

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile
bill@polarislawgroup.com

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 KEVIN LEE WITH
RESPECT TO NOTICE AND SETTLEMENT
ADMINISTRATION**

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

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Ciarlanti v. Provident Credit Union, et al.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* (“Notice Packet”); (ii) responding to inquiries from Class Members; (iii) confirming the number of pay periods each Class Member worked during the period from August 15, 2019 to January 1, 2023 (“Class Period” and “PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of pay periods submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Class Representative Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 24, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and pay periods for each Class Member (“Class List”) during the Class Period and PAGA Period. The final mailing list contained three hundred (300) individuals identified as Class Members.

4. On October 31, 2024, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this

1 database provides updated addresses for any individual who has moved in the previous four (4)
2 years and notified the U.S. Postal Service of their change of address.

3 5. On October 31, 2024, Phoenix mailed the Notice via U.S. first class mail, in English,
4 to all three hundred (300) Class Members on the Class List. A true and correct copy of the mailed
5 Notice is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, twelve (12) Notices have been returned to Phoenix.
7 None were returned with a forwarding address. For the twelve (12) Notices returned from the Post
8 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
9 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
10 Of the twelve (12) Notices that were skip traced, twelve (12) updated addresses were obtained and
11 the Notice was promptly re-mailed to those Class Members via first class mail.

12 7. As of the date of this declaration, zero (0) Notices are considered undeliverable.

13 8. As of the date of this declaration, Phoenix has received two (2) Requests for
14 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
15 December 30, 2024.

16 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
17 from Class Members. The deadline for objecting to the Class Settlement was December 30, 2024.

18 10. As of the date of this declaration, Phoenix has received zero (0) pay period disputes
19 from Class Members. The deadline for submitting a dispute was December 30, 2024.

20 11. There are two hundred ninety-eight (298) Class Members who did not submit
21 Requests for Exclusion and are therefore deemed Participating Class Members, representing
22 99.33% of the Class. Participating Class Members have worked a collective total of fifteen thousand
23 one hundred ninety-three (15,193) Pay periods during the Class Period. Each Pay period is valued
24 at approximately \$11.81.

25 12. The Net Settlement Amount of \$179,408.37 available to pay Participating Class
26 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$133,333.33),
27 and Class Counsel costs (\$18,758.30), requested Class Representative Enhancement Payment to
28

1 Plaintiff Ciarlanti (\$10,000.00), the PAGA Payment (\$50,000.00), and the requested Settlement
2 Administration Costs (\$8,500.00) from the Gross Settlement Amount (\$400,000.00).

3 13. Based upon the calculations stipulated in the Settlement, the highest Individual
4 Settlement Payment to be paid is approximately \$1,050.97, the lowest Individual Settlement
5 Payment to be paid is approximately \$47.23, while the average Individual Settlement Payment to
6 be paid is approximately \$602.04. Participating Class Members will be issued payment of their
7 Individual Settlement Shares subject to reduction for the employee's share of taxes and
8 withholdings with respect to the wages portion of the Individual Settlement Payment.

9 14. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated toward
10 penalties under the Private Attorneys General Act ("PAGA Payment"), of which 75%, or
11 \$37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
12 or \$12,500.00, of which shall be paid to all current and former non-exempt employees employed by
13 Defendant in the State of California during the PAGA Period, who were paid non-discretionary
14 incentives and/or different base hourly rates, and in the same workweek, either were paid overtime
15 and/or sick pay wages ("Aggrieved Employees"). There are three hundred (300) Aggrieved
16 Employees who worked a total of fifteen thousand three hundred seventy-one (15,371) pay periods
17 during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately
18 \$72.38, and the average Individual PAGA Payment to be paid is approximately \$41.67.

19 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
20 due separately and apart from the Gross Settlement Amount.

21 16. Phoenix's costs associated with the administration of this matter are \$8,500.00. This
22 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
23 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

24 ///

25 ///

26 ///

27 ///

28

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

3 Executed on March 12, 2025, at Orange, California.

4
5 
6 _____
7 KEVIN LEE
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

«First_Name» «Last_Name»

Domenic Ciarlanti v. Provident Credit Union
Superior Court of the State of California, County of San Mateo
Case No.: 20-CIV-03398

If you are a current or former employee of Provident Credit Union (“PCU” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT AMOUNT FROM THIS CLASS

ACTION SETTLEMENT IS «Est_Set_Amt».

According to PCU’s records, the total number of pay periods that you worked as an employee in California between August 15, 2019, through and including January 1, 2023, is «Total_Pay_Periods». Based on this number, your Individual Settlement Payment Amount as a member of the Class is estimated to be «ESA_Before_Paga».

According to PCU’s records, you are also a PAGA Aggrieved Employee. Your estimated share from the PAGA penalties is «PAGA_Amount».

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

- This lawsuit involves a class defined as: All current and former non-exempt employees employed by PCU in the State of California from August 15, 2019, through January 1, 2023, who were paid non-discretionary incentives and/or different base hourly rates, and in that same workweek, either were paid overtime and/or sick pay wages (referred to herein as “Class Members” or “Settlement Class Members”). This lawsuit also involves Private Attorneys General Act (“PAGA”) claims brought on behalf of: All non-exempt employees employed by PCU in the State of California from August 15, 2019, through January 1, 2023 (the “PAGA Period”), who were paid non-discretionary incentives and/or different base hourly rates, and in that same workweek, either were paid overtime and/or sick pay wages (referred to herein as “PAGA Aggrieved Employees”). The Parties have reached a settlement of the class and PAGA claims in this lawsuit.
- You are receiving this Notice because the records reflect that you may be a Class Member and/or a PAGA Aggrieved Employee.
- In this lawsuit, Plaintiff Domenic Ciarlanti (“Plaintiff”) alleges that PCU failed to pay employees overtime wages at the correct regular rate of pay, in violation of Labor Code §§ 510, 558 and 1194; failed to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203 and 246; failed to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and engaged in unfair business practices in violation of the California Labor Code, the California Unfair Competition Law (the “UCL”), California Business & Professions Code § 17200, et seq., and the applicable California Industrial Welfare Commission’s (“IWC”) Wage Orders. Based on these allegations and claims, Plaintiff seeks to recover damages, statutory penalties, civil penalties, attorneys’ fees and costs on behalf of himself and other employees affected by these violations.
- PCU denies the allegations in the lawsuit or that it has engaged in any wrongdoing. PCU asserts that it complied with all legal requirements, but is resolving this action to avoid the risk and costs of further legal proceedings. PCU is committed to complying with federal, state and local laws and to timely and properly paying its employees.
- The parties have reached an agreement to resolve the claims in the lawsuit. The Court has preliminarily approved Plaintiff to represent the Settlement Class. However, the Court has not made any findings with respect to the merits of Plaintiff’s claims or PCU’s defenses in this lawsuit.
- You will not be penalized or retaliated against by PCU for participating in this settlement. If you are currently employed by PCU, this settlement will not affect your employment in any way. Current employees of PCU who choose to participate in the settlement will not be required to resign and can continue to work for PCU.
- You have several options available to you, which are explained in the chart below:

OPTION #1: DO NOTHING	You need not take any action if you wish to receive your settlement payment. If the settlement is approved by the Court and you do nothing, you will automatically be mailed a check for your share of the Settlement at the address on file with the Settlement Administrator. In exchange for the settlement check, you will release or give up any rights to sue PCU for the same legal claims that are part of this lawsuit (see page 3 for an explanation of the claims you are giving up). If you move, you must notify the Settlement Administrator of your new address.
OPTION #2: EXCLUDE YOURSELF FROM THE CLASS ACTION	If you ask to be excluded from the class action settlement, you will <u>not</u> receive a share of the Settlement. If you ask to be excluded, you will not receive your share of the settlement proceeds, but you keep any rights you may have to bring your own separate suit against PCU for the same legal claims in this lawsuit that are released in this settlement. You cannot ask to be excluded <u>and</u> still get a settlement payment. Regardless of whether or not you ask to be excluded from the Class Action, if you are a PAGA Aggrieved Employee, you will receive a share of the PAGA settlement and be deemed to have released the PAGA claims referenced in this notice.

OPTION #3: OBJECT TO THE SETTLEMENT	If you do not agree with the Settlement, you may object to this Settlement according to the instructions described below on page 3. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement. You cannot object if you exclude yourself from the Settlement.
--	---

Your options are explained in this notice.

To opt out or object, you must act by December 30, 2024.

1. Why did I get this notice?

A proposed settlement has been reached in a class and PAGA representative action lawsuit that was brought on behalf of PCU's California non-exempt employees. You have received this notice because PCU's records indicate that you are a Settlement Class Member and/or a PAGA Aggrieved Employee.

2. What is this lawsuit about?

This lawsuit was filed on June 17, 2020, on behalf of individuals who are employed or have been employed by PCU as non-exempt employees in the State of California. The operative complaint alleges class and representative PAGA claims against PCU for failing to pay overtime wages at the regular rate of pay when non-discretionary incentives were paid in the same workweek, failing to pay overtime wages at the regular rate of pay when different hourly rates were paid in the same workweek, failing to pay sick pay at the regular rate of pay, failing to provide accurate itemized wage statements, and engaging in unfair business practices. Based on these allegations and claims, Plaintiff seeks to recover damages, statutory penalties, civil penalties, attorneys' fees and costs on behalf of himself and other employees affected by these violations. PCU denies these allegations.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or PCU's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, and the consumption of time and resources required in connection with further litigation. Although PCU disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, PCU has also concluded that further litigation would be expensive and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

Plaintiff and PCU have agreed to settle the underlying claims in this lawsuit in exchange for a Gross Settlement Amount of \$400,000.00. This amount is inclusive of: (1) individual settlement payments to all Settlement Class Members; (2) an Enhancement Award of \$10,000 to Plaintiff for prosecuting this lawsuit on behalf of the Class, and for a release of all claims arising out of his employment with PCU; (3) up to \$133,333.33 in attorneys' fees and up to \$20,000.00 in litigation costs and expenses; (4) a \$50,000 settlement of claims under PAGA, inclusive of a \$37,500.00 payment to the California Labor and Workforce Development Agency ("LWDA") and \$12,500.00 payment to PAGA Aggrieved Employees in connection with the PAGA; and (5) Settlement Administrator's fees and expenses of \$8,500.00 in connection with administering this settlement. After deducting the above payments, a total of approximately \$178,166.67 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Amount").

These amounts listed above may change and are subject to Court approval.

Each Class Member's Individual Settlement Payment shall be determined as follows:

- The Net Settlement Amount will be apportioned among Class Members on a pro rata basis, based on the number of pay periods worked by each respective Class Member during the Class Period.

All Individual Settlement Payments will be treated as follows: 20% as payment for wages (subject to withholding of employment taxes and to be reported on IRS Forms W-2, and 80% as penalties and interest (not subject to withholding of employment taxes and to be reported on IRS Forms 1099).

In addition, individuals who are also PAGA Aggrieved Employees are entitled to receive a portion of the settlement of PAGA penalties. The Parties have agreed that \$50,000.00 shall be allocated to the settlement of claims under PAGA, which is inclusive of a \$37,500.00 payment to the LWDA. The remaining \$12,500.00 shall be distributed to the PAGA Aggrieved Employees. Each PAGA Aggrieved Employee's share of the PAGA Payment will be determined by the number of pay periods he or she worked within the PAGA Period as compared to the total pay periods worked by all PAGA Aggrieved Employees within the PAGA Period.

All payments to PAGA Aggrieved Employees will be treated as follows: 100% as penalties (not subject to withholding of employment taxes and to be reported on IRS Forms 1099).

According to PCU's records, the total number of pay periods you worked during the Class Period and/or PAGA Period is «Total_Pay_Periods».

If you disagree with the above information regarding your number of pay periods worked and would like someone to look into the matter, please follow the procedure below. Based on the above information, your estimated Individual Settlement Payment from the class settlement is «ESA_Before_Paga» and your estimated payment amount from the PAGA penalties is «PAGA_Amount».

6. What if I disagree with information or the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods you worked, you can provide documentation or explanation to the Settlement Administrator to show contrary information. You can write a letter setting forth the number of pay periods that you believe you worked as a non-exempt employee in California during the Class Period that you believe are correct. You may attach any relevant documentation in support thereof. You must mail or fax your letter to:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863

You must submit such information by **December 30, 2024**. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. The Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute, subject to the final resolution by the Court if the Court decides to rule on the dispute. If the Court does not issue a ruling on the dispute, the Settlement Administrator's determination of the number of pay periods you worked will be binding.

7. What do I have to do to receive a share of the settlement?

If you would like to receive an award under the terms of this settlement, **you do not have to do anything**. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. If you move, you must notify the Settlement Administrator of your new address. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

If the Court grants final approval of the settlement, you will be mailed a Settlement Check for your share of the Settlement Amount. In addition, you will be deemed to have released or waived the Released Claims: Any and all claims that were alleged in the operative Second Amended Complaint, arising from the facts set forth therein, that arose during the Class Period, including without limitation claims under the California Labor Code §§ 201-203, 226, 246, 510, 558, and 1194, IWC Wage Orders, and the UCL, based on failure to pay overtime wages at the regular rate of pay, failure to pay sick pay at the regular rate of pay, failure to timely pay wages upon separation of employment, and failure to provide compliant wage statements.

In addition, if you are a PAGA Aggrieved Employee, regardless of whether you submit a Request for Exclusion Form, you will be deemed to have released or waived the Released PAGA Claims as follows: All claims that accrued during the PAGA Period that were alleged in Plaintiff's PAGA notice to the LWDA, as well as all claims that could have been pled arising out of the same operative facts, for civil penalties under the California Private Attorneys' General Act predicated on violations of Labor Code §§ 201-203, 226, 246, 510, 558, and 1194.

There is no right to opt out of the release of these PAGA claims.

9. What if I do not wish to be involved?

Anyone **not** wishing to participate in the settlement may exclude themselves ("opt out") by completing, signing, and mailing/faxing the Request for Exclusion Form attached to this Notice to the Settlement Administrator, Phoenix Settlement Administrators, at the following address by **December 30, 2024**.

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863

Be sure to include your name, address, and telephone number, and your signature on the Request for Exclusion Form. Your Request for Exclusion Form must be postmarked, or fax stamped on or before **December 30, 2024**.

If your Request for Exclusion Form is postmarked or fax stamped after **December 30, 2024**, it will be rejected as untimely, and you will be deemed a Settlement Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion Form shall **not** be deemed a Settlement Class Member and will **not** receive any payment as part of this settlement. Such individuals will keep any right to sue PCU separately about the claims made in this lawsuit.

Regardless of whether you submit a Request for Exclusion Form, if you are a PAGA Aggrieved Employee, you will be part of the PAGA settlement and receive a pro rata share of the PAGA settlement amount and will be deemed to have released the Released PAGA Claims.

10. What if I have an objection?

A class member may object to the settlement if you believe that the settlement is unfair or inadequate. If you decide to object to the settlement, you may do so by completing the Objection Form attached to this Notice. You must provide your name and contact information, a written statement of the grounds in which you base your objection, and include your signature on the Objection Form. You may include any copies of evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) on which you base your objection, if any. You must mail or fax the Objection Form to the Settlement Administrator postmarked and/or fax stamped no later than **December 30, 2024**. The postmark or fax stamp date shall be the exclusive means for determining that a written objection is timely and valid. The Court will decide on the objections at the Final Approval Hearing. If your objection is overruled at the Final Approval Hearing, you will still be bound by the terms of this settlement and will receive a settlement payment.

11. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel:

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 23 of the San Mateo County Superior Court, located at 400 County Center, Redwood City, California 94063 on April 14, 2025, at 3:00 p.m., (Pacific Time), to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiff's service award, and the costs of settlement administration. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, **but you are not required to do so**. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This Notice is a summary of the basic terms of the settlement. For further information, you may telephone the Settlement Administrator at (800) 523-5773. You may also review the settlement agreement, which is on file with the Clerk of the San Mateo Superior Court, 400 County Center, Redwood City, California 94063.

ALL INQUIRIES REGARDING THIS SETTLEMENT SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773 or **PLAINTIFF'S**

ATTORNEYS: Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555; and William L. Marder of Polaris Law Group LLP, 501 San Benito Street, Suite 200, Hollister, CA 95023, Phone: (831) 531-4214.

Please do not telephone the Court, the Office of the Clerk, or PCU's counsel for information regarding this settlement.

REQUEST FOR EXCLUSION FORM
(Ciarlanti v. Provident Credit Union; Case No. 20-CIV-03398)

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION
SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT, DO NOT
FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE
SETTLEMENT, AND DO NOT WANT TO RECEIVE A SETTLEMENT PAYMENT,
YOU MUST COMPLETE, DATE AND SIGN THIS
FORM AND SEND IT BACK TO SETTLEMENT ADMINISTRATOR,
POSTMARKED/FAX STAMPED NO LATER THAN DECEMBER 30, 2024:**

Ciarlanti v. Provident Credit Union Settlement Administration
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863
Facsimile: (949) 209-2503

I have received notice of the proposed settlement in this lawsuit, and I wish to be excluded from the class and I have decided ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the settlement and will not receive any payment from the settlement, but I will retain whatever rights I may have, if any, to pursue a claim against Provident Credit Union with respect to the claims raised in the lawsuit referenced above.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Date: _____

(signature)

OBJECTION FORM***(Ciarlanti v. Provident Credit Union; Case No. 20-CIV-03398)***

AS EXPLAINED IN MORE DETAIL IN THE NOTICE THAT CAME WITH THIS FORM, YOU HAVE THE RIGHT TO OBJECT TO THE PROPOSED CLASS ACTION SETTLEMENT DESCRIBED IN THE NOTICE.

If you choose, you may object to the proposed Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you must complete this Objection Form and state the basis for your objection. Send the completed Objection Form, along with any other documents you may have that support your objection, if any, by mail or fax to the Settlement Administrator (address and facsimile listed below), postmarked/fax stamped no later than December 30, 2024.

Ciarlanti v. Provident Credit Union Settlement Administration
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Date: _____
_____ (signature)

Reasons Why You Object (you may attach additional pages if necessary): _____

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	300
Opt Out Rate	0%
Opt Outs Received	2
Total Class Claimants	298
Subtotal Admin Only	\$8,587.36

TOTAL COSTS	\$8,500.00
--------------------	-------------------

Fixed Fee

March 12, 2025

Case: Ciarlanti v. Provident Credit Union

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	30	\$60.00
NCOA (USPS)	\$0.15	300	\$45.00
Total			\$845.00

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.35	300	\$105.00
Notice Packet & Opt-Out Form	\$1.85	300	\$555.00
Postage (up to 1 oz.)	\$0.87	300	\$261.00
Static Website	\$275.00	1	\$275.00
Total			\$1,511.00

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	12	\$12.00
Remail Notice Packets	\$1.85	12	\$22.20
Postage	\$0.87	12	\$10.44
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$259.64

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$2.00	298	\$596.00
Estimated Postage Checks, W2 and 1099	\$0.64	298	\$190.72
Total			\$2,101.72

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$8,587.36