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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 V. Raymond Swope,
Dept. 23)

**DECLARATION OF MAI TULYATHAN 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

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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 California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Domenic Ciarlanti (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

CASE SUMMARY

2. On June 17, 2020, Plaintiff submitted his written notice to the Labor Workforce Development Agency (“LWDA”), alleging violations of Labor Code §§ 201-203, 226(a), 246, 510, 558, and 1194, pursuant to the Private Attorneys General Act, Labor Code § 2699 (“PAGA”). Attached as **Exhibit A** is a true and correct copy of the Plaintiff’s June 17, 2020 written notice. The LWDA assigned this matter the case number LWDA-CM-793755-20. A true and correct copy of the LWDA’s confirmation with case number is attached as **Exhibit B**.

3. On August 11, 2020, Plaintiff filed a class and PAGA complaint against Defendant Provident Credit Union (“Defendant”) in the San Mateo County Superior Court, alleging five causes of action for: (1) violation of Labor Code §§ 510, 558, and 1194; (2) violation of Labor Code §§ 201-203; (3) violation of Labor Code § 226(a); (4) violation of Business & Professions Code § 17200, *et seq.*; and (5) violation of the PAGA (the “Action”).

4. On August 18, 2020, my office submitted a copy of the complaint to the LWDA via online submission. Attached as **Exhibit C** is a true and correct copy of the confirmation of submission from the LWDA.

5. Defendant filed its Answer on or about November 12, 2020.

6. On or about March 4, 2021, the Parties submitted a joint stipulation granting Plaintiff leave to file a First Amended Complaint (“FAC”) to modify the time period of Plaintiff’s overtime regular rate class and PAGA claims so as not to overlap with the time period that was released as part of a class action settlement in the matter of *Ray Wilkerson v. Provident Credit Union*, San Mateo County Superior Court Case No. 19CIV00916 (the “*Wilkerson*” settlement). As the *Wilkerson* settlement purports to release Plaintiff’s overtime regular rate

1 class and PAGA claims up to and including August 14, 2019, Plaintiff modified the FAC so that
2 the applicable class and PAGA periods begin from August 15, 2019, to the present. On March
3 11, 2021, the Court granted the Parties' joint stipulation, the FAC was filed with the Court on
4 March 25, 2021.

5 7. On or about April 18, 2022, the Parties submitted a joint stipulation granting
6 Plaintiff leave to file a Second Amended Complaint ("SAC") to add additional claims regarding
7 overtime and sick pay allegations and to broaden the class definitions to include individuals who
8 were paid non-discretionary incentives. The Court granted the Parties' joint stipulation on April
9 25, 2022, and the SAC was filed with the Court on May 20, 2022. The SAC is the operative
10 complaint.

11 8. Plaintiff's class and PAGA claims as pled in the SAC are predicated upon the
12 following allegations. With respect to Plaintiff's overtime and sick pay regular rate claims,
13 Plaintiff contends that Defendant failed to pay overtime wages and sick pay wages at the correct
14 regular rate of pay. In this regard, Plaintiff alleges that the regular rate of pay that Defendant
15 used to pay overtime and sick pay wages to Plaintiff and other employees was not calculated
16 based on a combination of all hourly rates paid in the workweek. Rather, the regular rate of pay
17 for overtime and sick pay was calculated based only on the lowest hourly rate of pay. Plaintiff
18 also alleges that Defendant failed to correctly calculate the regular rate of pay for paying
19 overtime and sick pay wages whenever Plaintiff and other employees earned non-discretionary
20 incentives. In this regard, said non-discretionary incentives were not included in the regular rate
21 of pay when paying overtime and sick pay wages. Thus, Plaintiff alleges that he and other
22 employees were underpaid overtime and sick pay wages.

23 9. In addition to the claims above, Plaintiff also alleges derivative wage statement
24 claims under Labor Code § 226(a). Specifically, as a result of the regular rate claims, Plaintiff
25 asserts that the corresponding wage statements issued to Plaintiff and other employees failed to
26 identify the required information under Labor Code § 226(a). As a result of these alleged
27 violations, Plaintiff seeks unpaid wages, waiting time penalties, statutory penalties, and civil
28 penalties under the California Labor Code and PAGA, as well as attorneys' fees and costs.

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11. During discovery meet and confer discussions and after further investigation of the Action, the Parties agreed to participate in private mediation with Judge Ronald M. Sabraw (Ret.).

13. As the Parties continued to meet and confer on further production of discovery, the Parties agreed to participate in a second session of mediation with Judge Sabraw on January 25, 2023.

15. On January 25, 2022, the Parties participated in the second session of mediation with Judge Sabraw. After thorough investigation and evaluation of the facts and claims, the Parties and their counsel ultimately reached the current settlement.

**DECLARATION OF MAI TULYATHAN IN SUPPORT OF PLAINTIFF’S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

Joint Stipulation of Class Action Settlement (the “Stipulation” or “Settlement Agreement”), a true and correct copy of which is attached hereto as **Exhibit D**.

17. The Parties recognize the risk, expense, and delay in continuing litigation with the class and PAGA claims, and believe the settlement to be fair, reasonable, and adequate.

18. Each side has apprised the other of their respective factual contentions, legal theories, and defenses, resulting in negotiations taking place between the Parties.

POTENTIAL PENALTIES AND DEFENSES

19. Based on the class data provided by Defendant, Plaintiff’s counsel estimated the potential exposure for class claims to be at least \$1,423,094.40 if Plaintiff succeeded at trial. Plaintiff was able to estimate the potential class penalties based on class data provided by Defendant. The following represents a breakdown of the estimated class-wide damages/penalties based on data and records provided by Defendant:

- \$547,310.40 in waiting time penalties for Plaintiff’s overtime regular rate claims¹ (calculated based on 91 former employees in the putative class and an average hourly rate of pay of \$25.06 based on sample payroll records produced by Defendant);
- \$661,584 in waiting time penalties for Plaintiff’s sick pay regular rate claims (calculated based on 110 formers and an average hourly rate of pay of \$25.06 based on sample payroll records produced by Defendant);
- \$214,200 for Labor Code § 226(e) penalties resulting from deficient wage statements as a result of the underpaid wages (calculated based on 2,226 pay periods at issue).

20. With respect to potential liability of Plaintiff’s PAGA claims, Plaintiff’s counsel estimated that Defendant could face civil penalties of at least \$790,100 if Plaintiff were successful at trial on all claims. However, even assuming Plaintiff ultimately prevails on his

¹ For Plaintiff’s overtime regular rate claims, the main claim and/or damages to be recovered are waiting time penalties under Labor Code § 203. The amount of underpaid overtime wages for regular rate overtime claims is typically minimal.

1 PAGA claims, the Court still has discretion to reduce any PAGA penalties.

2 21. Although Plaintiff believes in the merits of the alleged claims and maintains that
3 there is no reason for reducing PAGA penalties, Plaintiff is aware that Defendant may raise
4 defenses to the claims and further with respect to the reduction of PAGA penalties and that it
5 could be persuasive to the Court. Thus, even if Plaintiff were to successfully prove his claims at
6 trial, there is a possibility that the Court may only award a small percentage of PAGA penalties,
7 as the Court has discretion to do so. The Gross Settlement Amount was premised with this risk
8 in mind, associated with the possibility of the Court significantly reducing Plaintiff's PAGA
9 penalties, along with other attendant risks, even if Plaintiff was to prevail at trial.

10 22. Further, Defendant raised several defenses that presented risk as to liability and
11 damages on the claims. With respect to the overtime regular rate claims, Defendant has indicated
12 that it has unilaterally issued payments to some of the underpaid employees, which also includes
13 payments for penalties under Section 203 and 226. Defendant also argues that it corrected its
14 practices in September 2020 as to how it pays out overtime. Based on that, it is Defendant's
15 position that a portion of the employees that are part of the putative class are not even owed any
16 underpaid overtime as Defendant has corrected its practices. With respect to the sick pay regular
17 rate claim, Defendant contends that its sick pay policy is compliant with the law, as it has
18 indicated that it pays sick pay based on the 90-day rule for sick leave. Given these defenses, it is
19 Defendant's position that Plaintiff will not prevail on liability on the regular rate claims. As
20 another risk to prevailing on class certification, there is essentially no precedent from any
21 California courts granting class certification of a sick pay regular rate claim. Thus, while
22 Plaintiff believes that a class can be certified, there is a possibility that the Court will not grant
23 class certification on Plaintiff's sick pay regular rate claim here.

24 23. The total amount of class and PAGA penalties amount to approximately
25 \$2,213,194.40, without discounting for potentially losing on any of the causes of action. The
26 Gross Settlement Amount is \$400,000.00, which is approximately **18.07%** of the maximum class
27 and PAGA penalties.

28 24. Although Plaintiff believes that the Class can be certified, Plaintiff also believes

1 in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
2 involved in not prevailing on one or more of the causes of action or theories alleged in the
3 operative SAC, the possibility of non-certification, and the potential for appeals.

4 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

5 25. The Settlement Agreement provides for Four Hundred Thousand Dollars
6 (\$400,000.00) as the Gross Settlement Amount. (*See* Stipulation at ¶ 10.) The Net Settlement
7 Amount, calculated after deduction of Plaintiff's counsel's attorneys' fees (up to \$133,333.33)
8 and litigation costs (up to \$20,000.00), an enhancement payment to the Class Representative (up
9 to \$10,000.00), the portion of PAGA penalties to be paid to the LWDA (\$37,500.00), and
10 Settlement Administration costs (up to \$8,500.00), is estimated to be approximately
11 **\$190,666.67**. (*Id.* at ¶¶ 3, 9, 18, 21, 31.)

12 26. Pursuant to the Settlement Agreement, the Net Settlement Amount will be
13 apportioned among Participating Class Members on a *pro rata* basis, based on the number of pay
14 periods worked by each respective Participating Class Member during the Class Period, as
15 compared to the total number of pay periods worked by all Participating Class Members during
16 the Class Period. (*See* Stipulation at ¶ 43.)

17 27. Pursuant to the Settlement Agreement, Defendant has represented that there are
18 no more than 324 individuals that comprise the Class. (Stipulation at ¶ 6.) Based on that
19 number and on the estimated Net Settlement Amount, on a raw average, each Participating
20 Class Member may potentially recover approximately **\$588.48**. The amount actually paid to
21 each Participating Class Member may increase or decrease depending on the actual number of
22 pay periods he or she worked during the Class Period and the number of opt-outs received.

23 28. This settlement is non-reversionary, meaning that none of the settlement funds
24 will revert back to Defendant. (*See* Stipulation at ¶ 43.)

25 29. Attached hereto as **Exhibit E** is a true and correct copy of the Class Notice to be
26 sent to Class Members.

27 30. The terms of the Settlement Agreement provide that uncashed checks (upon the
28 expiration date) shall be distributed to the California State Bar's Justice Gap Fund, a source of

1 funding for about 100 legal aid organizations across the State of California, in accordance with
2 California Civil Procedure § 384. (See Stipulation at ¶ 57.) Attached as **Exhibit F** is a true and
3 correct copy of the Justice Gap Fund informational page from the California State Bar's website.
4 Plaintiff's counsel does not have any relationship with or connection to the Justice Gap Fund.

5 31. The Settlement Agreement provides for the payment of the Settlement
6 Administrator for the administration of this current settlement. The Parties have agreed to an
7 estimated payment not to exceed \$8,500.00 to the Settlement Administrator, Phoenix Settlement
8 Administrators, to send notices and to administer this settlement. (See Stipulation at ¶¶ 31, 32.)
9 Phoenix Settlement Administrators is a well-recognized class action settlement administrator.
10 Plaintiff obtained a quote from Phoenix Settlement Administrators for a capped fee of \$8,500.00
11 to administer this Settlement. Attached as **Exhibit G** is a true and correct copy of the settlement
12 administration quote from Phoenix Settlement Administrators.

13 32. Pursuant to the Settlement Agreement, employer-side payroll taxes on the wage
14 portion of the individual settlement payments paid to Class Members shall be paid by Defendant
15 *separate* from and in addition to the Gross Settlement Amount. (See Stipulation at ¶ 37.)

16 33. Based on their own independent investigation and evaluation, the Parties and their
17 respective counsel are of the opinion that settlement for the consideration and on the terms set
18 forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of
19 the Class and Defendant in light of all known facts and circumstances and the expenses and risks
20 inherent in litigation.

21 **ATTORNEY EXPERIENCE**

22 34. From the inception of the case, Class Counsel have zealously represented the
23 interests of the Class. Class Counsel engaged in formal discovery as well as significant
24 discussions with opposing counsel to obtain informal data and documents and to discuss the
25 merits of the claims on behalf of the Class. This settlement was obtained for the benefit of the
26 Class, as opposed to the individual Class Representative.

27 35. I have spent significant time researching and pursuing the claims that have been
28 alleged in this action. The Parties engaged in formal and informal discovery, and participated in

1 the exchange of class data and Defendant's pertinent policies and practices. Based on my review
2 of all the documents and information, and based on my experience in class action litigation, I
3 believe this settlement to be fair, adequate, and reasonable.

4 36. I was retained based upon a contingency fee arrangement wherein Plaintiff's
5 counsel agreed to advance all costs and receive no fee unless a recovery was accomplished.
6 Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a
7 significant amount of time, money, and other resources without any benefit or return. In
8 addition, had Plaintiff also failed to prevail in the present case, Defendant would have been able
9 to seek costs in connection with their defense of the case.

10 37. I am one of the primary attorneys on this matter. My qualifications are as
11 follows: I received my J.D. from Loyola Law School in 2017. I received the First Honors Award
12 in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First Honors
13 Award in Civil Litigation Practicum I for achieving the highest grade in those classes. During
14 law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District
15 Court, Central District of California, for the Honorable Christina A. Snyder, and a certified law
16 clerk at the San Diego County District Attorney's Office, Collaborative Courts Division, and the
17 Los Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes
18 Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I
19 placed Top 16 and was awarded the Top Ten Brief Award. In 2017, I participated in the
20 Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created
21 to investigate retaliation complaints. Upon graduation from law school, I was admitted to the
22 California Bar in December 2017.

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

1 39. I am currently handling and/or have handled numerous wage and hour class action
2 and PAGA lawsuits, including *Magadia v. Wal-Mart Associates, Inc., et al.* (N.D. Cal., Case
3 Number 5:17-cv-00062-LHK); *Garcia v. Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case
4 Number 3:18-cv-00500-L-MDD); *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case
5 Number 5:16-cv-333 EJD); *Arroyo v. Int'l Paper Company* (N.D. Cal., Case Number 5:17-cv-
6 06211-BLF); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council
7 Coordination Proceeding No. 4999 (Monterey County Superior Court, Lead Case No.
8 17CV003723); and *Garcia v. Apex Systems, LLC, et al.* (Orange County Superior Court, Case
9 Number RG19014709).

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

18 41. I have also been certified and/or approved as class counsel in numerous other
19 wage/hour class actions. Most recently, I was certified as class counsel in the cases *Garcia v.*
20 *Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v.*
21 *Samaritan, LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song v.*
22 *THC – Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells*
23 *Fargo Bank National Ass'n, et al* (Santa Clara County Superior Court, Case No. 16-CV-299319),
24 and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG (KKx)), as
25 part of the courts' orders granting class certification pursuant to Fed. R. Civ. P. 23 and California
26 Code of Civil Procedure § 382.

27 42. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes*
28 *& Mauritz, L.P.* (Case No. 5:16-cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et al* (Case No.

1 18CV003398), *Valles v. Community Hospital of the Monterey Peninsula* (Case No.
2 17CV003452), *Chavez v. Hugo Boss Retail, Inc.* (Case No. 18CV322644), *Hernandez v. Wells*
3 *Fargo Bank National Ass'n, et al* (Case No. 16-CV-299319); *Baker v. California Forensic*
4 *Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No.
5 17CV003723); *Mendez v. Falcon Trading Company* (Case No. 19CV004512); *Truong v. DS*
6 *Services of America, Inc.* (Case No. FCS054399).

7 43. I will adequately represent the Class Members in this action. Plaintiff's counsel
8 has and will zealously represent Plaintiff and the Class and pursue this lawsuit to its conclusion.
9 I have no conflicts with the Class and will adequately represent the Class.

10 **NOTICE TO THE LWDA**

11 44. Concurrent with the filing of this motion, on August 7, 2023, my office provided
12 notice of the motion and the settlement to the LWDA. Attached hereto as **Exhibit H** is a true
13 and correct copy of the submission confirmation.

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

16 Executed on this 7th day of August, 2023, at Los Angeles, California.

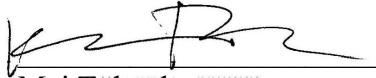
17 
18 Mai Tulyathan

EXHIBIT A

DOMENIC CIARLANTI

c/o DIVERSITY LAW GROUP, P.C.
515. S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

June 17, 2020

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Ciarlanti v. Provident Credit Union*

To Whom It May Concern:

This correspondence shall constitute as my written notice under Labor Code § 2699.3 of the claims asserted on behalf of myself and other aggrieved employees against my former employer, Provident Credit Union (the “Company”). Specifically, I allege that the Company:

1. Violated Labor Code §§ 510, 558, and 1194 by failing to correctly calculate the regular rate of pay for purposes of paying overtime wages to myself and other non-exempt employees. Specifically, I and other employees were paid different hourly rates within the same workweek. However, when overtime wages were paid in such workweeks, the overtime rate of pay was not based on a “combination” of such rates, but rather, paid based on the lowest hourly rate of pay, and thus, the overtime wages were not calculated at the correct regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid overtime wages and Labor Code § 226(a) as the overtime wage rates, and net/gross wages earned shown on the wage statements were inaccurate due to the overtime violations set forth above.

2. Violated Labor Code §§ 201-203 and 246 by failing to pay sick pay at the regular rate of pay. I and other employees were paid different rates of pay during the workweek, thus increasing our regular rate of pay. However, when sick pay was paid, it was paid at our lowest rate of pay rather than the regular rate of pay.

The address for the Company is:

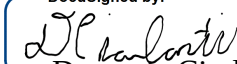
Provident Credit Union
303 Twin Dolphin Dr.
Redwood City, CA 94065

June 17, 2020

Page 2

Please contact my attorney, Larry W. Lee, if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

Domenico Ciarlanti

cc: Provident Credit Union (by certified mail)

EXHIBIT B

Sophia Hanneyan

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, June 17, 2020 2:25 PM
To: Sophia Hanneyan
Subject: Thank you for submission of your PAGA Case.

6/17/2020

LWDA Case No. LWDA-CM-793755-20
Law Firm : Diversity Law Group
Plaintiff Name : Domenic Ciarlanti
Employer: Provident Credit Union

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT C

Erika Mejia

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, August 18, 2020 3:31 PM
To: Erika Mejia
Subject: Thank you for your Court Complaint Submission

08/18/2020 03:30:51 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT D

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
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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 V. Raymond Swope,
Dept. 23)

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement”) is made
3 and entered into by and between Plaintiff Domenic Ciarlanti (“Plaintiff”) on behalf of himself and
4 the Class Members and Aggrieved Employees (as defined below) and Defendant Provident Credit
5 Union (“Defendant”) (collectively with Plaintiff, the “Parties”).

6 This Settlement shall be binding on Plaintiff and those persons he seeks to represent, and
7 on Defendant and its all past, present and future parent companies, subsidiaries and affiliate
8 including, without limitation, any corporation, limited liability company, partnership, trust,
9 foundation and non-profit entity which controls, is controlled by, or is under common control with
10 Defendant, including, but not limited to, the past, present and future shareholders, directors,
11 officers, agents, employees, attorneys, insurers, member, partner, manager, contractor, agent,
12 consultant, representative, administrator, fiduciary, benefit plan, transferee, predecessors,
13 successors and assigns of any of the foregoing, and any individual or entity which could be jointly
14 liable with any of the foregoing, and their respective counsel, subject to the terms and conditions
15 hereof and the Court’s approval.

16
17 **DEFINITIONS**

18 1. “Action” means *Domenic Ciarlanti, et al. v. Provident Credit Union, et al.*, Case
19 No. 20-CIV-03398 (filed on August 11, 2020).

20 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class
21 Action Settlement.

22 3. “Class Counsel” means Larry W. Lee and Mai Tulyathan of Diversity Law Group,
23 P.C., and William L. Marder of Polaris Law Group.

24 4. “Class Counsel Award” means such award of fees and costs and expenses as the
25 Court may authorize to be paid to Class Counsel for the services they have rendered and will render
26 to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel Award not
27 to exceed one-third of the Gross Settlement Amount (\$400,000.00), i.e. the sum of One Hundred
28 Thirty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents

1 (\$133,333.33), and litigation costs in the amount of up to Twenty Thousand Dollars (\$20,000.00),
2 subject to the Court finally approving this Settlement. Any portion of the Class Counsel Award
3 not awarded to Class Counsel shall be added to the Net Settlement Amount.

4 5. "Class List and Data" means information regarding all Class Members that
5 Defendant will diligently and in good faith compile from its records and provide to the Settlement
6 Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as
7 a Microsoft Office Excel spreadsheet and shall include: each Class Member's full name; employee
8 number; most recent mailing address; Social Security number; the number of pay periods worked
9 by each Class Member during the Class Period.

10 6. "Class Members" or "Class" means all current and former non-exempt employees
11 employed by Defendant in the State of California during the Class Period, who were paid non-
12 discretionary incentives and/or different base hourly rates, and in that same workweek, either
13 were paid overtime and/or sick pay wages. There are no more than 324 individuals in the Class.

14 7. "Class Period" means the period from August 15, 2019, through January 1, 2023.

15 8. "Class Representative" means Plaintiff Domenic Ciarlanti.

16 9. "Class Representative Enhancement Payment" means the amount that the Court
17 authorizes to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition
18 of his efforts and risks in assisting with the prosecution of the Action and in consideration for
19 providing a general release of all claims and a waiver under Civil Code § 1542. Subject to the
20 Court granting final approval, the Parties agree that Plaintiff shall be paid up to Ten Thousand
21 Dollars (\$10,000.00) from the Gross Settlement Amount for his Class Representative
22 Enhancement Payment.

23 10. "Gross Settlement Amount" means the all-inclusive maximum settlement amount
24 of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) to be paid by Defendant as a
25 result of this Stipulation. The Gross Settlement Amount includes all Individual Settlement
26 Payments to Participating Class Members, the Class Representative Enhancement Payment to
27 Plaintiff, Settlement Administration Costs to the Settlement Administrator, the PAGA Payment,
28 and Class Counsel Award. The Gross Settlement Amount shall also include any interest that

1 accrues in the escrow account created by the Settlement Administrator. The Gross Settlement
2 Amount does not include the employer's share of payroll taxes.

3 11. "Complaint" means the operative Second Amended Class and Representative
4 Action Complaint filed by Plaintiff in this Action on or about May 20, 2022.

5 12. "Counsel for Defendant" or "Defense Counsel" means Jackson Lewis P.C.

6 13. "Court" means the Superior Court for the State of California, County of San Mateo,
7 or any other court taking jurisdiction of the Action.

8 14. "Defendant" means Defendant Provident Credit Union, including its predecessors,
9 if any, as well as each of its respective predecessors, successors, and all former, current, and future
10 related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and
11 collectively, their respective former, current and future directors, officers, employees, agents,
12 representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries,
13 insurers and trustees.

14 15. "Effective Date" means: (a) the date when the Final Approval Order is signed, if
15 there are no objections, or if an objection is withdrawn prior to the Final Approval hearing, or
16 (b) in the event there are objectors, sixty (60) days after service of notice of entry of the Final
17 Approval Order and Judgment on the Parties and all objectors to the Settlement without any
18 appeals or request for review being taken, or orders affirming said Final Approval Order and
19 Judgment or denying review after exhaustion of all appellate remedies, if appeals or requests for
20 review have been taken.

21 16. "Final Approval" means that the Final Approval Order and Judgment have been
22 entered by the Court.

23 17. "Individual Settlement Payment" means the amount payable from the Net
24 Settlement Amount to each Participating Class Member.

25 18. "Net Settlement Amount" means the balance of the Gross Settlement Amount
26 remaining after deduction of the approved Class Representative Enhancement Payment,
27 Settlement Administration Costs, the PAGA Payment, and Class Counsel Award. The entire Net
28 Settlement Amount is the maximum amount that will be available for distribution to Participating

1 Class Members.

2 19. "Notice of Objection" means a Class Member's valid and timely written objection
3 to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector's full
4 name, address, and telephone number; (b) a written statement specifying the basis for the
5 objection; and (c) the objector's signature. The objector may include any copies of papers, briefs,
6 or documents upon which the objection is based. The Notice of Objection must be returned by
7 mail or fax to the Settlement Administrator at the specified address/facsimile indicated in the
8 Notice Packet, and be postmarked by the Response Deadline.

9 20. "Notice Packet" means the Notice of Proposed Class Action Settlement,
10 substantially in the form attached as Exhibit A.

11 21. "PAGA Payment" means the portion of the Gross Settlement Amount that the
12 Parties have agreed will be allocated to resolve all claims and remedies under the Labor Code
13 Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The amount
14 of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l).
15 The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount
16 shall be allocated to the resolution of any Class Members' claims arising under PAGA. Pursuant
17 to the PAGA, 75% of the PAGA Payment, i.e. the sum of Thirty-Seven Thousand Five Hundred
18 Dollars (\$37,500.00), shall be paid to the California Labor and Workforce Development Agency
19 ("LWDA"), and 25% of the PAGA Payment, i.e. the sum of Twelve Thousand Five Hundred
20 Dollars (\$12,500.00), shall become part of the Net Settlement Amount to be distributed to
21 Participating Class Members.

22 22. "Parties" means Plaintiff, on behalf of himself and the Class, and Defendant
23 collectively.

24 23. "Participating Class Members" means all Class Members who do not submit valid
25 and timely Requests for Exclusion.

26 24. "Plaintiff" means Domenic Ciarlanti.

27 25. "Preliminary Approval" means the Court's order granting preliminary approval of
28 the Settlement.

26. “Released Claims” means any and all claims that were alleged in the operative Second Amended Complaint and Plaintiff’s PAGA notice to the LWDA, arising from the facts set forth therein, that arose during the Class Period, including without limitation claims under the California Labor Code 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, and claims for penalties under the PAGA based on the afore-referenced claims. In addition, upon the Effective Date, the Class Representative and the Class Members, and each member of the Class who has not submitted a valid Request for Exclusion, is forever barred and enjoined from instituting or accepting damages or obtaining relief against the Released Parties relating to the Released Claims.

27. “Released Parties” means Defendant, and all of its affiliated entities, parents, subsidiaries, owners, officers, shareholders, executives, managers, and employees, including each of Defendant’s respective past, present and future parents, subsidiaries and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Defendant.; the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to, temporary agencies.

28. “Request for Exclusion” means a timely written letter submitted by a Class Member indicating a request to be excluded from/opt out of the Settlement. The Request for Exclusion must: (a) state that the Class Member does not wish to be included in the Settlement; (b) set forth the name, address, and telephone number of the Class Member requesting exclusion; and (c) be signed by the Class Member. The Request for Exclusion must be returned by mail or fax to the Settlement Administrator at the specified address/facsimile indicated in the Notice Packet, and must be postmarked on or before the Response Deadline.

29. “Response Deadline” means forty-five (45) days after the Settlement Administrator

1 initially mails the Notice Packet to Class Members, and the last date on which Class Members may
2 submit Requests for Exclusion or Notices of Objections to the Settlement. Those Class Members
3 who receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15)
4 calendar days from the original Response Deadline.

5 30. "Settlement" means the agreement among parties to resolve the Action, as set forth
6 in this Stipulation.

7 31. "Settlement Administration Costs" means the fees and expenses reasonably
8 incurred by the Settlement Administrator as a result of the procedures and processes expressly
9 required by this Agreement, which are not to exceed Eight Thousand Five Hundred Dollars
10 (\$8,500.00). Any portion of the Settlement Administration Costs not approved by the Court shall
11 become part of the Net Settlement Amount.

12 32. "Settlement Administrator" means Phoenix Settlement Administrators.

13 33. "Settlement Payment Check" means the payment to Participating Class Members
14 pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement.

15 **RECITALS**

16 35. This Settlement is made and entered into by and between Plaintiff Domenic
17 Ciarlanti on behalf of himself and the Class Members, and Defendant, and is subject to the terms
18 and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this
19 Agreement is entered into solely for the purpose of compromising significantly disputed claims
20 and that nothing herein is an admission of liability or wrongdoing by Defendant.

21 36. Procedural History. On June 17, 2020, Plaintiff submitted a notice to the LWDA
22 alleging Defendant's violations under Labor Code §§ 201-203, 226, 246, 510, 558, and 1194, and
23 notifying the LWDA of his intention to pursue a claim for civil penalties arising therefrom. On
24 August 11, 2020, Plaintiff initiated the Action in San Mateo County Superior Court. On May 20,
25 2022, Plaintiff filed the operative Second Amended Complaint alleging claims for: (1) violation
26 of Labor Code §§ 510, 558, and 1194; (2) violation of Labor Code §§ 201-203; (3) violation of
27 Labor Code § 226(a); (4) violation of Bus. & Prof. Code § 17200, *et seq.*; and (5) violation of the
28 PAGA, Labor Code § 2698, *et seq.*

Shortly after the initiation of the lawsuit, the Parties began initial settlement discussions but were not able to reach a resolution. The Parties then engaged in formal discovery, including written requests for production of documents and special interrogatories. During discovery meet and confer and after further investigation of the case, the Parties agreed to participate in mediation with Judge Ronald M. Sabraw (Ret.). The Parties attended the first session of mediation on January 19, 2022 with Judge Sabraw, but did not reach a resolution. The Parties resumed formal discovery. As the Parties continued to meet and confer on further production of discovery, the Parties agreed to participate in a second session of mediation with Judge Sabraw on January 25, 2023. In connection with mediation, Defendant provided Plaintiff with data pertaining to number of class members, pay periods at issue, sample time and payroll records, and information pertaining to its policies and practices.

On January 25, 2023, the Parties participated in the second session of mediation with Judge Sabraw, where the Parties and their counsel ultimately agreed to settle the Action on the terms set forth herein. The Parties recognize the risk, expense, and delay in continuing the Action, and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

37. Certification for Settlement Purposes Only. The Parties stipulate to certification of the Class for settlement purposes only. Plaintiff has not filed a motion for class certification in the Action. The Court has not ruled on class certification in the underlying litigation and the Settlement is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that class certification is appropriate. Should this Settlement not be approved or be terminated, all stipulations set forth herein shall be null and void and shall not be admissible for any purpose whatsoever.

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

37. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement

1 Payments to Class Members; (2) Class Counsel Award; (3) Class Representative Enhancement
2 Payment; (4) Settlement Administration Costs to the Settlement Administrator; and (5) the PAGA
3 Payment. The Parties agree that this is a non-reversionary Settlement and that no portion of the
4 Gross Settlement Amount shall revert to Defendant. In no event shall Defendant be required to pay
5 more than the Gross Settlement Amount as specified in this Agreement, with the exception of
6 Defendant's share of employer payroll taxes, which shall be paid separate and in addition to the
7 Gross Settlement Amount.

8 38. Funding of the Gross Settlement Amount. Within fifteen (15) calendar days after
9 the Effective Date, Defendant shall make a one-time deposit of the Gross Settlement Amount into
10 a Qualified Settlement Account to be established by the Settlement Administrator.

11 39. Class Counsel Award. Defendant agrees not to oppose or impede any application
12 or motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross Settlement
13 Amount (\$400,000.00), i.e. the sum of One Hundred Thirty-Three Thousand Three Hundred and
14 Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33), and costs in the amount of up to
15 Twenty Thousand Dollars (\$20,000.00), which shall be paid from the Gross Settlement Amount.
16 The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the
17 awarded attorneys' fees and costs. Any portion of the Class Counsel Award not awarded to Class
18 Counsel shall become part of the Net Settlement Amount and shall be distributed to Class Members
19 as provided in this Agreement.

20 40. Class Representative Enhancement Payment. Defendant agrees not to oppose or
21 impede any application or motion by Plaintiff for a Class Representative Enhancement Payment
22 of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff. The Class Representative Enhancement
23 Payment shall be paid from the Gross Settlement Amount, and shall be paid in addition to the Class
24 Representative's Individual Settlement Payment as a Settlement Class Member. The Settlement
25 Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Class Representative
26 Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all
27 applicable taxes on his Class Representative Enhancement Award and shall hold harmless
28 Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the

1 Class Representative Enhancement Award. Any portion of the Class Representative Enhancement
2 Payment not awarded to Plaintiff shall become part of the Net Settlement Amount and shall be
3 distributed to Class Members as provided in this Agreement.

4 41. Settlement Administration Costs. The Settlement Administrator shall be paid for
5 the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to
6 exceed Eight Thousand Five Hundred Dollars (\$8,500.00). These costs, which shall be paid from
7 the Gross Settlement Amount, shall include, *inter alia*, distributing the class notice, the required
8 tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms, establishing
9 a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount and
10 Class Counsel Award, and providing necessary reports and declarations. Any portion of the
11 Settlement Administration Costs not approved by the Court shall become part of the Net
12 Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

13 42. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
14 Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount shall be designated for
15 satisfaction of claims for civil penalties under the Labor Code Private Attorneys General Act of
16 2004 (the "PAGA"). The Settlement Administration shall pay seventy-five percent (75%) of the
17 PAGA payment, i.e. the sum of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00), to the
18 California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five
19 percent (25%) of the PAGA Payment, i.e. the sum of Twelve Thousand Five Hundred Dollars
20 (\$12,500.00), shall become part of the Net Settlement Amount to be distributed to Participating
21 Class Members.

22 43. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
23 Individual Settlement Payments to Participating Class Members from the Settlement Class in
24 accordance with the terms of this Agreement. The Settlement Administrator will allocate the
25 Individual Settlement Payments by first dividing the Net Settlement Amount by the total number
26 of pay periods worked by Class Members during the Class Period. That value will then be
27 multiplied by the number of pay periods each respective Participating Class Member worked
28 during the Class Period to arrive at the Individual Settlement Amount for each respective

1 Participating Class Member. Participating Class Members are entitled to 100% of the Net
2 Settlement Amount. Defendant maintains no reversionary right to any portion of the Net
3 Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement
4 Administrator shall proportionately increase the Individual Settlement Payments for each
5 Participating Class Member so that the amount actually distributed to Participating Class
6 Members equals 100% of the Net Settlement Amount.

7 44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
8 Participating Class Members under this Agreement, as well as any other payments made pursuant
9 to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans
10 to which any Class Members may be eligible, including, but not limited to: profit-sharing plans,
11 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
12 any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any
13 rights, contributions, or amounts to which any Class Members may be entitled under any benefit
14 plans.

15 45. Settlement Administration Process. The Parties agree to cooperate in the
16 administration of the Settlement and to make all reasonable efforts to control and minimize the
17 costs and expenses incurred in the administration of the Settlement. The Settlement Administrator
18 shall provide the following services:

- 19 a. Establish and maintain a Qualified Settlement Fund account;
- 20 b. Calculate the amount of the Settlement each Class Member is eligible to
21 receive;
- 22 c. Prior to mailing the Class Notices, the Settlement Administrator will verify
23 the last known address for each Class Member through a generally utilized, national address update
24 database;
- 25 d. Printing and mailing the Class Notice;
- 26 e. Establishing and maintaining a toll-free informational telephone support
27 line to assist Class Members who have questions regarding the Notice;
- 28 f. Conducting additional address searches for mailed Notices that are returned

as undeliverable, and to the extent new and more current addresses are found, the Settlement Administrator will also reprint and re-mail Notices accordingly;

g. Calculating Participating Class Members settlement share, fielding inquiries from Class Members, and administration of any Requests for Exclusion. This service will include settlement proceed calculations, printing and issuance of checks, and preparation of IRS Forms W-2 and 1099. Basic accounting for and payment of employee tax withholdings will also be included as part of this service;

h. Providing declarations and/or other information to the Court as requested.

46. Delivery of the Class List and Data. Within fourteen (14) calendar days of Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement Administrator.

47. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving the Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

48. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes.

49. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will include without limitation: (1) information regarding the nature of the Action; (2) a summary of the Settlement's principal terms; (3) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments, if they do not request to be excluded; (4) instructions on how to submit valid opt outs or objections; (5) the deadlines by which the Class Member must submit their exclusions or objections to the Settlement; (6) the date for the final approval hearing; and (7) the claims to be released. The Notice Packet will also inform Class Members that in order to receive the Individual Settlement Payment, they do not need to do anything except keep the Settlement Administrator apprised of their current mailing addresses.

1 50. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement
2 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
3 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
4 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding
5 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
6 address using a skip-trace, or other search using the name, address and/or Social Security number
7 of the Class Member involved, and shall then perform a re-mailing. Those Class Members who
8 receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15)
9 calendar days from the original Response Deadline.

10 51. Request for Exclusion Procedures. Any Class Member may opt-out from the
11 Settlement by submitting a written Request for Exclusion to the Settlement Administrator
12 postmarked by the Response Deadline. Requests for Exclusion must: (1) contain the name,
13 address, and telephone number of the person requesting exclusion; (2) state that the Class Member
14 does not wish to be included in the Settlement; and (3) be signed by the Class Member. The
15 Request for Exclusion must be returned by mail or fax to the Settlement Administrator at the
16 specified address/facsimile, and be postmarked on or before the Response Deadline. The date of
17 the postmark shall be the exclusive means to determine whether a Request for Exclusion has been
18 timely submitted. By submitting such a Request for Exclusion, a Class Member shall be deemed
19 to have exercised his or her option to opt out of the Action and not be bound by this Agreement.
20 Accordingly, a Class Member that timely submits a valid Request for Exclusion will not be entitled
21 to any payments under this Settlement and will not be bound by the terms of the Settlement. Any
22 Class Member who fails to submit a valid and timely Request for Exclusion on or before the
23 Response Deadline shall be deemed a Participating Class Member, and will be bound by all terms
24 of the Settlement, if the Settlement is granted final approval by the Court.

25 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
26 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
27 Request for Exclusion shall be bound by all of its terms, including those pertaining to the Released
28 Claims, as well as any Judgment that may be entered by the Court.

1 53. Objection Procedures. Any Class Member who does not opt-out of this Settlement
2 shall be entitled to object to the Settlement. To submit a written objection or Notice of Objection
3 to the Settlement, a Class Member should return by mail or fax a written statement of objection to
4 the Settlement Administrator at the specified address or facsimile by the Response Deadline. The
5 Notice of Objection must include: (a) the objector's full name, address, and telephone number; (b)
6 a written statement specifying the basis for the objection; and (c) the objector's signature. The
7 objector may include any copies of papers, briefs, or documents upon which the objection is based.
8 The Notice of Objection must be returned by mail and/or fax to the Settlement Administrator at
9 the specified address/facsimile indicated in the Notice Packet, and should be postmarked and/or
10 fax stamped on or before the Response Deadline. The date of the postmark/fax stamp on the Notice
11 of Objection shall be deemed the exclusive means for determining that a Notice of Objection is
12 timely.

13 Any Class Member who does not submit a Notice of Objection in compliance with this
14 section shall be deemed to have waived any objection(s), shall be conclusively deemed a
15 Participating Class Member, and shall be precluded from making any objection (including by
16 appeal or otherwise) to the Settlement. At no time shall any of the Parties or their counsel seek to
17 solicit or otherwise encourage Class Members to object to the Settlement or appeal from the Order
18 and Judgment. Class Counsel shall not represent any Class Members with respect to any such
19 objections to this Settlement. Any Class Member who submits a valid Request for Exclusion shall
20 not be allowed to object to this Settlement.

21 54. Defendant's Right To Rescind. If the number of Class Members opting out of the
22 Settlement by submitting valid and timely Requests for Exclusion account for more than ten
23 percent (10%) of the Class Members during the Class Period, Defendant at its sole discretion may
24 withdraw from this Settlement. If Defendant exercises its option to rescind, Defendant shall: (a)
25 provide written notice to Class Counsel within ten (10) business days of the Response Deadline,
26 and (b) pay all Settlement Administration Costs incurred by the Settlement Administrator up to
27 the date of Defendant's notice to rescind. The Parties agree that they will not encourage any Class
28 Member to object or to opt out.

1 55. Certification Reports Regarding Individual Settlement Payment Calculations. The
2 Settlement Administrator shall provide Defense Counsel and Class Counsel a weekly report which
3 certifies the number of Class Members who have submitted: (1) valid Requests for Exclusion;
4 and/or (2) Notices of Objection. Additionally, the Settlement Administrator will provide to
5 counsel for both Parties any updated reports regarding the administration of the Settlement as
6 needed or requested.

7 56. Distribution Timing of Individual Settlement Payments. Within seven (7) calendar
8 days of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue
9 respective payments to (1) Participating Class Members; (2) the Labor and Workforce
10 Development Agency; (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall
11 also issue a payment to itself for services performed in connection with the Settlement.

12 57. Uncashed Settlement Payment Checks. Any checks issued by the Settlement
13 Administrator to Class Members shall be negotiable for not less than one hundred and eighty (180)
14 days from the date of their issuance. In the event an Individual Settlement Payment check has not
15 been cashed within one hundred and eighty (180) days, all funds represented by such uncashed
16 checks shall be distributed to the following *cy pres* beneficiary: California State Bar's Justice Gap
17 Fund. In such event, those Class Members will nevertheless remain bound by the Settlement.

18 58. Certification of Completion. Upon completion of administration of the Settlement,
19 the Settlement Administrator shall provide a written declaration under oath to certify such
20 completion to the Court and counsel for all Parties.

21 59. Administration Costs if Settlement Fails or is Delayed. If an objection to the
22 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
23 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be
24 borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

25 60. Treatment of Individual Settlement Payments. All Individual Settlement Payments
26 to Class Members shall be allocated as follows: 30% as payment for wages, of which an IRS Form
27 W-2 shall issue, and 70% as penalties and interest, of which an IRS Form 1099 shall issue.

28 61. Administration of Taxes by the Settlement Administrator. The Settlement

1 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class
2 Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid pursuant
3 to this Agreement.

4 62. Tax Liability. Defendant makes no representation as to the tax treatment or legal
5 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
6 relying on any statement, representation, or calculation by Defendant or by the Settlement
7 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
8 they will be solely responsible for the payment of any employee's payroll withholdings and taxes
9 (i.e., Social Security, Medicare, federal and state income taxes, SDI, etc.) assessed on their
10 respective payments described herein and will defend, indemnify, and hold Defendant free and
11 harmless from and against any claims, taxes, penalties, and/or assessments resulting from
12 treatment of such payments as wages or non-taxable damages.

13 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
14 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
15 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
16 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
17 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
18 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
19 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
20 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
21 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
22 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
23 EXCLUSIVELY UPON HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL
24 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
25 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
26 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
27 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
28 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY

1 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
2 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
3 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
4 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
5 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
6 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
7 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
8 AGREEMENT.

9 64. No Prior Assignments. The Parties and their counsel represent, covenant, and
10 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
11 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
12 action, cause of action or right herein released and discharged.

13 65. Release of Claims by Participating Class Members. Upon the Effective Date, all
14 Participating Class Members, on behalf of themselves and their heirs, executors, representatives,
15 administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully,
16 finally and forever released, settled, compromised, relinquished and discharged any and all of the
17 Released Parties of and from any and all Released Claims that accrued during the Class Period.

18 66. Release of Claims by Class Representative. Upon the Effective Date, Plaintiff
19 Domenic Ciarlanti, on behalf of himself and his heirs, executors, administrators, and
20 representatives, shall and does hereby forever release, discharge and agree to hold harmless the
21 Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
22 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses,
23 debts and expenses (including attorney fees and costs), known or unknown, at law or in equity,
24 which he may now have or may have after the signing of this Stipulation, against the Released
25 Parties including, but not limited to, the Released Claims, claims that were asserted or could have
26 been asserted in the Complaint, and claims of any kind related to any and all transactions,
27 occurrences, or matters between the parties occurring prior to and through the Effective Date.
28 Without limiting the generality of the foregoing, this release shall include, but not be limited to,

any and all claims under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendant and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Stipulation.

Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of California Civil Code Section 1542 ("Section 1542"), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights and benefits he may have under Section 1542 as well as any other statutes or common law principles

1 of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those
2 which he now knows or believes to be true with respect to the subject matter of all the claims
3 referenced herein, but stipulates and agrees that, upon the Effective Date, he shall and hereby does
4 fully, finally and forever settle and release any and all claims against the Released Parties, known
5 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could
6 have been asserted upon any theory of law or equity without regard to the subsequent discovery
7 of existence of such different or additional facts.

8 67. Agreement to Reissue Uncashed Checks to Former Employees. As a result of this
9 Action, Defendant previously issued checks to various Class Members who are former employees
10 for unpaid wages and penalties, including underpaid overtime wages, waiting time penalties under
11 Labor Code § 203, and statutory penalties under Labor Code § 226. As part of this Settlement,
12 Defendant agrees to reissue checks that were previously issued but uncashed by said Class
13 Members, within 20 days of the execution of this Agreement.

14 68. Nullification of Settlement. In the event that the Settlement does not become final
15 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
16 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
17 likewise be treated as void from the beginning.

18 69. Disputes Regarding Individual Settlement Payments. In the event that Class
19 Members have a dispute as to the data provided by the Defendant, Class Members will have the
20 opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement
21 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
22 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual
23 Settlement Payments under the terms of this Agreement, and that determination shall be binding,
24 subject to final resolution by the Court if the Court decides to rule on the dispute. If the Court
25 does not issue a ruling on the dispute, the Settlement Administrator's determination of the dispute
26 will be binding upon Class Members.

27 70. Disputes Regarding Administration of Settlement. Any disputes not resolved by
28 the Settlement Administrator concerning the administration of the Settlement will be resolved by

1 the Court under the laws of the State of California. Prior to any such involvement of the Court,
2 counsel for Parties will confer in good faith to resolve the disputes without the necessity of
3 involving the Court.

4 71. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
5 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order:
6 (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement
7 Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent
8 to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
9 Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include
10 the proposed Notice Packet, attached to this Agreement as Exhibit A.

11 72. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
12 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
13 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
14 Final Approval of the Settlement along with the amounts properly payable for (i) Individual
15 Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (ii) the Class
16 Counsel Award; (iii) the Class Representative Enhancement Payment; and (iv) Settlement
17 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
18 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and
19 costs application to be heard at the final approval hearing.

20 73. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
21 Motion for Final Approval, the Parties shall also joint seek the entry of Judgment consistent with
22 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing
23 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
24 of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as
25 may be appropriate under court rules or as set forth in this Agreement.

26 74. Mutual Non-Disparagement. Neither Party shall disparage or defame one another
27 to any third parties with or through any written or oral statement or image (including, but not
28 limited to, any statements made via websites, blogs, postings to the internet, or emails).

1 75. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
3 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

4 76. Entire Agreement. This Agreement and any attached Exhibits constitute the
5 entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral
6 agreements may be deemed binding on the Parties.

7 77. Amendment or Modification. This Agreement may be amended or modified only
8 by a written instrument signed by the Parties or their successors-in-interest.

9 78. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Parties whom they represent to negotiate this
11 Agreement and to take all appropriate action required or permitted to be taken by such Parties
12 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
13 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
14 other and use their best efforts to effect the implementation of the Settlement. If the Parties are
15 unable to reach agreement on the form or content of any document needed to implement the
16 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
17 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

18 79. Binding on Successors and Assigns. This Agreement shall be binding upon, and
19 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

20 80. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
21 governed by and interpreted according to the laws of the State of California.

22 81. Execution and Counterparts. This Agreement is subject only to the execution of all
23 Parties. However, the Agreement may be executed in one or more counterparts, including by
24 electronic scan, pdf, or DocuSign. All executed counterparts and each of them, including facsimile
25 and scanned or electronic copies of the signature page, shall be deemed to be one and the same
26 instrument provided that counsel for the Parties shall exchange among themselves original signed
27 counterparts.

28 82. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe

1 this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
2 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
3 account all relevant factors, present and potential. The Parties further acknowledge that they are
4 each represented by competent counsel and that they have had an opportunity to consult with their
5 counsel regarding the fairness and reasonableness of this Agreement.

6 83. Invalidity of Any Provision. Before declaring any provision of this Agreement
7 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
8 consistent with applicable precedents so as to define all provisions of this Agreement valid and
9 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
10 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the
11 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
12 provision had never been included in this Agreement.

13 84. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
14 that Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Award below the
15 amount Class Counsel requests, and either party may appeal any order that materially alters the
16 Agreement's terms.

17 85. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense and risk of continued
19 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
20 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
21 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
22 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
23 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
24 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
25 an admission or concession by Defendant of any such wrongdoing, violations or failures to comply
26 with any applicable law. Except as necessary in a proceeding to enforce the terms of this
27 Agreement, this Agreement and its terms and provisions shall not be offered or received as
28 evidence in any action or proceeding to establish any wrongdoing, liability or admission on the

1 part of Defendant or to establish the existence of any condition constituting a violation of, or a
2 non-compliance with, federal, state, local or other applicable law.

3 86. Captions. The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
5 provisions of this Agreement.

6 87. Waiver. No waiver of any condition or covenant contained in this Agreement or
7 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
8 constitute a further waiver by such party of the same or any other condition, covenant, right or
9 remedy.

10 88. Enforcement Actions. Pursuant to California Code of Civil Procedure § 664.6, the
11 Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
12 of the terms of this Agreement and all orders and judgments entered in connection therewith, and
13 the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
14 interpreting, implementing, and enforcing the settlement embodied in this Agreement and all
15 orders and judgments entered in connection therewith. In the event that one or more of the Parties
16 institutes any legal action or other proceeding against any other Party or Parties to enforce the
17 provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the
18 prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties
19 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
20 enforcement actions.

21 89. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
22 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
23 strictly against one party than another merely by virtue of the fact that it may have been prepared
24 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
25 between the Parties, all Parties have contributed to the preparation of this Agreement.

26 90. Representation By Counsel. The Parties acknowledge that they have been
27 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
28 and that this Agreement has been executed with the consent and advice of counsel. Further,

Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

91. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

92. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: May 30, 2023

PLAINTIFF

DocuSigned by:



Domenico Ciarlanti

Plaintiff and Class Representative

DATED: May __, 2023

DEFENDANT PROVIDENT CREDIT UNION

Jim Ernest
President/CEO

APPROVED AS TO FORM

1 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

2 91. Cooperation and Execution of Necessary Documents. All Parties shall cooperate
3 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms
4 of this Agreement.

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6 authority to enter into this Agreement, and further intend that this Agreement shall be fully
7 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
8 disclosure in any proceeding to enforce its terms.

9 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
10 Joint Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set
11 forth below:

12 **SIGNATURES**

13 **READ CAREFULLY BEFORE SIGNING**

14 DATED: May __, 2023

PLAINTIFF

17 _____
Domenic Ciarlanti
18 Plaintiff and Class Representative

19 DATED: May __, 2023

DEFENDANT PROVIDENT CREDIT UNION

21 _____
22 *Jim Ernest* 6/13/2023
23 _____
24 Jim Ernest
President/CEO

25 **APPROVED AS TO FORM**

1 DATED: May __, 2023

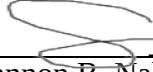
DIVERSITY LAW GROUP, P.C.

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Larry W. Lee
Mai Tulyathan
Attorneys for Plaintiff and the Class

DATED: June 13, 2023

JACKSON LEWIS P.C.



Shannon B. Nakabayashi
Isabella L. Shin
Attorneys for Defendant

4882-3244-7827, v. 4

1 DATED: May 31, 2023

DIVERSITY LAW GROUP, P.C.

2 

3 _____
4 Larry W. Lee
5 Mai Tulyathan
6 Attorneys for Plaintiff and the Class

7 DATED: May __, 2023

JACKSON LEWIS P.C.

8 _____
9 Shannon B. Nakabayashi
10 Emily J. Tewes
11 Attorneys for Defendant

12 4882-3244-7827, v. 4

EXHIBIT A

[CLASS MEMBER 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.

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

**YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT AMOUNT
FROM THIS CLASS ACTION SETTLEMENT IS \$ [REDACTED].**

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 [REDACTED]. Based on this number, your Individual Settlement Payment Amount as a member of the Class is estimated to be \$ [REDACTED].

- 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.
- You are receiving this Notice because the records reflect that you may be a class member.
- In this lawsuit, Plaintiff Domenic Ciarlanti (“Plaintiff”) alleges that Defendant 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 UCL, and the applicable 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.
- Defendant denies the allegations in the lawsuit or that it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements, but is resolving this action to avoid the risk and costs of further legal proceedings. The Credit Union 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 Defendant for the same legal claims that are part of this lawsuit (see page 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 Defendant 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, 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	If you do not agree with the Settlement, you may object to this Settlement according to the instructions described below on page . 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.

SETTLEMENT	
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Your options are explained in this notice.
To opt out or object, you must act by **XXXXX.**

1. Why did I get this notice?

A proposed settlement has been reached in a class 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 member of the settlement class.

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 Private Attorney General Act ("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, Defendant 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 Defendant 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 Defendant; (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 the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$37,500.00 payment to the California Labor and Workforce Development Agency (“LWDA”) 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 \$ [REDACTED] 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).

According to PCU’s records, the total number of pay periods you worked during the Class Period is [REDACTED].

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 [REDACTED].

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:

[INSERT SETTLEMENT ADMINISTRATION INFORMATION]

You must submit such information by [REDACTED]. 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 and Plaintiff's PAGA notice to the LWDA, arising from the facts set forth therein, that arose during the Class Period, including without limitation claims under the California Labor Code 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, and claims for penalties under the PAGA based on the afore-referenced 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 a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, [insert name of administrator], at the following address by XXXX.

[INSERT SETTLEMENT ADMINISTRATION INFORMATION]

Your letter must include (1) your name, address, and telephone number; (2) a statement indicating that you wish to be excluded from the settlement; and (3) your signature. Your letter must be postmarked or fax stamped on or before XXX.

If your Request for Exclusion is postmarked or fax stamped after XXX, it will be rejected as untimely, and you will be a Settlement Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion 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.

You will be part of the PAGA settlement and receive a pro rata share of the PAGA settlement amount regardless of whether or not you request exclusion. By virtue of being an employee during the PAGA period, you are included in the PAGA group of aggrieved employees and will be deemed to have released those claims.

10. What if I have an objection?

A class member may object to the settlement in writing. Written objections and all supporting

briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than XXXX. 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.

For written objections to be valid, it must contain (1) your name, address, and phone number; (2) written statement specifying the basis of your objection, and (3) your signature. You may include copies of any papers, briefs, or documents upon which the objection is based. The written objection must be postmarked or fax stamped on or before XXX. The postmark or fax stamp date shall be the exclusive means for determining that a written objection is timely and valid.

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 at _____, 2023, at XXX (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 [INSERT SETTLEMENT ADMINISTRATION INFORMATION]. 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: [INSERT SETTLEMENT ADMIN INFO] 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 Provident's counsel for information regarding this settlement.

EXHIBIT E

[CLASS MEMBER 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.

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

**YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT AMOUNT
FROM THIS CLASS ACTION SETTLEMENT IS \$ [REDACTED].**

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 [REDACTED]. Based on this number, your Individual Settlement Payment Amount as a member of the Class is estimated to be \$ [REDACTED].

- 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.
- You are receiving this Notice because the records reflect that you may be a class member.
- In this lawsuit, Plaintiff Domenic Ciarlanti (“Plaintiff”) alleges that Defendant 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 UCL, and the applicable 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.
- Defendant denies the allegations in the lawsuit or that it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements, but is resolving this action to avoid the risk and costs of further legal proceedings. The Credit Union 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 Defendant for the same legal claims that are part of this lawsuit (see page 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 Defendant 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, 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	If you do not agree with the Settlement, you may object to this Settlement according to the instructions described below on page . 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.

SETTLEMENT	
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Your options are explained in this notice.
To opt out or object, you must act by **XXXXX.**

1. Why did I get this notice?

A proposed settlement has been reached in a class 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 member of the settlement class.

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 Private Attorney General Act ("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, Defendant 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 Defendant 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 Defendant; (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 the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$37,500.00 payment to the California Labor and Workforce Development Agency (“LWDA”) 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 \$ [REDACTED] 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).

According to PCU’s records, the total number of pay periods you worked during the Class Period is [REDACTED].

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 [REDACTED].

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:

[INSERT SETTLEMENT ADMINISTRATION INFORMATION]

You must submit such information by [REDACTED]. 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 and Plaintiff's PAGA notice to the LWDA, arising from the facts set forth therein, that arose during the Class Period, including without limitation claims under the California Labor Code 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, and claims for penalties under the PAGA based on the afore-referenced 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 a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, [insert name of administrator], at the following address by XXXX.

[INSERT SETTLEMENT ADMINISTRATION INFORMATION]

Your letter must include (1) your name, address, and telephone number; (2) a statement indicating that you wish to be excluded from the settlement; and (3) your signature. Your letter must be postmarked or fax stamped on or before XXX.

If your Request for Exclusion is postmarked or fax stamped after XXX, it will be rejected as untimely, and you will be a Settlement Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion 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.

You will be part of the PAGA settlement and receive a pro rata share of the PAGA settlement amount regardless of whether or not you request exclusion. By virtue of being an employee during the PAGA period, you are included in the PAGA group of aggrieved employees and will be deemed to have released those claims.

10. What if I have an objection?

A class member may object to the settlement in writing. Written objections and all supporting

briefs or other materials must be submitted to the Settlement Administrator by mail or fax no later than XXXX. 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.

For written objections to be valid, it must contain (1) your name, address, and phone number; (2) written statement specifying the basis of your objection, and (3) your signature. You may include copies of any papers, briefs, or documents upon which the objection is based. The written objection must be postmarked or fax stamped on or before XXX. The postmark or fax stamp date shall be the exclusive means for determining that a written objection is timely and valid.

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 at _____, 2023, at XXX (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 [INSERT SETTLEMENT ADMINISTRATION INFORMATION]. 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: [INSERT SETTLEMENT ADMIN INFO] 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 Provident's counsel for information regarding this settlement.

EXHIBIT F



The State Bar of California

Justice Gap Fund

In 2006, the state Legislature passed Assembly Bill 2301, a law that allows the State Bar to request voluntary donations each year from attorneys who hold licenses in California.

The result of that law was the creation of the Justice Gap Fund, one of three significant sources of funding for about 100 legal aid organizations across the state providing free civil legal services to low-income Californians. The other two sources are the Interest on Lawyers' Trust Accounts (IOLTA) and the state Equal Access Fund (EAF). The State Bar's Office of Access & Inclusion administers all three programs.

The Justice Gap Fund helps the public in many ways, including:

- Providing legal assistance to victims of domestic violence and elder abuse;
- Helping to keep families intact by avoiding homelessness and establishing guardianships;
- Ensuring that low-income children receive needed health care and special education services; and
- Protecting the rights of consumers and workers to avoid fraud and exploitation,

In addition to individual attorney donations, the State Bar accepts cy pres awards as donations to the Justice Gap Fund when the fund is listed as the designated beneficiary. (Learn more about cy pres.)

Members of the public can support the Justice Gap Fund by making an online donation or sending a check to the State Bar of California. Contributions are tax-exempt to the fullest extent of the law.

How to contribute

Attorneys: You can make a voluntary donation to the Justice Gap Fund through your annual fee statement simply by adding the recommended or desired donation amount to the total, or at any other time online through the voluntary contribution page.

Cy pres: Checks from cy pres awards should be made payable to: The State Bar of California. Please write "Justice Gap Fund" in the memo line and include the case name for identification and reference purposes. If the court requires a declaration from the State Bar's Justice Gap Fund as the intended beneficiary prior to distribution of the cy pres award, please contact Rocio Avalos, Program Director, Office of Access & Inclusion, at Rocio.Avalos@calbar.ca.gov.

Members of the public: Donations may be made online or by check payable to the State Bar of California. If paying by check, please write "Justice Gap Fund" in the memo line to ensure that your payment is directed to the correct fund.

Online payments will receive email acknowledgment of receipt. If paying by check, the State Bar will send a letter confirming receipt once your contribution is processed. Please allow up to 30 days for acknowledgment of receipt when paying by check.

Please mail checks to the following address:

Office of Access & Inclusion—Justice Gap Fund
The State Bar of California
180 Howard Street
San Francisco, CA 94105

If you have any questions, please email iolta@calbar.ca.gov.

Learn more about the impact of donations to the Justice Gap Fund

- [California Legal Aid Impact Report](#)
- [Legal Aid Assistance After Disaster](#)

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EXHIBIT G



CASE ASSUMPTIONS

Class Members	324
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	321
Subtotal Admin Only	\$8,500.00

Not-to-Exceed Total \$8,500.00

For 324 Members

Pricing Good for Scope of Estimate Only

February 13, 2023

Case: Ciarlanti v. Provident Credit Union Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **324** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$153.43	1	\$153.43
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$100.00	1	\$100.00
Total			\$685.43

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.35	324	\$113.40
Notice Packet & Opt-Out Form	\$1.85	324	\$599.40
Estimated Postage (up to 2 oz.)*	\$0.87	324	\$281.88
Static Website	\$200.00	1	\$200.00
Total			\$1,494.68

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

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	\$2.00	65	\$129.60
Remail Notice Packets	\$1.85	65	\$119.88
Estimated Postage	\$0.87	65	\$56.38
Programming Undeliverables	\$55.00	3	\$165.00
Total			\$635.86

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	8	\$81.00
Case Manager	\$85.00	2	\$170.00
Total			\$886.00

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	\$125.00	1	\$125.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	3	\$300.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$2.00	321	\$641.52
Estimated Postage	\$0.64	321	\$205.29
Total			\$2,011.81

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$135.00	3	\$405.00
Remail Undeliverable Checks (Postage Included)	\$1.50	64	\$96.23
Case Associate	\$60.00	3	\$180.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,250.00	1	\$1,250.00
Total			\$2,786.23

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

Estimate Total: \$8,500.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT H