

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

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

Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 20-CIV-03398

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

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

Date: April 14, 2025

Time: 3:00 p.m.

Dept.: 15

Complaint Filed: August 11, 2020

FAC Filed: March 25, 2021

SAC Filed: May 20, 2022

Trial Date: None Set

DECLARATION OF DOMENIC CIARLANTI

I, Domenic Ciarlanti, declare as follows:

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

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

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

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

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

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

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

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

8. I have spent a significant amount of time discussing this matter with my attorneys on many occasions and explaining my understanding of Defendant's practices. To date, I have performed a number of tasks in my role as a representative for the Class, including:

- a. Discussing the case and facts involved with my attorneys on several occasions at various stages of the lawsuit;
- b. Gathering and reviewing documents related to the case, including my employment records and pay stubs;
- c. Reviewing and submitting my PAGA letter to the Labor & Workforce Development Agency; and
- d. Reviewing documents and pleadings in the case, including the PAGA letter, complaints, Settlement Agreement, and my declarations

In sum, I estimate that I have spent approximately 30 hours in connection with this case.

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

10. I am aware and have been aware from the inception of the case, that there was a risk that if I did not win my case, then I could be liable for Defendant's litigation costs. I accepted that risk in this case.

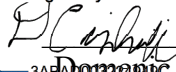
11. I understood that filing this lawsuit is a public record. I further understood that, because this lawsuit is a public record, it could and can adversely affect my ability to obtain

1 employment.

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

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

6 Executed on this 11th day of March 2025, at Daly City, California.

7 Signed by:
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9 Domenic Ciarlanti
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