



SUPERIOR COURT OF SAN MATEO COUNTY

Civil Department
400 County Center, Redwood City, CA 94063
(650) 261-5100
www.sanmateo.courts.ca.gov

AFFIDAVIT OF SERVICE

Date: 9/17/2024

In the Matter of: DOMENIC CIARLANTI vs PROVIDENT CREDIT UNION, a California nonprofit corporation
Case No.: 20-CIV-03398

Document(s):

Filed On:

Order

09/17/2024

I certify that I am a Deputy Clerk of the San Mateo County Superior Court, that I am not a party to this cause, and that the above-listed documents were served upon the persons whose names and addresses are set forth below, on this date in San Mateo County, California, by placing the documents for collection and mailing so as to cause it to be mailed with the United States Postal Service by first class mail in a sealed addressed envelope with postage fully prepaid, following standard court practices. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: 9/17/2024

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Haley Correa

Haley Correa, Deputy Clerk

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Electronically

FILED

By Superior Court of California, County of San Mateo

ON 09/17/2024

By /s/ Correa, Haley

Deputy Clerk

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9/10/2024

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

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)

RS

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S RENEWED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 26, 2024

Time: 3:00 p.m.

Dept.: 23

Complaint Filed: August 11, 2020

FAC Filed: March 25, 2021

SAC Filed: May 20, 2022

Trial Date: None Set

**[PROPOSED] ORDER GRANTING PLAINTIFF'S RENEWED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 Plaintiff Dominic Ciarlanti's ("Plaintiff") Unopposed Motion for Preliminary Approval
2 of Class Settlement is GRANTED.

3 Plaintiff Dominic Ciarlanti was employed with Defendant Provident Credit Union
4 ("Defendant") from April 8, 2018, to May 7, 2020, as a non-exempt employee. Plaintiff alleges
5 that during his tenure of employment with Defendant, Plaintiff was the victim of the following
6 unlawful labor and business practices: (1) failure to pay overtime wages; (2) failure to pay sick
7 leave pay; (3) failure to provide accurate itemized wage statements; and (4) unfair and unlawful
8 business practices. Plaintiff consequently filed suit, bringing a class action complaint for the
9 various labor law violations, plus a cause of action for civil penalties pursuant to the Private
10 Attorney Generals Act of 2004 ("PAGA").

11 Courts consider whether a proposed class settlement is "fair, adequate, and reasonable" in
12 deciding whether to grant final approval for a class action settlement. *Wershba v. Apple*
13 *Computer, Inc.* (2004) 91 Cal.App.4th 224, 244–245; *Dunk v. Ford Motor Co.* (1996) 48
14 Cal.App.4th 1794, 1801. A proposed settlement is "fair, adequate, and reasonable" when "the
15 interests of the class are better served by the settlement than by further litigation." Manual for
16 Complex Litigation (4th ed. 2008) § 21.61, 462. A presumption of fairness arises when: (1) the
17 settlement is reached through arm's length bargaining; (2) investigation and discovery are
18 sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
19 litigation; and (4) percentage of objectors is small. *Dunk, supra*, 48 Cal.App.4th at 1802.
20 Moreover, other factors can weigh on whether the settlement is approved: (1) strength of
21 plaintiff's case versus the risk, expense, complexity, and estimated duration of further litigation;
22 (2) amount offered in settlement; (3) extent of discovery completed and stage of proceedings
23 when settlement was reached; (4) experience and viewpoint of counsel; (5) government
24 participation; and (6) reaction of class members. *Wershba v. Apple Computer, Inc.* (2004) 91
25 Cal.App.4th 224, 244–245.

26 The order entered by this Court on December 14, 2023, stated several modifications that
27 needed to be made in order for this Court to grant approval of the proposed settlement. These
28 included defining further certain key terms in the class notice, elaborating upon which claims

1 would be released with acceptance of the class settlement, extending the response deadline, and
2 requiring that someone on behalf of Phoenix Settlement Administrators file a declaration of its
3 qualifications. The revised class notice appears to have been modified as this Court has
4 requested. *See* Supplemental Declaration of Mai Tulyathan ("Supp. Tulyathan Decl."), Ex. C.

5 The terms of the settlement agreement itself have not changed. The gross settlement
6 amount is \$400,000, which is calculated to be approximately 18 percent of Defendant's
7 maximum liability exposure. The attorney's fees subtracted from that gross settlement fund
8 amounts to one-third of that gross fund, which is similar to many other class and PAGA
9 settlements, approved by the California Supreme Court, and therefore is not unreasonable. The
10 plaintiff's incentive award of \$10,000 is also similar to many other class and PAGA settlement
11 agreements that have been approved in courts across the state, and is not unreasonable. The
12 settlement administrator maximum expense of \$8,500 is on the higher end, but is not
13 unreasonable in and of itself. The litigation cost reimbursement maximum expense of \$20,000 is
14 also on the higher end, but again is not unreasonable in and of itself. This Court cautions
15 Plaintiff's counsel to only include expenses that were reasonably necessary to prosecute the
16 litigation in calculating its litigation cost reimbursement.

17 A final fairness hearing on the question of whether the settlement should be finally
18 approved as fair, reasonable, and adequate as to the members of the Class is scheduled in
19 Department 23 of this Court, located at 400 County Center, Redwood City, California 94063, on
20 April 14, 2025 at 3:00 p.m. At the final fairness hearing, this Court will consider: (a) whether the
21 settlement should be approved as fair, reasonable, and adequate for the Class; (b) whether a
22 judgment granting approval of the settlement should be entered; and (c) whether Plaintiff's
23 application for an award of attorneys' fees, reimbursement of litigation costs is reasonable, and
24 class representative enhancement award should be granted. The Motion for Final Approval shall
25 be filed by the Class Representative no later than sixteen (16) court days before the final
26 fairness hearing.

27 //

28 //

1 IT IS SO ORDERED.

Electronically
SIGNED

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3 DATED: September 16, 2024

By /s/ Swope, Raymond
HON. V. RAYMOND SWOPE
SUPERIOR COURT OF CALIFORNIA

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6 Respectfully submitted on September 10, 2024, by:

7 DIVERSITY LAW GROUP, P.C.

8
9 By: 
10 Mai Tulyathan
11 Attorneys for Plaintiff Domenic Ciarlanti

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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

On September 10, 2024, I served the following document(s) described as: **[PROPOSED] ORDER GRANTING PLAINTIFF’S RENEWED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Shannon B. Nakabayashi Jackson Lewis P.C. 50 California Street, 9th Floor San Francisco, CA 94111	<i>Attorney for Defendant Provident Credit Union</i> <u>Shannon.Nakabayashi@jacksonlewis.com</u>
Isabella L. Shin Emily J. Tewes Jackson Lewis P.C. 160 W. Santa Clara Street, Suite 400 San Jose, California 95113	<i>Attorney for Defendant Provident Credit Union</i> <u>Isabella.Shin@Jacksonlewis.com</u> <u>Emily.Tewes@jacksonlewis.com</u> <u>Valynn.Castro@jacksonlewis.com</u> <u>Fatimah.Sikin@jacksonlewis.com</u>
San Mateo Superior Court	<u>complexcivil@sanmateocourt.org</u> <u>dept23@sanmateocourt.org</u>

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 10, 2024, at Los Angeles, California.


Erika Mejia