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Attorneys for Plaintiffs
REBECCA HANNETT, MITZI YALOA BURCIAGA, and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

REBECCA HANNETT, individually, and on
behalf of other members of the general public
similarly situated; MITZI YALOA
BURCIAGA, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

SERENDIPITY HEARING, INC., an
unknown business entity; SERENDIPITY
HEARING, INC., a California corporation;
WILLARD CLAYTON GILLILLAND,
individually; SONUS HEARING CARE
PROFESSIONALS, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2021-01216930-CU-OE-CXC
(Related to Case No.: 30-2021-01229201
and Consolidated for Pre-Trial Purposes
Only)

Honorable Melissa R. McCormick
Department CX105

CLASS ACTION

**SECOND AMENDMENT TO CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS AND
PAGA NOTICE**

Complaint Filed: August 16, 2021
Jury Trial Date: None Set

Hearing Information:

Date: January 15, 2026
Time: 2:00 p.m.
Dept: CX105

1 Plaintiffs and Rebecca Hannett and Mitzi Yaloha Burciaga (“Plaintiffs”) and Defendants
2 Serendipity Hearing, Inc., Sonus Hearing Care Professionals, and Willard Clayton Gililand
3 (“Defendants.”) (collectively, “the Parties”) pursuant to Paragraph 12.9 of the Class Action and
4 PAGA Settlement Agreement, which was fully executed by all Parties as of September 19, 2024
5 (“Original Agreement”), hereby agree to amend the terms of the Original Agreement, as stated
6 herein. Other than as expressly set forth herein, the terms and conditions of the Original
7 Agreement shall remain in full force and effect.

8 **A. Title of Document is Changed as follows:**

9 **CLASS ACTION AND PAGA SETTLEMENT AND CLASS AND PAGA**
10 **NOTICE**

11 **B. Section 1.11 – Definition of “Class Notice” - in the Original Agreement is hereby**
12 **amended as follows:**

13 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND
14 PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
15 mailed to Class Members in English with a Spanish translation, in the form, without material
16 variation, attached as Exhibit A and incorporated by reference into this Agreement.

17 **C. Section 1.43 – Definition of “Response Deadline” – in the Original Agreement is**
18 **hereby amended as follows:**

19 “Response Deadline” means 60 days after the Administrator mails Notice to Class
20 Members and Aggrieved Employees and shall be the last date on which Class Members may:
21 (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or
22 her Objection to the Settlement, or (c) fax, email, or mail Challenges to Workweeks/Pay periods.
23 Class Members to whom Notice Packets are resent after having been returned undeliverable to
24 the Administrator shall have an additional 14 calendar days beyond the Response Deadline has
25 expired

26 **D. Paragraph 6 of the Original Agreement is hereby amended as follows:**

27 Effective on the date when Defendants fully fund the entire Gross Settlement Amount
28 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,

1 Plaintiffs, the Class Members and the Aggrieved Employees will release claims against all
2 Released Parties as follows:

3 **E. Paragraph 6.2 of the Original Agreement is hereby amended as follows:**

4 Release by Participating Class Members: All Participating Class Members, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, release Released Parties from all claims that were, or
7 reasonably could have been, alleged, based on the facts contained in the First Amended
8 Complaint, which was filed on August 19, 2024 entitled Rebecca Hannett and Mitzi Yaloha
9 Burciaga v. Serendipity Hearing, Inc., Willard Clayton Gililand and Sonus Hearing Care
10 Professionals, in case number 30-2021-01216930, which are the claims for Defendant's alleged
11 failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in
12 lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid
13 for same (including for off-the-clock work or unpaid wages due to unlawful rounding), pay
14 minimum or regular wages for all hours worked (including for off-the-clock work or unpaid
15 wages due to unlawful rounding), pay timely wages during employment, pay all earned and
16 accrued wages to discharged/separated employees, furnish accurate itemized wage statements,
17 maintain required payroll records, and indemnify employees for business expenses in violation
18 of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194,
19 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, Business and Professions Code § 17200, et seq.
20 Participating Class Members do not release any other claims, including claims for vested
21 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers' compensation, or claims based on
23 facts occurring outside the Class Period.

24 **F. Paragraph 6.3 of the Original Agreement is hereby amended as follows:**

25 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
26 behalf of themselves and their respective former and present representatives, agents, attorneys,
27 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
28 penalties that were alleged in the First Amended Complaint, which was filed on August 19, 2024

entitled Rebecca Hannett and Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc., Willard Clayton Gililland and Sonus Hearing Care Professionals, in case number 30-2021-01216930, as well as the August 25, 2021 PAGA Notice filed by Rebecca Hannett against Serendipity Hearing, Inc. and Willard Clayton Gililland and the June 22, 2023 PAGA Notice filed by Mitzi Yaloha Burciaga against Serendipity Hearing, Inc. and Sonus Hearing Care Professionals, which are the claims for Defendant's alleged failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same (including for off-the-clock work or unpaid wages due to unlawful rounding), pay minimum or regular wages for all hours worked (including for off-the-clock work or unpaid wages due to unlawful rounding), pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, and indemnify employees for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, and Labor Code section 2698, et seq.

G. Paragraph 8.5.1 of the Original Agreement is hereby amended as follows:

Class Members who wish to exclude themselves from (e.g., opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion may be submitted either by completing and returning the optional Request for Exclusion form included with the Class Notice or by sending a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

H. Paragraph 8.6 of the Original Agreement is hereby amended as follows:

Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after

1 the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
2 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
3 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
4 the allocation by communicating with the Administrator via fax, email or mail. The
5 Administrator must encourage the challenging Class Member to submit supporting
6 documentation. In the absence of any contrary documentation, the Administrator is entitled to
7 presume that the Workweeks contained in the Class Notice are correct so long as they are
8 consistent with the Class Data. The Administrator shall promptly provide copies of all
9 challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class
10 Counsel and the Administrator's determination to the challenges. The Parties shall file with the
11 court all challenges submitted by class members, the evidence submitted, and the resolution of
12 the challenges, and although the Administrator may make the initial decision regarding the
13 challenges, the court may review any decision made by the Administrator.

14 **I. Paragraph 8.7.2 of the Original Agreement is hereby amended as follows:**

15 Participating Class Members may send written objections to the Administrator, by fax,
16 email, or mail. Written objections may be submitted either by completing and returning the
17 optional Objection form included with the Class Notice or by submitting a written statement that
18 reasonably communicates the Participating Class Member's objection. In the alternative,
19 Participating Class Members may appear in Court (or hire an attorney to appear in Court) to
20 present verbal objections at the Final Approval Hearing. A Participating Class Member who
21 elects to send a written objection to the Administrator must do so not later than 60 days after the
22 Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members
23 whose Class Notice was re-mailed).

24 **J. Paragraph 12.17 of the Original Agreement is hereby amended as follows:**

25 Notice. All notices, demands or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly
27 given as of the third business day after mailing by United States mail, or the day sent
28 by email or messenger, addressed as follows:

To Plaintiff:

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E-Mail zack@dombrauchwerger.com

Devin Rauchwerger

E-Mail devin@dombrauchwerger.com

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K. Exhibit A to the Original Agreement, which consisted of the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, is hereby replaced with the revised COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL attached hereto as “**Exhibit A.**”

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DATED: 01 / 02 / 2026

PLAINTIFF
Rebecca Hannett
Rebecca Hannett
Personally, and as Class Representative

DATED:

PLAINTIFF
Mitzi Yaloha Burciaga
Personally, and as Class Representative

DATED:

DEFENDANT
Serendipity Hearing, Inc.
By: Willard Clayton Gililland
Its: President

DATED:

DEFENDANT
Sonus Hearing Care Professionals
By: Willard Clayton Gililland
Its: President

DATED:

DEFENDANT
Willard Clayton Gililland

APPROVED AS TO FORM:

DATED:

DOMB & RAUCHWERGER LLP
Zack I. Domb
Devin E. Rauchwerger
Attorneys for Plaintiffs Rebecca Hannett, Mitzi Yaloha Burciaga, the Proposed Class and the Aggrieved Employees

PLAINTIFF

DATED: _____

Rebecca Hannett
Personally, and as Class Representative

PLAINTIFF

DATED: 01 / 01 / 2026


Mitzi Yaloha Burciaga
Personally, and as Class Representative

DEFENDANT

DATED: 01 / 02 / 2026


Serendipity Hearing, Inc.
By: Willard Clayton Gililand
Its: President

DEFENDANT

DATED: 01 / 02 / 2026


Sonus Hearing Care Professionals
By: Willard Clayton Gililand
Its: President

DEFENDANT

DATED: 01 / 02 / 2026


Willard Clayton Gililand

APPROVED AS TO FORM:

DATED: January 2, 2026

DOMB & RAUCHWERGER LLP


Zack I. Domb
Devin E. Rauchwerger
Attorneys for Plaintiffs Rebecca Hannett, Mitzi
Yaloha Burciaga, the Proposed Class and the
Aggrieved Employees

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SILVERSTEIN & HUSTON



DATED: January 2, 2026

Mark W. Huston, Esq.
Robert I. Cohen, Esq.
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Willard Clayton Gililland