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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
situated,

Plaintiff,

vs.

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

Defendants.

Case No.: 20-CIV-03398

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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: April 14, 2025

Time: 3:00 p.m.

Dept.: 15

Complaint Filed: August 11, 2020

FAC Filed: March 25, 2021

SAC Filed: May 20, 2022

Trial Date: None Set

1 Plaintiff Dominic Ciarlanti (“Plaintiff”) and Defendant Provident Credit Union
2 (“Defendant”) (together, the “Parties”) have entered into the Joint Stipulation of Class Action
3 Settlement (“Settlement Agreement”) to settle the above-captioned class action subject to the
4 Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of the Class
6 Action Settlement, including approval of the Class Representative Enhancement Payment and
7 Class Counsel’s application for a fee and expense award. The Court has read, heard, and
8 considered all the pleadings and documents submitted, and the presentations made in connection
9 with the Motion which came on for hearing on April 14, 2025.

10 **I. BACKGROUND**

11 On June 17, 2020, Plaintiff submitted his written notice to the California Labor &
12 Workforce Development Agency (“LWDA”), alleging violations of Labor Code §§ 201-203,
13 226(a), 246, 510, 558, and 1194, pursuant to the PAGA, Labor Code § 2699. On August 11,
14 2020, Plaintiff filed a class and PAGA complaint against Defendant in the San Mateo County
15 Superior Court.

16 On May 20, 2022, Plaintiff filed the operative Second Amended Complaint. The Second
17 Amended Complaint asserted claims for: (1) violation of Labor Code §§ 510, 558, and 1194; (2)
18 violation of Labor Code §§ 201-203; (3) violation of Labor Code § 226(a); (4) violation of
19 Business & Professions Code § 17200, *et seq.*; and (5) violation of the Private Attorneys General
20 Act (the “PAGA”), Labor Code § 2698, *et seq.* (the “Action”). Plaintiff seeks damages,
21 penalties, attorneys’ fees and costs.

22 **A. The Class**

23 The “Class” is defined as all current and former non-exempt employees employed by
24 Defendant in the State of California during the Class Period, who were paid non-discretionary
25 incentives and/or different base hourly rates, and in that same workweek, either were paid
26 overtime and/or sick pay wages. The “Class Period” is the period from August 15, 2019,
27 through January 1, 2023. The Class consists of 300 individuals.

28 **B. Operation of the Settlement**

1 Pursuant to the Court's Order Granting Plaintiff's Renewed Motion for Preliminary
2 Approval of Class Action Settlement ("Preliminary Approval Order"), this Court conditionally
3 certified the Class and granted preliminary approval to the Settlement. The Preliminary
4 Approval Order also approved of the proposed Notice Packet and notice plan. The Court entered
5 the Preliminary Approval Order after review and consideration of all of the pleadings filed in
6 connection herewith, and the oral presentations made by counsel at the hearing.

7 In compliance with the Preliminary Approval Order, the Notice Packet was sent to all
8 Class Members via first class mail. Follow-up mailings were sent to twelve (12) individuals
9 after skip tracing, and zero (0) Notice Packets remain undeliverable. The notice process was
10 timely completed.

11 **II. FINDING**

12 This Court finds that the Settlement appears to be the product of serious, informed, non-
13 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
14 treatment to any individuals. The Court further finds that the Settlement is fair, reasonable, and
15 adequate and that Plaintiff has satisfied the standards for final approval of a class action
16 settlement under California law. Under the provisions of California *Code of Civil Procedure*
17 section 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state
18 court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has discretion to
19 certify a class where:

20 [Q]uestions of law or fact common to the members of the class
21 predominate over any questions affecting only individual members,
22 and that a class action is superior to the available methods for the
23 fair and efficient adjudication of the controversy...Fed. R. Civ.
Proc. 23.

24 Certification of a settlement class is the appropriate judicial device under these circumstances.

25 **III. ORDER**

26 Based on the foregoing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
27 **AS FOLLOWS:**

- 28 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the

1 Settlement Agreement filed in this case.

2 2. The Court has jurisdiction over the subject matter of the litigation, the Class
3 Representative, the other Members of the Class, and Defendant.

4 3. The Court finds that the dissemination of the Notice Packet, as disseminated to
5 the Class Members by the appointed Settlement Administrator, constituted the best notice
6 practicable under the circumstances to all persons within the definition of the Class, and fully
7 met the requirements of California law and due process under the United States Constitution.

8 4. The Court approves the settlement of the above-captioned action, as set forth in
9 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties
10 are directed to perform in accordance with the terms set forth in the Settlement Agreement.

11 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
12 their own costs and attorneys' fees.

13 6. The Court hereby certifies the following Class for settlement purposes only: all
14 current and former non-exempt employees employed by Defendant in the State of California
15 during the Class Period, who were paid non-discretionary incentives and/or different base hourly
16 rates, and in that same workweek, either were paid overtime and/or sick pay wages.

17 7. With respect to the Class and for purposes of approving the settlement only and
18 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
19 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
20 questions of law or fact common to the Class, and there is a well-defined community of interest
21 among Members of the Class with respect to the subject matter of the claims in the Litigation; (c)
22 the claims of Class Representative is typical of the claims of the members of the Class; (d) the
23 Class Representative has fairly and adequately protected the interests of the members of the
24 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
25 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are
26 qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for
27 the Class.

28 8. Defendant shall fund \$400,000.00 of the Gross Settlement Amount pursuant to

1 the terms of the Settlement Agreement.

2 9. The Court approves the individual settlement payment amounts, which shall be
3 distributed by the Settlement Administrator pursuant to the terms of the Settlement Agreement.

4 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of
5 \$133,333.33 and reimbursement of costs in the amount of \$18,758.30; (b) an enhancement award
6 to the Class Representative for his unique services and for execution of a general release, in the
7 amount of \$10,000.00; (c) the sum of \$37,500.00 to be paid to the California Workforce and
8 Development Agency for PAGA penalties; and (d) \$8,500.00 to the Settlement Administrator,
9 Phoenix Settlement Administrators, for its fees and costs relating to the settlement administration
10 process. The Court finds that these amounts are fair and reasonable. The Settlement
11 Administrator is directed to make such payments from the Gross Settlement Amount and in
12 accordance with the terms of the Settlement Agreement.

13 **IV. JUDGMENT**

14 1. The Court hereby enters final judgment in this case in accordance with the terms
15 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
16 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
17 over the action and the Parties, including all Participating Class Members, for purposes of
18 enforcing and interpreting this Order and the Settlement.

19 2. Pursuant to the Code of Civil Procedure section 668.5, judgment shall be entered
20 as of the filing of this judgment. This judgment makes no finding of any violation of the Labor
21 Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order
22 approving the settlement, or this judgment are an admission of any liability or finding of any
23 violation of the Labor Code.

24 **IT IS SO ORDERED AND ADJUGED.**

25
26 DATED: _____

HON. DON R. FRANCHI
SUPERIOR COURT OF CALIFORNIA

1 Respectfully submitted on March 20, 2025, by:

2 DIVERSITY LAW GROUP, P.C.

3
4 By: _____

5 Mai Tulyathan

6 Attorneys for Plaintiff Domenic Ciarlanti