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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)

**SUPPLEMENTAL DECLARATION OF MAI
TULYATHAN IN SUPPORT OF
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

1 **SUPPLEMENTAL DECLARATION OF MAI TULYATHAN**

2 I, Mai Tulyathan, declare as follows:

3 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
4 California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff
5 Domenic Ciarlanti (“Plaintiff”). I have personal knowledge of the facts set forth below and if
6 called to testify I could and would do so competently.

7 2. Plaintiff previously filed his Motion for Preliminary Approval of Class Action
8 Settlement on August 7, 2023. On December 14, 2023, the Court issued its Order on the Motion
9 for Preliminary Approval (the “Order”). Attached hereto as **Exhibit A** is a true and correct copy
10 of the Court’s December 14, 2023 Order.

11 3. In the Order, the Court directed the Parties to make modifications to the
12 settlement, which include (1) addressing and defining who is subject to the settling of PAGA
13 claims, (2) revising the definition of the “Released Claims” to cite to specific Labor Code
14 sections, (3) extending the deadline for class members to opt-out or object to the settlement to 60
15 days, and (4) attaching opt-out and objection forms to the class notice. The Court also requested
16 that the Parties file a declaration of its qualifications to administer the settlement. With respect
17 to the class notice, the Court instructed the Parties to revise the language in the class notice
18 primarily to identify the settling of the PAGA claims.

19 4. In connection with addressing the issues identified by the Court in its Order, the
20 Parties have executed an amended version of the Joint Stipulation of Class Action Settlement
21 (the “Stipulation” or “Settlement Agreement”). Attached hereto as **Exhibit B** is a true and
22 correct copy of the fully executed Stipulation.

23 5. Significantly, the Parties have revised the Settlement Agreement to define who is
24 subject to the settling of the PAGA claims. The Settlement allocates \$50,000.00 of the Gross
25 Settlement Amount as PAGA Payment sought as part of the proposed PAGA settlement. (*See*
26 *Stipulation at ¶¶ 22, 45.*) Pursuant to Labor Code § 2699(i), 75% of these penalties are to be
27 paid to the LWDA. Accordingly, the Settlement provides for \$37,500.00 to be paid to the State
28 of California from the Gross Settlement Amount. (*Id.*) The Parties have agreed that the 25

1 percent portion of the PAGA Payment, or \$12,500.00, will be distributed to all “PAGA
2 Aggrieved Employees,” which encompasses all current and former non-exempt employees
3 employed by Defendant in the State of California during the PAGA Period, who were paid non-
4 discretionary incentives and/or different base hourly rates, and in that same workweek, either
5 were paid overtime and/or sick pay wages. (Settlement Agreement at ¶¶ 21, 22, 45.)

6 6. The Parties have also modified the Settlement Agreement to add a specific release
7 for the PAGA settlement which will cover only the PAGA Aggrieved Employees. PAGA
8 Aggrieved Employees will be providing the following limited release of the following claims
9 against the Released Parties (“Released PAGA Claims”):

10 [A]ll claims that accrued during the PAGA Period that were
11 alleged in Plaintiff’s PAGA notice to the LWDA, as well as all
12 claims that could have been pled arising out of the same operative
13 facts, for civil penalties under the California Private Attorneys’
 General Act predicated on violations of Labor Code §§ 201-203,
 226, 246, 510, 558, and 1194.

14 (See Settlement Agreement at ¶ 29.)

15 7. As directed by the Court’s Order, the Parties have revised the definition of the
16 Released Claims in Paragraph 28 of the Settlement Agreement to cite specific Labor Code
17 sections for the enumerated statutory violations. (See Settlement Agreement at ¶ 28.)

18 8. The Parties have revised the definition of the “Response Deadline” in the
19 Settlement Agreement to extend the deadline for class members to opt out of or object to the
20 Settlement from 45 calendar days to 60 calendar days after the initial mailing or re-mailing of the
21 Notice Packet as directed by the Court’s Order. (See Settlement Agreement at ¶ 32.)

22 9. The Parties also further revised the Class Notice pursuant to the instructions in the
23 Court’s Order, which includes amendments to the various pages and paragraphs as directed by
24 the Court. Significantly, the Class Notice includes revisions to the language pertaining to the
25 settling of the PAGA claims. The Parties will also be providing the Request for Exclusion Form
26 and Objection Form along with the Class Notice as directed by the Court. (See Settlement
27 Agreement at ¶¶ 19, 31.) Attached hereto as **Exhibit C** is a true and correct copy of the revised
28 Class Notice along with the Request for Exclusion Form and Objection Form.

10. As requested by the Court, the Parties will file a declaration from Phoenix Settlement Administrators regarding its qualifications to administer the settlement concurrently with Plaintiff's Renewed Motion for Preliminary Approval. (*See* Declaration of Jodey Lawrence on behalf of Phoenix Settlement Administrators.)

11. The Net Settlement Amount, calculated after deduction of Plaintiff's counsel's attorneys' fees (up to \$133,333.33) and litigation costs (up to \$20,000.00), an enhancement payment to the Class Representative (up to \$10,000.00), the portion of PAGA penalties to be paid to the LWDA and PAGA Aggrieved Employees (\$50,000.00), and Settlement Administration costs (up to \$8,500.00), is estimated to be approximately **\$178,166.67**.

12. Pursuant to the Settlement Agreement, the Net Settlement Amount will be apportioned among Participating Class Members on a *pro rata* basis, based on the number of pay periods worked by each respective Participating Class Member during the Class Period, as compared to the total number of pay periods worked by all Participating Class Members during the Class Period. (See Settlement Agreement at ¶ 46.) Based on the 324 number of Class Members, on a raw average, each Participating Class Member may potentially recover approximately **\$549.90**. The amount actually paid to each Participating Class Member may increase or decrease depending on the actual number of pay periods he or she worked during the Class Period and the number of opt-outs received.

NOTICE TO THE LWDA

13. Concurrent with the filing of this motion, on June 10, 2024, my office provided notice of the motion and the amended settlement to the LWDA. Attached hereto as **Exhibit D** is a true and correct copy of the submission confirmation.

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

Executed on this 10th day of June, 2024, at Los Angeles, California.


Mai Tulyathan

EXHIBIT A

ENDORSED FILED
SAN MATEO COUNTY

DEC 14 2023

Clerk of the Superior Court
By R. Huerta
DEPUTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

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

Plaintiffs,

vs.

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

Defendants.

Case No. 20-CIV-03398
CLASS AND REPRESENTATIVE ACTION

**ORDER DENYING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION WITHOUT PREJUDICE**

**Assigned for All Purposes to
Hon. V. Raymond Swope, Dept 23**

Plaintiff Domenic Ciarlanti's Motion for Preliminary Approval of Class Action Settlement came on for hearing on December 4, 2023 at 3:00 p.m. on the Complex Law and Motion Calendar in Department 23, Honorable V. Raymond Swope presiding. Mai Tulyathan, Esq. appeared on behalf of Plaintiff Domenic Ciarlanti. Isabella L. Shin, Esq. appeared on behalf of Defendant Provident Credit Union. This Court had issued a tentative ruling on December 1, 2023. After having discussions with counsel, the Court adopted its tentative ruling as the order of the Court as follows:

Plaintiff Domenic Ciarlanti's Motion for Preliminary Approval of Class Action Settlement is
DENIED, WITHOUT PREJUDICE.

1 Plaintiff may re-file to address the following defects:

2
3 Although the Settlement Agreement defines the terms, "Class Members" or "Class" and "Class
4 Period," it does not define the terms, "Aggrieved Employees" or "PAGA Period," used in the Proposed
5 Notice. (Tulyathan Dec., Ex. D, para. 7, 8 ("Settlement Agreement"), Ex. E, Question 9 ("By virtue of
6 being an employee during the PAGA period, you are included in the PAGA group of aggrieved
7 employees and will be deemed to have released those claims" (emphasis added)) ("Proposed Notice").
8 But see Settlement Agreement, para. 20 (defining "PAGA Payment"). Although Plaintiff addresses in its
9 memorandum of points and authorities that "Plaintiff modified the FAC so that the applicable class and
10 PAGA periods begin from August 15, 2019, to the present" the PAGA period is not contemplated in the
11 Settlement Agreement. (MPA, p. 9:18-19.) Accordingly, the Settlement Agreement does not sufficiently
12 define who is subject to the settling of the PAGA claims, and the Proposed Notice does not properly
13 inform the aggrieved employees whether they are subject to the settling of the PAGA claims.
14

15
16 The term "Release Claims" shall cite to the Labor Code sections for the enumerated statutory
17 violations and be repeated verbatim in the Proposed Notice. (Settlement Agreement, para. 26. See
18 Proposed Notice, para. 8.)
19

20
21 The Response Deadline shall be 60-days from initial mailing or re-mailing and opt out or
22 objections shall be postmarked by this deadline.
23

24 The proposed Settlement Administrator, Phoenix Settlement Administrators, shall file a
25 declaration of its qualifications to administer the settlement.

26 ///

27 ///

Further, Plaintiff shall amend the following:

- On page 1 of the Proposed Notice, Plaintiff shall identify the settling of the PAGA representative claims, including defining the terms, "Aggrieved Employees" and "PAGA Period," after "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."

- On page 1 of the Proposed Notice, the second bullet point shall be amended to "You are receiving this Notice because the records reflect that you may be a class member and/or aggrieved employee."

- On page 2 of the Proposed Notice, the term "The Credit Union" used in the fourth bullet point shall be changed to "PCU" or "Defendant" according to the definition provided on page 1.

- On page 3, Question 1 shall be amended to "A proposed settlement has been reached in a class and PAGA representative action lawsuit that was brought on behalf of PCU's California non-exempt employees."

- With the Proposed Notice, the parties shall provide both opt-out and objection forms in accordance with Settlement Agreement, para. 19, 28, 51, 53.

- The Proposed Order shall append the Settlement Agreement and any amendments, Proposed Notice and forms.

GOOD CAUSE APPEARING, the Court has set a hearing on The Motion for Preliminary Approval of Class Action Settlement for August 26, 2024 at 3:00 p.m. in Department 23 of the above entitled court, with the following briefing deadlines:

- Plaintiff to re-file the Motion for Preliminary Approval by June 10, 2024;
- Defendant to file its Opposition to Plaintiff's Motion for Preliminary Approval by July 1, 2024; and
- Plaintiff to file his Reply in support of the Motion for Preliminary Approval by July 22, 2024.

The Court will revisit hearing dates that may be more recent than the above hearing date of August 26, 2024. If a more recent hearing date is available, the Court will identify such date and advise counsel.

IT IS SO ORDERED.

Dated: December 13, 2023

By: V. RAYMOND SWOPE
JUDGE OF THE SUPERIOR COURT



SUPERIOR COURT OF SAN MATEO COUNTY

400 County Center 800 North Humboldt Street
Redwood City, CA 94063 San Mateo, CA 94401
(650) 261-5100
www.sanmateo.courts.ca.gov

FILED

SAN MATEO COUNTY

12/14/2023

Clerk of the Superior Court

/s/ Rebecca Huerta

DEPUTY CLERK

CLERK'S CERTIFICATE OF SERVICE BY MAIL

Date: 12/14/2023
In the Matter of: DOMENIC CIARLANTI vs PROVIDENT CREDIT UNION, a California nonprofit corporation
Case No.: 20-CIV-03398
Documents: ORDER DENYING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION WITHOUT PREJUDICE

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: 12/14/2023

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Rebecca Huerta

Rebecca Huerta, Deputy Clerk

Copies Mailed To:

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SHANNON B NAKABAYASHI
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EXHIBIT B

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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
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Plaintiff,

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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 **DEFINITIONS**

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

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

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

23 4. “Class Counsel Award” means such award of fees and costs and expenses as the
24 Court may authorize to be paid to Class Counsel for the services they have rendered and will render
25 to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel Award not
26 to exceed one-third of the Gross Settlement Amount (\$400,000.00), i.e. the sum of One Hundred
27 Thirty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents
28 (\$133,333.33), and litigation costs in the amount of up to Twenty Thousand Dollars (\$20,000.00),

1 subject to the Court finally approving this Settlement. Any portion of the Class Counsel Award
2 not awarded to Class Counsel shall be added to the Net Settlement Amount.

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

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

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

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

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

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

1 Amount does not include the employer's share of payroll taxes.

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

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

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

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

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

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

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

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

1 19. “Objection Form” means the form to be submitted by a Class Member indicating
2 their objection to the Settlement. In order for the Objection Form to be deemed valid, the Class
3 Member must provide a written statement of the grounds for his or her objection, sign the
4 Objection Form, return the form by mail or fax to the Settlement Administrator at the specified
5 address/facsimile indicated in the Notice Packet, and the Objection Form must be postmarked/fax-
6 stamped on or before the Response Deadline which will be indicated in the Notice Packet. The
7 Class Member may include with the Objection Form any copies of any evidence and supporting
8 papers (including, without limitation, all briefs, written evidence, and declarations) upon which
9 the objection is based. The Objection Form will be included in the Notice Packet to be sent to
10 Class Members by the Settlement Administrator. The Settlement Administrator will forward all
11 valid and timely Objection Forms received to the Parties, and the Parties will be permitted to
12 respond in writing to such objections at least seven (7) calendar days prior to the Final Approval
13 Hearing.

14 20. “Notice Packet” means the Notice of Proposed Class Action Settlement (the “Class
15 Notice”), the Request for Exclusion Form and the Objection Form attached as Exhibit A, subject
16 to Court approval, and incorporated by reference into this Settlement Agreement.

17 21. “PAGA Aggrieved Employees” means all current and former non-exempt
18 employees employed by Defendant in the State of California during the PAGA Period, who were
19 paid non-discretionary incentives and/or different base hourly rates, and in that same workweek,
20 either were paid overtime and/or sick pay wages.

21 22. “PAGA Payment” means the portion of the Gross Settlement Amount that the
22 Parties have agreed will be allocated to resolve all claims and remedies under the Labor Code
23 Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The amount
24 of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l).
25 The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount
26 shall be allocated to the resolution of any PAGA Aggrieved Employees’ claims arising under
27 PAGA. Pursuant to the PAGA, 75% of the PAGA Payment, i.e. the sum of Thirty-Seven Thousand
28 Five Hundred Dollars (\$37,500.00), shall be paid to the California Labor and Workforce

1 Development Agency (“LWDA”), and 25% of the PAGA Payment, i.e. the sum of Twelve
2 Thousand Five Hundred Dollars (\$12,500.00), shall be distributed to PAGA Aggrieved
3 Employees.

4 23. “PAGA Period” means the period from August 15, 2019, through January 1, 2023.

5 24. “Parties” means Plaintiff, on behalf of himself and the Class, and Defendant
6 collectively.

7 25. “Participating Class Members” means all Class Members who do not submit valid
8 and timely Requests for Exclusion.

9 26. “Plaintiff” means Domenic Ciarlanti.

10 27. “Preliminary Approval” means the Court’s order granting preliminary approval of
11 the Settlement.

12 28. “Released Claims” means any and all claims that were alleged in the operative
13 Second Amended Complaint, arising from the facts set forth therein, that arose during the Class
14 Period, including without limitation claims under the California Labor Code §§ 201-203, 226,
15 246, 510, 558, and 1194, the California Industrial Welfare Commission’s (“IWC”) Wage Orders,
16 and the California Unfair Competition Law (the “UCL”), California Business & Professions
17 Code § 17200, et seq., based on failure to pay overtime wages at the regular rate of pay, failure
18 to pay sick pay at the regular rate of pay, failure to timely pay wages upon separation of
19 employment, and failure to provide compliant wage statements. In addition, upon the Effective
20 Date, the Class Representative and the Class Members, and each member of the Class who has not
21 submitted a valid Request for Exclusion Form, is forever barred and enjoined from instituting or
22 accepting damages or obtaining relief against the Released Parties relating to the Released Claims.

23 29. “Released PAGA Claims” means all claims that accrued during the PAGA Period
24 that were alleged in Plaintiff’s PAGA notice to the LWDA, as well as all claims that could have
25 been pled arising out of the same operative facts, for civil penalties under the California Private
26 Attorneys’ General Act predicated on violations of Labor Code §§ 201-203, 226, 246, 510, 558,
27 and 1194.

28 30. “Released Parties” means Defendant, and all of its affiliated entities, parents,

1 subsidiaries, owners, officers, shareholders, executives, managers, and employees, including each
2 of Defendant's respective past, present and future parents, subsidiaries and affiliates including,
3 without limitation, any corporation, limited liability company, partnership, trust, foundation and
4 non-profit entity which controls, is controlled by, or is under common control with Defendant.;
5 the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers,
6 members, partners, managers, contractors, agents, consultants, representatives, administrators,
7 fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing;
8 and any individual or entity which could be jointly liable with any of the foregoing, including, but
9 not limited to, temporary agencies.

10 31. "Request for Exclusion Form" means the form to be submitted by a Class Member
11 indicating a request to be excluded from/opt out of the Settlement. In order for the Request for
12 Exclusion Form to be deemed valid, Class Members must provide their name and contact
13 information, sign the Request for Exclusion Form, and return the Request for Exclusion Form by
14 mail or fax to the Settlement Administrator at the specified address/facsimile indicated on the form
15 on or before the Response Deadline. The date of the postmark/fax stamp will be the exclusive
16 means of determining whether a Request for Exclusion Form is timely. The Request for Exclusion
17 Form will be included in the Notice Packet to be sent to Class Members by the Settlement
18 Administrator.

19 32. "Response Deadline" means sixty (60) days after the Settlement Administrator
20 initially mails or re-mails the Notice Packet to Class Members, and the last date on which Class
21 Members may submit Request for Exclusion Forms or Objection Forms to the Settlement.

22 33. "Settlement" means the agreement among parties to resolve the Action, as set forth
23 in this Stipulation.

24 34. "Settlement Administration Costs" means the fees and expenses reasonably
25 incurred by the Settlement Administrator as a result of the procedures and processes expressly
26 required by this Agreement, which are not to exceed Eight Thousand Five Hundred Dollars
27 (\$8,500.00). Any portion of the Settlement Administration Costs not approved by the Court shall
28 become part of the Net Settlement Amount.

35. “Settlement Administrator” means Phoenix Settlement Administrators.

36. “Settlement Payment Check” means the payment to Participating Class Members pursuant to this Settlement who do not submit a valid Request for Exclusion Form from the Settlement.

RECITALS

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

38. Procedural History. On June 17, 2020, Plaintiff submitted a notice to the LWDA alleging Defendant’s violations under Labor Code §§ 201-203, 226, 246, 510, 558, and 1194, and notifying the LWDA of his intention to pursue a claim for civil penalties arising therefrom. On August 11, 2020, Plaintiff initiated the Action in San Mateo County Superior Court. On May 20, 2022, Plaintiff filed the operative Second Amended Complaint alleging claims 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 Bus. & Prof. Code § 17200, *et seq.*; and (5) violation of the 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

1 to its policies and practices.

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

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

15 **TERMS OF AGREEMENT**

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

17 40. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement
18 Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement
19 Payments to Class Members; (2) Class Counsel Award; (3) Class Representative Enhancement
20 Payment; (4) Settlement Administration Costs to the Settlement Administrator; and (5) the PAGA
21 Payment. The Parties agree that this is a non-reversionary Settlement and that no portion of the
22 Gross Settlement Amount shall revert to Defendant. In no event shall Defendant be required to
23 pay more than the Gross Settlement Amount as specified in this Agreement, with the exception of
24 Defendant's share of employer payroll taxes, which shall be paid separate and in addition to the
25 Gross Settlement Amount.

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

1 42. Class Counsel Award. Defendant agrees not to oppose or impede any application
2 or motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross Settlement
3 Amount (\$400,000.00), i.e. the sum of One Hundred Thirty-Three Thousand Three Hundred and
4 Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33), and costs in the amount of up to
5 Twenty Thousand Dollars (\$20,000.00), which shall be paid from the Gross Settlement Amount.
6 The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the
7 awarded attorneys' fees and costs. Any portion of the Class Counsel Award not awarded to Class
8 Counsel shall become part of the Net Settlement Amount and shall be distributed to Class Members
9 as provided in this Agreement.

10 43. Class Representative Enhancement Payment. Defendant agrees not to oppose or
11 impede any application or motion by Plaintiff for a Class Representative Enhancement Payment
12 of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff. The Class Representative Enhancement
13 Payment shall be paid from the Gross Settlement Amount, and shall be paid in addition to the Class
14 Representative's Individual Settlement Payment as a Settlement Class Member. The Settlement
15 Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the Class Representative
16 Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all
17 applicable taxes on his Class Representative Enhancement Award and shall hold harmless
18 Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the
19 Class Representative Enhancement Award. Any portion of the Class Representative Enhancement
20 Payment not awarded to Plaintiff shall become part of the Net Settlement Amount and shall be
21 distributed to Class Members as provided in this Agreement.

22 44. Settlement Administration Costs. The Settlement Administrator shall be paid for
23 the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to
24 exceed Eight Thousand Five Hundred Dollars (\$8,500.00). These costs, which shall be paid from
25 the Gross Settlement Amount, shall include, *inter alia*, distributing the class notice, the required
26 tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms, establishing
27 a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount and
28 Class Counsel Award, and providing necessary reports and declarations. Any portion of the

Settlement Administration Costs not approved by the Court shall become part of the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

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

46. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class in accordance with the terms of this Agreement. The Settlement Administrator will allocate the Individual Settlement Payments by first dividing the Net Settlement Amount by the total number of pay periods worked by Class Members during the Class Period. That value will then be multiplied by the number of pay periods each respective Participating Class Member worked during the Class Period to arrive at the Individual Settlement Amount for each respective Participating Class Member. Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

47. Calculation of Individual PAGA Payment to PAGA Aggrieved Employees. Each PAGA Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing the number of pay periods worked by PAGA Aggrieved Employees during the PAGA Period by the total number of pay periods worked by all PAGA Aggrieved Employees during the

PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment allocated to PAGA Aggrieved Employees to arrive at each PAGA Aggrieved Employee's individual share of the PAGA Payment.

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

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

- a. Establish and maintain a Qualified Settlement Fund account;
- b. Calculate the amount of the Settlement each Class Member is eligible to receive;
- c. Prior to mailing the Class Notices, the Settlement Administrator will verify the last known address for each Class Member through a generally utilized, national address update database;
- d. Printing and mailing the Class Notice;
- e. Establishing and maintaining a toll-free informational telephone support line to assist Class Members who have questions regarding the Notice;
- 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

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

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

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

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

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

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

26 54. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement
27 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
28 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement

1 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding
2 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
3 address using a skip-trace, or other search using the name, address and/or Social Security number
4 of the Class Member involved, and shall then perform a re-mailing.

5 55. Request for Exclusion Procedures. Any Class Member may opt-out from the
6 Settlement by submitting a timely Request for Exclusion Form contained in the Notice Packet to
7 the Settlement Administrator postmarked/fax stamped by the Response Deadline. In order for the
8 Request for Exclusion Form to be deemed valid, Class Members must provide their name and
9 contact information, sign the Request for Exclusion Form, and return the Request for Exclusion
10 Form by mail or fax to the Settlement Administrator at the specified address/facsimile indicated
11 on the form on or before the Response Deadline. The Request for Exclusion Form must be
12 postmarked/fax stamped on or before the Response Deadline. The date of the postmark/fax stamp
13 shall be the exclusive means to determine whether a Request for Exclusion Form has been timely
14 submitted. By submitting such a Request for Exclusion Form, a Class Member shall be deemed
15 to have exercised his or her option to opt out of the Action and not be bound by this Agreement.
16 Accordingly, a Class Member that timely submits a valid Request for Exclusion Form will not be
17 entitled to any payments under this Settlement and will not be bound by the terms of the Settlement.
18 Any Class Member who fails to submit a valid and timely Request for Exclusion Form on or before
19 the Response Deadline shall be deemed a Participating Class Member, and will be bound by all
20 terms of the Settlement, if the Settlement is granted final approval by the Court. No Party will
21 encourage any Class Member to opt out of the Settlement.

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

26 57. Objection Procedures. Any Class Member who does not opt-out of this Settlement
27 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member may
28 return by mail or fax the Objection Form included in the Notice Packet to the Settlement

1 Administrator at the specified address or facsimile by the Response Deadline. In order for the
2 Objection Form to be deemed valid, the Class Member must provide a written statement of the
3 grounds for his or her objection, sign the Objection Form, return the form by mail or fax to the
4 Settlement Administrator at the specified address/facsimile indicated in the Notice Packet, and the
5 Objection Form must be postmarked/fax stamped on or before the Response Deadline which will
6 be indicated in the Notice Packet. The Class Member may include with the Objection Form any
7 copies of any evidence and supporting papers (including, without limitation, all briefs, written
8 evidence, and declarations) upon which the objection is based. The date of the postmark/fax stamp
9 on the Objection Form shall be deemed the exclusive means for determining that an Objection
10 Form is timely. The Settlement Administrator will forward all valid and timely Objection Forms
11 received to the Parties, and the Parties will be permitted to respond in writing to such objections
12 at least seven (7) calendar days prior to the Final Approval Hearing.

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

21 58. 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.

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

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

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

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

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

64. Treatment of Individual Settlement Payments. All Individual Settlement Payments to Class Members shall be allocated as follows: 30% as payment for wages, of which an IRS Form W-2 shall issue, and 70% as penalties and interest, of which an IRS Form 1099 shall issue. All individual PAGA payments to PAGA Aggrieved Employees shall be allocated 100% as penalties,

1 of which an IRS Form 1099 shall issue.

2 65. Administration of Taxes by the Settlement Administrator. The Settlement
3 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class
4 Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid pursuant
5 to this Agreement.

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

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

1 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
2 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
3 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
4 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
5 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
6 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
7 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
8 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
9 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
10 AGREEMENT.

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

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

20 66. Release of PAGA Claims by PAGA Aggrieved Employees. Upon the Effective
21 Date, all PAGA Aggrieved Employees hereby do and shall be deemed to have fully, finally and
22 forever released, settled, compromised, relinquished and discharged any and all of the Released
23 Parties of and from any and all Released PAGA Claims that accrued during the PAGA Period.
24 The PAGA Aggrieved Employees shall have no right or ability to opt out of the portion of this
25 Settlement Agreement releasing Released PAGA Claims. Nothing in this Settlement Agreement
26 shall be construed to require PAGA Aggrieved Employees to waive or release rights which may
27 not be waived or released as a matter of applicable law.

67. Release of Claims by Class Representative. Upon the Effective Date, Plaintiff Domenic Ciarlanti, on behalf of himself and his heirs, executors, administrators, and representatives, shall and does hereby forever release, discharge and agree to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity, which he may now have or may have after the signing of this Stipulation, against the Released Parties including, but not limited to, the Released Claims, the Released PAGA Claims, claims that were asserted or could have been asserted in the Complaint, and claims of any kind related to any and all transactions, occurrences, or matters between the parties occurring prior to and through the Effective Date. 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

1 and agrees to hold harmless Defendant and the Released Parties from any and all claims for
2 attorney fees and costs arising out of the matters released in this Stipulation.

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

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

10 Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights and
11 benefits he may have under Section 1542 as well as any other statutes or common law principles
12 of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those
13 which he now knows or believes to be true with respect to the subject matter of all the claims
14 referenced herein, but stipulates and agrees that, upon the Effective Date, he shall and hereby does
15 fully, finally and forever settle and release any and all claims against the Released Parties, known
16 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could
17 have been asserted upon any theory of law or equity without regard to the subsequent discovery
18 of existence of such different or additional facts.

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

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

1 70. Disputes Regarding Individual Settlement Payments. In the event that Class
2 Members have a dispute as to the data provided by the Defendant, Class Members will have the
3 opportunity to provide documentation and/or an explanation. If there is a dispute, the Settlement
4 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
5 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual
6 Settlement Payments under the terms of this Agreement, and that determination shall be binding,
7 subject to final resolution by the Court if the Court decides to rule on the dispute. If the Court
8 does not issue a ruling on the dispute, the Settlement Administrator's determination of the dispute
9 will be binding upon Class Members.

10 71. Disputes Regarding Administration of Settlement. Any disputes not resolved by
11 the Settlement Administrator concerning the administration of the Settlement will be resolved by
12 the Court under the laws of the State of California. Prior to any such involvement of the Court,
13 counsel for Parties will confer in good faith to resolve the disputes without the necessity of
14 involving the Court.

15 72. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
16 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order:
17 (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement
18 Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent
19 to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
20 Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include
21 the proposed Notice Packet, attached to this Agreement as Exhibit A.

22 73. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
23 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
24 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
25 Final Approval of the Settlement along with the amounts properly payable for (i) Individual
26 Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (ii) the Class
27 Counsel Award; (iii) the Class Representative Enhancement Payment; and (iv) Settlement
28 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to

1 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and
2 costs application to be heard at the final approval hearing.

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

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

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

15 77. Entire Agreement. This Agreement and any attached Exhibits constitute the
16 entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral
17 agreements may be deemed binding on the Parties.

18 78. Amendment or Modification. This Agreement may be amended or modified only
19 by a written instrument signed by the Parties or their successors-in-interest.

20 79. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate this
22 Agreement and to take all appropriate action required or permitted to be taken by such Parties
23 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
24 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
25 other and use their best efforts to effect the implementation of the Settlement. If the Parties are
26 unable to reach agreement on the form or content of any document needed to implement the
27 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
28 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

3 81. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
4 governed by and interpreted according to the laws of the State of California.

5 82. Execution and Counterparts. This Agreement is subject only to the execution of all
6 Parties. However, the Agreement may be executed in one or more counterparts, including by
7 electronic scan, pdf, or DocuSign. All executed counterparts and each of them, including facsimile
8 and scanned or electronic copies of the signature page, shall be deemed to be one and the same
9 instrument provided that counsel for the Parties shall exchange among themselves original signed
10 counterparts.

11 83. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
12 this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
13 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
14 account all relevant factors, present and potential. The Parties further acknowledge that they are
15 each represented by competent counsel and that they have had an opportunity to consult with their
16 counsel regarding the fairness and reasonableness of this Agreement.

17 84. Invalidity of Any Provision. Before declaring any provision of this Agreement
18 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
19 consistent with applicable precedents so as to define all provisions of this Agreement valid and
20 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
21 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the
22 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
23 provision had never been included in this Agreement.

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

28 86. Non-Admission of Liability. The Parties enter into this Agreement to resolve the

1 dispute that has arisen between them and to avoid the burden, expense and risk of continued
2 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
3 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
4 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
5 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
6 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
7 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
8 an admission or concession by Defendant of any such wrongdoing, violations or failures to comply
9 with any applicable law. Except as necessary in a proceeding to enforce the terms of this
10 Agreement, this Agreement and its terms and provisions shall not be offered or received as
11 evidence in any action or proceeding to establish any wrongdoing, liability or admission on the
12 part of Defendant or to establish the existence of any condition constituting a violation of, or a
13 non-compliance with, federal, state, local or other applicable law.

14 87. Captions. The captions and section numbers in this Agreement are inserted for the
15 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
16 provisions of this Agreement.

17 88. Waiver. No waiver of any condition or covenant contained in this Agreement or
18 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
19 constitute a further waiver by such party of the same or any other condition, covenant, right or
20 remedy.

21 89. Enforcement Actions. Pursuant to California Code of Civil Procedure § 664.6, the
22 Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
23 of the terms of this Agreement and all orders and judgments entered in connection therewith, and
24 the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
25 interpreting, implementing, and enforcing the settlement embodied in this Agreement and all
26 orders and judgments entered in connection therewith. In the event that one or more of the Parties
27 institutes any legal action or other proceeding against any other Party or Parties to enforce the
28 provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the

prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

91. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, 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.

92. 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.

93. 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.

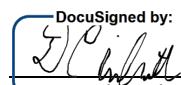
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: June 6, 2024

PLAINTIFF

DocuSigned by:

Domenico Crilanti

Plaintiff and Class Representative

DATED: June __, 2024

DEFENDANT PROVIDENT CREDIT UNION

Jim Ernest
President/CEO

APPROVED AS TO FORM

DATED: June 6, 2024

DIVERSITY LAW GROUP, P.C.



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

DATED: June __, 2024

JACKSON LEWIS P.C.

Shannon B. Nakabayashi
Isabella L. Shin
Attorneys for Defendant

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Plaintiff and Class Representative

DATED: June 7, 2024

DEFENDANT PROVIDENT CREDIT UNION



Jim Ernest
President/CEO

APPROVED AS TO FORM

DATED: June __, 2024

DIVERSITY LAW GROUP, P.C.


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

DATED: June 7, 2024

JACKSON LEWIS P.C.


Shannon B. Nakabayashi
Isabella L. Shin
Attorneys for Defendant

EXHIBIT C

[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 \$ _____.**

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

[According to PCU’s records, you are also a PAGA Aggrieved Employee. Your estimated share from the PAGA penalties is \$ _____.]

- This lawsuit involves a class defined as: All current and former non-exempt employees employed by PCU in the State of California from August 15, 2019, through January 1, 2023, who were paid non-discretionary incentives and/or different base hourly rates, and in that same workweek, either were paid overtime and/or sick pay wages (referred to herein as “Class Members” or “Settlement Class Members”). This lawsuit also involves Private Attorneys General Act (“PAGA”) claims brought on behalf of: All non-exempt employees employed by PCU in the State of California from August 15, 2019, through January 1, 2023 (the “PAGA Period”), who were paid non-discretionary incentives and/or different base hourly rates, and in that same workweek, either were paid overtime and/or sick pay wages (referred to herein as “PAGA Aggrieved Employees”). The Parties have reached a settlement of the class and PAGA claims in this lawsuit.
- You are receiving this Notice because the records reflect that you may be a Class Member and/or a PAGA Aggrieved Employee.
- In this lawsuit, Plaintiff Domenic Ciarlanti (“Plaintiff”) alleges that PCU failed to pay employees overtime wages at the correct regular rate of pay, in violation of Labor Code §§

510, 558 and 1194; failed to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203 and 246; failed to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and engaged in unfair business practices in violation of the California Labor Code, the California Unfair Competition Law (the “UCL”), California Business & Professions Code § 17200, et seq., and the applicable California Industrial Welfare Commission’s (“IWC”) Wage Orders. Based on these allegations and claims, Plaintiff seeks to recover damages, statutory penalties, civil penalties, attorneys’ fees and costs on behalf of himself and other employees affected by these violations.

- PCU denies the allegations in the lawsuit or that it has engaged in any wrongdoing. PCU asserts that it complied with all legal requirements, but is resolving this action to avoid the risk and costs of further legal proceedings. PCU is committed to complying with federal, state and local laws and to timely and properly paying its employees.
- The parties have reached an agreement to resolve the claims in the lawsuit. The Court has preliminarily approved Plaintiff to represent the Settlement Class. However, the Court has not made any findings with respect to the merits of Plaintiff’s claims or PCU’s defenses in this lawsuit.
- You will not be penalized or retaliated against by PCU for participating in this settlement. If you are currently employed by PCU, this settlement will not affect your employment in any way. Current employees of PCU who choose to participate in the settlement will not be required to resign and can continue to work for PCU.
- You have several options available to you, which are explained in the chart below:

OPTION #1: DO NOTHING	You need not take any action if you wish to receive your settlement payment. If the settlement is approved by the Court and you do nothing, you will automatically be mailed a check for your share of the Settlement at the address on file with the Settlement Administrator. In exchange for the settlement check, you will release or give up any rights to sue PCU for the same legal claims that are part of this lawsuit (see page 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	If you ask to be excluded from the class action settlement, you will <u>not</u> receive a share of the Settlement. If you ask to be excluded, you will not receive your share of the settlement proceeds, but you keep any rights you may have to bring your own separate suit against PCU for the same legal claims in this lawsuit that are released in this settlement.

THE CLASS ACTION	You cannot ask to be excluded <u>and</u> still get a settlement payment. Regardless of whether or not you ask to be excluded from the Class Action, if you are a PAGA Aggrieved Employee, you will receive a share of the PAGA settlement and be deemed to have released the PAGA claims referenced in this notice.
OPTION #3: OBJECT TO THE SETTLEMENT	If you do not agree with the Settlement, you may object to this Settlement according to the instructions described below on page . The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement. You cannot object if you exclude yourself from the Settlement.

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

1. Why did I get this notice?

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

2. What is this lawsuit about?

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

3. Has the Court decided who is right?

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

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, and

the consumption of time and resources required in connection with further litigation. Although PCU disputes Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, PCU has also concluded that further litigation would be expensive and would divert management and employee time.

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

Plaintiff and PCU have agreed to settle the underlying claims in this lawsuit in exchange for a Gross Settlement Amount of \$400,000.00. This amount is inclusive of: (1) individual settlement payments to all Settlement Class Members; (2) an Enhancement Award of \$10,000 to Plaintiff for prosecuting this lawsuit on behalf of the Class, and for a release of all claims arising out of his employment with PCU; (3) up to \$133,333.33 in attorneys' fees and up to \$20,000.00 in litigation costs and expenses; (4) a \$50,000 settlement of claims under PAGA, inclusive of a \$37,500.00 payment to the California Labor and Workforce Development Agency ("LWDA") and \$12,500.00 payment to PAGA Aggrieved Employees in connection with the PAGA; and (5) Settlement Administrator's fees and expenses of \$8,500.00 in connection with administering this settlement. After deducting the above payments, a total of approximately \$ [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).

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

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

According to PCU's records, the total number of pay periods you worked during the Class Period and/or PAGA Period is [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] [and your estimated payment amount from the PAGA penalties 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 XXXX. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. The Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute, subject to the final resolution by the Court if the Court decides to rule on the dispute. If the Court does not issue a ruling on the dispute, the Settlement Administrator's determination of the number of pay periods you worked will be binding.

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

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

8. What rights am I giving up?

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

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

on violations of Labor Code §§ 201-203, 226, 246, 510, 558, and 1194.

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

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

Anyone **not** wishing to participate in the settlement may exclude themselves (“opt out”) by completing, signing, and mailing/faxing the Request for Exclusion Form attached to this Notice to the Settlement Administrator, [insert name of administrator], at the following address by XXXX.

[INSERT SETTLEMENT ADMINISTRATION INFORMATION]

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

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

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

10. What if I have an objection?

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

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

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

The below are Class Counsel:

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

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

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 23 of the San Mateo County Superior Court, located at 400 County Center, Redwood City, California 94063 at _____, 2024, 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 PCU's counsel for information regarding this settlement.

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

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

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, AND DO NOT WANT TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, DATE AND SIGN THIS FORM AND SEND IT BACK TO SETTLEMENT ADMINISTRATOR, POSTMARKED/FAX STAMPED NO LATER THAN **[INSERT 60 days after mailing]**, 2024:****

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

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

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Date: _____

(signature)

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

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

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

If you wish to object to the Settlement, you must complete this Objection Form and state the basis for your objection. Send the completed Objection Form, along with any other documents you may have that support your objection, if any, by mail or fax to the Settlement Administrator (address and facsimile listed below), postmarked/fax stamped no later than ****[INSERT 60 days after mailing]**, 2024.**

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

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Date: _____

(signature)

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

EXHIBIT D