

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 V. Raymond Swope,
 Dept. 23)

DECLARATION OF DOMENIC CIARLANTI IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: December 4, 2023

Time: 2:00 p.m.

Dept.: 23

Complaint Filed: August 11, 2020

FAC Filed: March 25, 2021

SAC Filed: May 20, 2022

Trial Date: None Set

DECLARATION OF DOMENIC CIARLANTI

I, Domenic Ciarlanti, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant Provident Credit Union ("Defendant") from on or about April 8, 2018, to on or about May 7, 2020. I worked as a non-exempt employee and was paid on an hourly basis.

3. During my employment with Defendant, I regularly worked overtime and was paid different hourly rates during the same workweek. For example, I was paid "Weekend Work" wages. In addition, I also worked overtime and was routinely paid non-discretionary incentive wages, such as "Branch Incentive" pay. During those workweeks, I was underpaid overtime wages as Defendant did not correctly calculate my overtime regular rate of pay that was based on a combination of all the different hourly rates during the workweek, or that incorporated the non-discretionary incentives paid in the workweek.

4. During my employment with Defendant, I was also underpaid sick pay. Whenever sick pay was paid to me, it was paid based on my lowest hourly rate of pay rather than based on a combination of all the different hourly rates during the workweek. Defendant also did not incorporate any non-discretionary incentives that were paid in the workweek into the sick pay regular rate of pay.

5. Since I was not paid all wages owed to me, the pay stubs issued to me were inaccurate.

6. I understand that this action was brought on behalf of all other employees in the State of California, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class claims in this lawsuit separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the

1 Class that would impair or affect my ability to serve as representative for the Class.

2 7. I have and continue to be willing to assist in the investigation of this matter,
3 including meeting, conferring, discussing the case with my attorneys, searching for and
4 providing any necessary information and documents, and making myself available for trial or
5 any further proceedings in this matter as required to represent the interests of the Class. I also
6 understand my duties and responsibilities to the proposed Class and will carry out those duties as
7 necessary.

8 8. I have discussed the case with my attorneys on a number of occasions, searched
9 for and provided information and documents to my attorneys to help with the prosecution of the
10 case, and reviewed documents in the case, including the PAGA letter, complaint, and Settlement
11 Agreement.

12 9. I have discussed the terms of the Settlement Agreement with my attorneys, and
13 based on the information provided, I believe the settlement to be fair, adequate, and reasonable
14 for myself and for the entire Class.

15 10. I also executed a general waiver of any and all claims, including a waiver of
16 California Civil Code § 1542, which I understand was not required of other Class Members.

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

19 Executed on this 4th day of August 2023, at Daly City, California.

20
21  DocuSigned by:
Domenic Ciarlanti
C8B4D1A2C1C