, I argued before the California Court of Appeal, Second Appellate
16 District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case
17 Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.*
18 (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In
19 that same year, I also assisted the firm in successfully obtaining class certification and partial
20 summary judgment by the United States District Court, Northern District of California in the
21 case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third
22 chaired the bench trial in that same case in December 2018.

23 15. I have also been certified and/or approved as class counsel in numerous other
24 wage/hour class actions. Most recently, I was certified as class counsel in the cases *Garcia v.*
25 *Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v.*
26 *Samaritan, LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song v.*
27 *THC – Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells*
28 *Fargo Bank National Ass'n, et al* (Santa Clara County Superior Court, Case No. 16-CV-299319),

1 and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG (KKx)), as
2 part of the courts' orders granting class certification pursuant to Fed. R. Civ. P. 23 and California
3 Code of Civil Procedure § 382.

4 16. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes*
5 *& Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et*
6 *al* (Monterey County Superior Court, Case No. 18CV003398), *Valles v. Community Hospital of*
7 *the Monterey Peninsula* (Monterey County Superior Court, Case No. 17CV003452), *Hernandez*
8 *v. Wells Fargo Bank National Ass'n, et al* (C.D. Cal., Case No. 16-CV-299319); *Baker v.*
9 *California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No.
10 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County
11 Superior Court, Case No. 19CV004512).

12 17. To date, I have incurred approximately 148.8 hours in connection with the
13 litigation of this lawsuit. Attached hereto as **Exhibit A** is a chart summarizing the amount of
14 work I have incurred to date on this matter.

15 18. I also anticipate spending an additional 12 hours through the final approval of this
16 settlement, including attending the final approval hearing, handling any issues that may arise
17 with the Settlement Administrator and Class Members, handling calls from Class Members, and
18 further conferring with counsel and the Settlement Administrator regarding the case post-final
19 approval.

20 19. The total lodestar for my hours will be approximately **\$96,480.00**, based on the
21 above total hours of 160.8 at an hourly rate of \$600.00 per hour. In 2019 and 2020, I was
22 approved at an hourly rate of \$450.00 per hour by various Courts in a number of matters,
23 including but not limited to, *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No.
24 5:16:cv-333 EJD), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (C.D. Cal., Case No.
25 16-CV-299319), and *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County Superior Court
26 Case No. 18CV003398). In 2021, I was approved at the hourly rate of \$500.00 in various cases,
27 including *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council
28 Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading*

1 *Company* (Monterey County Superior Court Case No. 19CV004512); and *Truong v. DS Services*
2 *of America, Inc.* (Solano County Superior Court Case No. FCS054399). As of January 1, 2023,
3 my hourly rate increased to \$600.00 per hour. I was approved at the hourly rate of \$600.00 in
4 *Moen v. Genentech, Inc.* (San Diego Superior Court Case No. 37-2021-00008619-CU-OE-CTL)
5 *Murray v. Granite Wellness Centers et al.* (Nevada County Superior Court Case No. CU20-
6 084680), *Norman v. B & H Global Marketing, LLC* (Sacramento County Superior Court Case
7 No. 34-2022-00314707), *Osman-Bravard v. Placer Title Company* (Nevada County Superior
8 Court Case No. CU21-085315), *Cabalo v. Jones Lang LaSalle Americas, Inc.* (San Diego
9 County Superior Court Case No. 37-2020-00044322-CU-OE-CTL), and *Apex Systems Wage and*
10 *Hour Cases* (Orange County Superior Court, JCCP No. 5096).

11 20. The total lodestar for Plaintiff's counsel through finalizing the settlement will be
12 approximately **\$146,700.00**, based on 216.6 total hours.

13 21. My office has incurred costs in the amount of \$18,758.30. The costs are all
14 litigation related costs, including filing and service fees, Court fees, postage fees, and costs
15 associated with mediation. Attached hereto as **Exhibit B** is a copy of the costs incurred in
16 connection with this lawsuit.

17 **NOTICE TO THE LWDA**

18 22. Plaintiff uploaded the notice of motion and renewed motion for preliminary
19 approval along with the settlement documents to the LWDA with the filing of the preliminary
20 approval motion.

21 23. Concurrent with the filing of this Motion, Plaintiff uploaded this motion and
22 proposed order to the LWDA's website. A true and correct copy of the LWDA confirmation is
23 attached hereto as **Exhibit C**.

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2 24. No objections to the settlement by the LWDA were received by Plaintiff's
3 counsel.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on this 20th day of March 2025, at Los Angeles, California.

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Mai Tulyathan

EXHIBIT A

Ciarlanti v. Provident Credit Union
Time and Task Chart for Mai Tulyathan

Hours	Description of Work
6.5	Factual investigation, review of file and client documents, review PAGA letter, confer with co-counsel and client regarding the case upon assignment to case.
5.6	Draft complaint; further review and revise complaint
0.5	Review notice of assignment and case management order
1.2	Meet and confer with Defendant re: responsive pleading deadline, review and revise stipulation re same
0.6	Review and analyze Defendant's answer
5.0	Meet and confer with opposing counsel for case management conferences, draft, review and revise several joint statements and updated statements in connection therewith
2.0	Draft various case management orders (Nos. 4-7) following case management conferences; meet and confer with Defendant re: same
0.8	Meet and confer (email and telephonic) with opposing counsel re: prior settlement and the res judicata
2.0	Draft first amended complaint; draft stipulation re leave to file first amended complaint; meet and confer with Defendant re same
3.5	Draft written discovery, set one, including Requests for Production and Special Interrogatories
4.2	Review and analyze Defendant's objections and responses to discovery; review document production
4.6	Draft discovery meet and confer correspondence to Defendant re: set one; further meet and confer correspondence with Defendant
0.2	Meet and confer re: supplemental responses
5.3	Review and analyze underpayment spreadsheet for class members produced by Defendant; telephonic call with Defendant regarding same
3.1	Draft second amended complaint; draft stipulation re leave to file second amended complaint; meet and confer with Defendant re same
0.3	Further meet and confer re: supplemental responses
1.2	Meet and confer with opposing counsel regarding mediation
3.5	Draft and prepare informal discovery request in connection with mediation
7.2	Draft mediation brief; conduct legal research in connection with same; revise and revise brief; conducted exposure analysis based on data produced by Defendant

8.7	Review and analyze production of informal discovery for mediation, including sample time and payroll data, documents re: Defendant's various policies; further meet and confer communications with opposing counsel regarding data and documents
7.5	Prepare for and attend first mediation
1.0	Draft stipulation to continue CMC
1.8	Meet and confer re: resumption of formal discovery; draft and re-serve discovery
1.5	Draft Belaire notice; further review and revise same
2.0	Review and review stipulated protective order
0.2	Meet and confer with Defendant re: second mediation
5.2	Draft mediation brief for second mediation; review class data and review exposure analysis; further meet and confer with Defendant re same
8.0	Prepare for and attend second mediation
11.4	Draft, review and revise long-form settlement agreement; confer with opposing counsel regarding terms therein; confer with client regarding same
1.0	Confer with settlement administrator regarding administration and admin expenses
3.8	Draft, review and revise class notice to be sent to class members; confer with opposing counsel regarding same
14.2	Draft motion for preliminary approval of settlement, proposed order, and supporting documents; further revise same
2.7	Review tentative ruling re preliminary approval; attend hearing
5.4	Draft amended settlement agreement; confer with opposing counsel regarding changes to settlement agreement
7.7	Draft renewed motion for preliminary approval of settlement and supporting docs
1.0	Review the Court's tentative ruling granting preliminary approval of settlement; confer with Defendant re same
1.7	Confer with settlement administrator regarding administration timeline and dissemination of class notice; analyze and review weekly reports from admin re: mailing and opt outs; correspond and confer with class members and respond to inquiries re settlement
1.2	Review settlement administrator declaration re: dissemination of notice and mailing
12.7	Draft motion for final approval of settlement, proposed order, and supporting documents; further revise same

<u>148.8</u>	<u>TOTAL HOURS</u>
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EXHIBIT B



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10056
Invoice Date 03/11/2025
Terms Upon Receipt
Due Date 03/11/2025
PO #

Invoice Total: 18758.30
Payment Applied: 0.00
Total Due: 18758.30

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	-0.00	0.00	0.00
Billed Time		0.00	-0.00	0.00	0.00
Expenses		18758.30	-0.00	0.00	18758.30
		\$18,758.30	\$0.00	\$0.00	\$18,758.30

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Ciarlanti, Domenic v. Provident Credit Union	0.00	0.00	18758.30	-0.00	0.00	18758.30
	\$0.00	\$0.00	\$18,758.30	\$0.00	\$0.00	\$18,758.30

Subtotal: \$18,758.30
Discount: -\$0.00
Subtotal after Discount: \$18,758.30
Taxable Subtotal: \$18,758.30
Tax: \$0.00
Total: \$18,758.30
Payment Applied: \$0.00
Total Due: \$18,758.30

Notes



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10056
Invoice Date	03/11/2025
Terms	Upon Receipt
Due Date	03/11/2025
PO #	

Terms & Conditions

DRAFT

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10056
Invoice Date 03/11/2025
Terms Upon Receipt
Due Date 03/11/2025
PO #

Summary- Ciarlanti, Domenic v. Provident Credit Union (3123.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		18758.30

Subtotal: \$18,758.30
Discount: -\$0.00
Subtotal after Discount: \$18,758.30
Taxable Subtotal: \$18,758.30
Tax: \$0.00
Total: \$18,758.30

Details - Ciarlanti, Domenic v. Provident Credit Union (3123.001)

Expenses

Category	Date	Expense Code	Description	Amount (\$)
	06/18/2020	E112 Court fees	LWDALWDA	75.00
	06/30/2020	Photocopies	PhotocopiesPhotocopies	0.75
	06/30/2020	E108 Postage	PostagePostage	7.40
	08/11/2020	E112 Court fees	Odyssey - ComplaintOdyssey - Complaint	1488.85
	08/24/2020	Attorney Service	Attorney Service - Complaint Service	124.51
	09/17/2020	E112 Court fees	Odyssey - POS of SummonsOdyssey - POS of Summons	3.62
	10/23/2020	E112 Court fees	Odyssey - Joint CMSOdyssey - Joint CMS	3.62
	10/26/2020	E112 Court fees	Odyssey - Joint CMSOdyssey - Joint CMS	3.62
	01/06/2021	E112 Court fees	Odyssey - Notice of OrderOdyssey - Notice of Order	3.62
	03/02/2021	E112 Court fees	Odyssey - Joint Stip and Proposed Order	24.32
	03/25/2021	E112 Court fees	Odyssey - Notice of Entry of Order	3.62
	03/02/2021	Attorney Service	Attorney Service - StipulationAttorney Service - Stipulation	150.26
	04/30/2021	E112 Court fees	Odyssey - Joint CMSOdyssey - Joint CMS	3.62
	07/30/2021	E112 Court fees	Odyssey - Joint CMSOdyssey - Joint CMS	3.62
	08/09/2021	E112 Court fees	Odyssey - Case Management Order No. 4	3.62

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #

10056

Invoice Date

03/11/2025

Terms

Upon Receipt

Due Date

03/11/2025

PO #

Category	Date	Expense Code	Description	Amount (\$)
	10/27/2021	E121 Arbitrators/mediators	JAMS MediationJAMS Mediation	7950.00
	12/03/2021	E112 Court fees	Odyssey - Joint CMSOdyssey - Joint CMS	3.62
	12/10/2021	E112 Court fees	Odyssey - CMO No. 5Odyssey - CMO No. 5	3.62
	02/08/2022	E121 Arbitrators/mediators	JAMS MediationJAMS Mediation	225.00
	04/01/2022	E112 Court fees	Odyssey - Joint CMSOdyssey - Joint CMS	3.62
	04/18/2022	E112 Court fees	Odyssey - Joint Stip for Leave to file SAC	24.32
	05/20/2022	E112 Court fees	Odyssey - SACOdyssey - SAC	3.62
	09/30/2022	E112 Court fees	Odyssey - Joint CMSOdyssey - Joint CMS	3.62
	10/10/2022	E112 Court fees	Odyssey - CMO No. 6Odyssey - CMO No. 6	3.62
	01/17/2023	E121 Arbitrators/mediators	JAMS MediationJAMS Mediation	7975.00
	02/24/2023	E112 Court fees	Odyssey - Joint CMC StatementOdyssey - Joint CMC Statement	3.62
	05/12/2023	E112 Court fees	Odyssey - Joint CMSOdyssey - Joint CMS	3.62
	05/19/2023	E112 Court fees	Odyssey - CMO No. 7Odyssey - CMO No. 7	3.62
	08/07/2023	E112 Court fees	Odyssey - MPAOdyssey - MPA	96.77
	12/06/2023	E112 Court fees	Odyssey - Law and Motion Order	3.62
	06/10/2024	E112 Court fees	Odyssey - Renewed MPAOdyssey - Renewed MPA	96.77
	09/10/2024	E112 Court fees	Odyssey - Prop Order After Hearing	4.50
	09/25/2024	E112 Court fees	Odyssey - NOEOdyssey - NOE	4.50
	10/31/2024	Photocopies	PhotocopiesPhotocopies	0.50
	10/31/2024	E108 Postage	PostagePostage	0.69
	12/10/2020	E112 Court fees	CourtcallCourtcall	94.00
Court Fees	03/11/2025		Final Approval and Post Approval Filings	350.00
Subtotal:				\$18,758.30
Total:				\$18,758.30

EXHIBIT C