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12 Attorneys for Plaintiffs
13 Rebecca Hannett, Mitzi Yaloha Burciaga and the Proposed Class

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

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

20 Plaintiffs,

21 vs.

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

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

**DECLARATION OF DEVIN E.
RAUCHWERGER IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Information:

Date: June 11, 2026
Time: 2:00 PM
Dept.: CX105
Judge: Hon. Melissa R. McCormick

1 by this Court with 80% attributed to Lawyers for Justice, PC and 20% attributed to Domb &
2 Rauchwerger LLP. A true and correct copy of the Consent to Agreement re: Division of Attorneys'
3 Fees and Costs for each Plaintiff are attached as **Exhibit 2**. Plaintiffs signed these fee arrangements
4 before my office was brought into the matter. On May 13, 2024, Lawyers for Justice, PC filed a
5 notice of association to add my offices as counsel, in order to assist with finalizing the Settlement
6 documents, filing a First Amended Complaint, as well as drafting the motion for preliminary
7 approval and final approval.

8 5. On June 7, 2024, Plaintiffs' Counsel advised the Los Angeles Superior Court in
9 the Burciaga matter that Plaintiff Burciaga would be seeking to obtain approval of the Settlement
10 Agreement in front of the Orange County Superior Court and asked the Los Angeles County
11 Superior Court to stay that matter. On June 12, 2024, the Los Angeles County Superior Court
12 issued an Order staying the Burciaga matter until at least February 28, 2025 to permit the Parties
13 to seek approval of the Settlement Agreement in front of the Orange County Superior Court. On
14 August 9, 2024, the Parties stipulated to the filing of an Amended Complaint in this matter
15 which brings all of the parties and claims before the same Court for the purposes of seeking
16 approval of the Settlement (which covers all three matters). The First Amended Complaint was
17 filed on August 19, 2024 and is the operative Complaint in this matter.

18 6. Thereafter, the Parties negotiated the long-form Settlement Agreement, which
19 the Court preliminarily approved, and is now set to be heard for final approval following the
20 completion of the class notice process by the settlement administrator.

21 7. On November 1, 2024, Plaintiffs submitted their unopposed Motion for Preliminary
22 Approval of Class Action and PAGA Settlement. On March 27, 2025, the Court issued a tentative
23 ruling indicating changes that it wanted to the settlement agreement, class notice, and proposed
24 order. The Court confirmed its tentative ruling after hearing on March 27, 2025 and issued a Minute
25 Order detailing the requested changes to be submitted in a supplemental briefing and continued the
26 hearing to July 24, 2025. Attached as **Exhibit 3** is a true and correct copy of the Minute Order dated
27 March 27, 2025.

28 8. On July 11, 2025, Plaintiffs submitted a supplemental brief and declaration along

1 with the Court's requested changes to the settlement agreement, class notice, and proposed order.
2 On July 24, 2025, the Court issued a tentative ruling indicating further changes that it wanted to the
3 settlement agreement, class notice, and proposed order. The Court confirmed its tentative ruling
4 after hearing on July 24, 2025 and issued a Minute Order continuing the hearing to January 15, 2026
5 and requesting additional changes to be submitted in a supplemental briefing by January 2, 2026.
6 Attached as **Exhibit 4** is a true and correct copy of the Minute Order and Tentative Ruling dated
7 July 24, 2025.

8 9. On January 2, 2026, Plaintiffs submitted a second supplemental brief and declaration
9 along with the Court's requested changes to the settlement agreement, class notice, and proposed
10 order. On January 15, 2026, the Court issued a tentative ruling granting preliminary approval,
11 subject to the submission of a supplemental declaration, revised class notice and proposed order.
12 The Court confirmed its tentative ruling after hearing on January 15, 2026 and issued a Minute
13 Order. Attached as **Exhibit 5** is a true and correct copy of the Minute Order and Tentative Ruling
14 dated January 15, 2026.

15 10. On January 22, 2026, Plaintiffs' Counsel submitted the requested additional
16 declaration, updated Class Notice and revised proposed order for the Court's approval based on the
17 tentative ruling. The Court signed the Order Granting Preliminary Approval on January 26, 2026.
18 Attached as **Exhibit 6** is a true and correct copy of the Order Granting Preliminary Approval signed
19 January 26, 2026.

20 11. On January 29, 2026, Class Counsel sent Phoenix Class Action Administration
21 Solutions ("Phoenix") a copy of the Settlement Agreement along with the Court-approved Notice
22 Packet (including the exclusion and objection forms) and a copy of the Court's Order granting
23 preliminary approval of the settlement. The Settlement Agreement included the formula for
24 determining the estimated sum to be paid to each individual.

25 12. Plaintiffs' Motion for Preliminary Approval provided an estimate of 339 class
26 members, compared to the final number of 337, and the total number of Workweeks was
27 significantly less than originally estimated; the Motion for Preliminary Approval indicated an
28 estimate of 19,641 Workweeks, while the actual number of Workweeks after removing those who

submitted requests for exclusion is 14,651.

13. I am a duly licensed attorney and have been a member of the California State Bar since 2010. I graduated from USC School of Law in 2010, and I am licensed to practice before all courts of the State of California.

14. After law school, I was an Associate Attorney at Lawyers for Justice, PC, the Mathews Law Group, the Rager Law Firm, McCune & Harbor, Jackson Lewis LLP and Fisher & Phillips LLP, where I represented numerous clients in class action litigation.

15. I have represented both plaintiffs and defendants in numerous class actions and other complex matters. These matters include, but are not limited to:

- *Eduardo Gaa, et al. v. Intercare Holdings Inc., et al.*, Los Angeles County Superior Court Case No. BC489800;
- *Vikki Allen v. Covenant Security Services*, Los Angeles County Superior Court Case No. 18STCV08573;
- *Angel Caracoza v. Ashley Furniture Services, Inc.*, San Bernadino County Superior Court Case No. CIVSB2118827;
- *Francisco Schiller v. Ashley Distribution Services, LTD et. al.*, San Bernadino County Superior Court Case No. CIDVS2014776; US District Court for the Central District of California, Case No. 5:2020-cv-02662;
- *James Thomas v. Crothall Healthcare, Inc.*, San Francisco County Superior Court Case No. CGC-18-566489;
- *George Gonzalez v. Ashley Furniture Industries, Inc.*, San Bernadino County Superior Court Case No. CIVDS2017425;
- *Cruzelm Martinez, et. al. v. Burger Rehabilitation Systems, Inc.*, Sacramento County Superior Court Case No. 34-2020-00286930;
- *Sabrina Cook v. Excelsior Charter Group, et al.*, San Bernardino County Superior Court Case No. CIVSB2220219;
- *Terrica Brown v. Sunny Rose Glen, LLC*, Riverside County Superior Court Case No. CVRI2101016;

- *George Martinez, et al. v. Northwest Exteriors, Inc.*, Sacramento County Superior Court Case No. 34-2022-00318192.
- *Darrell Alexander, et al. v. Farmdale Creamery, Inc.*, San Bernardino County Superior Court Case No. CIVSB2205382
- *Charmaine Velazquez, et al. v. Ettie Lee Homes, Inc.*, Los Angeles County Superior Court Case No. 22STCV19234;
- *Esmeralda Maken, et al. v. Ascencia*, Los Angeles County Superior Court Case No. 22STCV13406;
- *Juan Rojas Contreras, et al v. Asphalt Fabric and Engineering, Inc.*; Los Angeles County Superior Court Case No. 21STCV40362;
- *Linda Medina, et al. v. Easy Health, Inc., et al.*; Los Angeles County Superior Court Case No. 23SMCV04232;
- *Desiree Vasquez, et al. v. Your Home Nursing Services, Inc.*; Napa County Superior Court Case No. 22CV000508;
- *Jessica Raye Lucia, et al. v. Summitview Child & Family Services*; El Dorado County Superior Court Case No. 22CV0636;
- *David Frederick Bitonti, et al. v. Teen Road To Safety, Inc., et al.*; Orange County Superior Court Case No. 30-2023-01333703-CU-OE-CXC;
- *Tremain Johnson, et al. v. Weckworth Electric Group, Inc., et al.*; Alameda County Superior Court Case No.: 21CV001491;
- *Steve Batta, et al. v. So Cal Elite Traffic*; San Bernardino County Superior Court Case No.: CIVSB2126086;
- *Maritza Gutierrez, et al. v. La Clinica de la Raza, Inc.*; Alameda County Superior Court Case No.: RG19010781;
- *Lizette Ruelas v. LY Brothers Corporation, et al.*; Alameda County Superior Court Case No.: RG19001774;
- *Jose Vazquez v. ETS Express, Inc., et al.*; Ventura County Superior Court Case No.: 56-2020-00545435-CU-OE-VTA;

- *Rufus McWilliams v. Karma Automotive, LLC, et al.*; Riverside County Superior Court Case No.: CVRI2102922;

16. I am qualified to evaluate the risks and benefits of both litigation and settlement in this matter and recommend this Settlement as fair and reasonable to the Class.

17. After substantial investigation, it is my opinion that the settlement is in the best interest of the class as it provides a guaranteed result and provides excellent value to the class.

18. I believe that the lack of legitimate objections and strong participation in the Settlement by the Class further demonstrate that the proposed settlement is both fair and reasonable. The only potential objection that was submitted was from a Class member who submitted the standard Objection form, but did not include any information about any basis for an objection; the only information filled out was the Class Member's name and contact information. Based on a review of the objection form, combined with the fact that the administrator attempted to contact the Class Member on multiple occasions, without success, to determine whether the Class Member meant to object to the settlement, it leads me to believe that the particular Class Member did not mean to object to the settlement but instead mistakenly believed they had to submit their information in order to be included in the settlement.

19. My firm spent numerous hours drafting and revising the Settlement Agreement, which had to be changed on multiple occasions due to various factors, drafting the Motion for Preliminary Approval, and multiple supplemental briefing documents requested by the Court, coordinating the notice process with the settlement administrator, and drafting the Motion for Final Approval.

20. The amount of attorney fees provided by the Settlement Agreement, 30% of the Gross Settlement Amount is clearly reasonable given the amount of time that Counsel put into the case (as further discussed below), the fact that it took the efforts of two class action law firms to successfully bring this matter to a close, and the excellent value that was achieved for the 331 Participating Class Members. Class Counsel risked substantial economic loss by pouring in the number of hours and costs into this case. As a result of Class Counsel taking on this risk and the efforts of Class Counsel, the Class Members will now be able to recover an average of almost five

hundred dollars for their claims, with some class members receiving over two thousand five hundred dollars for their claims. The requested fee therefore makes sense because (1) it is consistent with the private marketplace where contingent-fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent Class Members in achieving the maximum possible resolution of the case; (3) it encourages the most efficient resolution of the litigation by providing an incentive for valuable and reasonable, settlement, and (4) the result was achieved after extensive litigation and efforts by two class action firms.

21. My office keeps track of the hourly activities on each case within a case management program called Clio. Based on my review of the hourly billing records in this matter, my office has spent 68.5 hours performing tasks to obtain a significant recovery on behalf of Plaintiffs and the Class. These amounts are not inclusive of the time spent on the matter by co-counsel, Lawyers *for* Justice, PC. Attached as **Exhibit 7** is a Time and Task Chart for Domb & Rauchwerger LLP which describes and documents the hours which my offices spent litigating this case. The attorneys identified below have performed work in this matter as follows:

Attorney	Title	CA Bar No.	Admit Year	Rate	Total Hours	Lodestar
Devin Rauchwerger	Partner	274234	2010	\$850	51.6	\$43,860
Jeffrey Jackson (former)	Senior Associate	290364	2013	\$650	16.9	\$10,985

Based on the billing rates identified above, the lodestar for my offices totals \$54,845.

22. Collectively, Class Counsel is requesting the reimbursement of the costs incurred litigating this case in the amount of \$18,477.54. At the time of preliminary approval, Class Counsel indicated a not to exceed cost of \$25,000.00 for purposes of the motion for preliminary approval. Because the collective \$18,477.54 figure is \$6,522.46 below the \$25,000.00 estimate provided to the Court at the time of preliminary approval, the remaining \$6,522.46 will be re-allocated into the Net Settlement Amount. In total, \$1,864.43 in costs were necessary on Domb & Rauchwerger LLP's side to successfully resolve this case, which is in addition to the amounts incurred by Lawyers *for* Justice PC. A true and correct copy of my office's litigation costs are attached as **Exhibit 8**. These

1 costs are both reasonable and were necessary for the successful resolution of this matter and should
2 therefore be approved by the Court.

3 23. The fact that this case was litigated on a contingent basis strongly supports the award
4 of the attorneys' fees requested by Class Counsel. If Class Counsel had been unsuccessful, they
5 would not have received any fee or recovered any portion of the expenses spent litigating this matter.
6 Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation
7 until recovery is obtained in this case. Economic uncertainty or other unforeseen circumstances can
8 arise swiftly and for reasons beyond any party's control.

9 24. I believe that the requested Class Representative Service Payments of \$5,000.00 to
10 each of the Plaintiffs, Rebecca Hannett and Mitzi Yaloha Burciaga are fair and appropriate based
11 on the substantial time and effort Plaintiffs invested into bringing this suit and assisting counsel with
12 the development of this case. Plaintiffs spent a substantial amount of time over the past four years
13 working on this matter on behalf of the putative class. In connection with my office, Plaintiffs
14 reviewed the settlement agreement, asked numerous questions, and thereafter signed the settlement
15 agreement, and assisted me with preparing their declarations both in support of the motion for
16 preliminary approval and final approval. Plaintiffs' actions helped recover hundreds of dollars for
17 their fellow class members, including an average payment of almost five hundred dollars to the Class
18 Members. Plaintiffs did more than simply lend their names for the lawsuit, and I believe that they
19 deserve the requested Class Representative Service Payments.

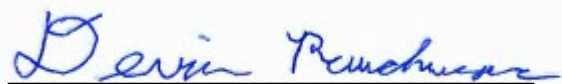
20 25. The Settlement Agreement calls for the award of up to \$10,000 to the Settlement
21 Administrator, Phoenix Class Action Administration Solutions, for the costs associated with
22 administration of the settlement, however their actual costs were only \$8,950. The Settlement
23 Administrator is a necessary third-party who has performed substantial services on behalf of the
24 putative class including sending the notice and the administration of future settlement payments.
25 Accordingly, I would request that the Court award Phoenix Class Action Administration Solutions
26 \$8,950 for the services performed in this Action, which was lower than the original requested
27 amount of \$10,000.00.

28 26. Jeff Jackson was a former Senior Associate at Domb & Rauchwerger, LLP. Mr.

1 Jackson received his Bachelor of Arts degree from the University of California – San Diego,
2 and a Juris Doctor degree (cum laude) from the California Western School of Law. He was
3 admitted to practice law in California in June of 2013, and was also been admitted to the
4 Southern and Central Districts of California. Mr. Jackson had been appointed Class Counsel in
5 the following cases: *Avilez v. Omnicare*, San Diego Superior Court Case No. 37-2014-
6 00084453; *Gonzalez v. Pacific Honda*, San Diego Superior Court Case No. 37-2014-00084068;
7 *Vazquez v. International Marine and Industrial Applicators*, San Diego Superior Court Case
8 No. 37-2014-000320431; *Schaffer v. Rady Children’s Hospital*, San Diego Superior Court Case
9 No. 37-2015-00022978; *Gomez v. La Cantina Doors*, San Diego Superior Court Case No. 37-
10 2015-00037380; *Webb v. Alpha and Omega Services, Inc.*, Central District of California Case
11 No. 16-cv-1609-RGK-KK; *Castro v. Apple American Group*, San Diego Superior Court Case
12 No. 37-2015-00037599; *Dials v. Pritsker, et al.*, San Diego Superior Court Case No. 37-2017-
13 00004777, *Diersing v. Sharp-Rees Stealy Medical Group, Inc., et. al.* Case No. 37-2017-
14 00029164-CU-OE-CTL. Mr. Jackson was an active member of both the National Employment
15 Lawyers Association and the California Employment Lawyers Association (“CELA”).

16 27. Pursuant to California Labor Code section 2699(l), the motion and all supporting
17 papers have been provided to the Labor and Workforce Development Agency and a proof
18 of service is attached hereto as **Exhibit 9**.

19 I declare under penalty of perjury under the laws of the United States and the State of
20 California that the foregoing is true and correct. Executed on May 19, 2026, in Orange County,
21 California.

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24 Devin E. Rauchwerger
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Mitzi Yaloha Burciaga and Rebecca Hannett (“Plaintiffs”) and Defendants Serendipity Hearing, Inc., Sonus Hearing Care Professionals, Willard Clayton Gililand (“Defendants.”) The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned *Rebecca Hannett v. Serendipity Hearing, Inc.*, Orange County Superior Court Case No. 30-2021-01216930-CU-OE-CXC (the “*Hannett Class Action*”); *Rebecca Hannett v. Serendipity Hearing, Inc. and Willard Clayton Gililand*, Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC (the “*Hannett PAGA Action*”); and, *Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles County Superior Court Case No. 23STCV24334 (the “*Burciaga Action*”), each of which is pending in the respectively named Courts.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.
- 1.5. “Class” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period.
- 1.6. “Class Counsel” means Lawyers *for* Justice, PC and Domb & Rauchwerger LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Members’ names, last-known mailing addresses, Social Security numbers and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-

Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from February 19, 2017 to March 1, 2024.
- 1.13. “Class Representative(s)” means the named Plaintiffs Mitzi Yaloha Burciaga and Rebecca Hannett in the operative complaints in the Actions seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles, or County of Orange as applicable herein.
- 1.16. “Defendants” collectively means the named Defendants Serendipity Hearing, Inc., Sonus Hearing Care Professionals and Willard Clayton Gililland.
- 1.17. “Defense Counsel” means Silverstein and Huston.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$325,000.00 which is the total amount Defendants

agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from February 29, 2020 to March 1, 2024.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiff Burciaga's June 22, 2023 letter to Defendant Serendipity Hearing, Inc., Sonus Hearing Care Professionals and the LWDA, and Plaintiff Hannett's August 25, 2021 letter to Serendipity Hearing, Inc., Willard Clayton Gililand and the LWDA, each providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500) and the 75% to LWDA (\$22,500) in settlement of PAGA claims.

- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” or “Plaintiffs” means Mitzi Yaloha Burciaga and Rebecca Hannett, the named plaintiffs in the respective Actions.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.41. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, or affiliates.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On August 16, 2021, Plaintiff Hannett commenced Orange County Superior Court Case No. 30-2021-01216930-CU-OE-CXC, the “*Hannett* Class Action” by filing a Complaint alleging 10 causes of action against Defendant Serendipity Hearing, Inc. for (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period

Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200, et seq. On October 29, 2021, Plaintiff Hannett commenced Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC (the “*Hannett* PAGA Action”) by filing a Complaint alleging a cause of action against Defendants Serendipity Hearing, Inc. and Willard Clayton Gililland for Violation of California Labor Code § 2698, et. seq. (California Labor Code Private Attorney Generals Act of 2004). On October 5, 2023, Plaintiff Burciaga commenced Los Angeles County Superior Court Case No. 23STCV24334, the “*Burciaga* Action,” by filing a Complaint alleging 11 causes of action against Defendant Serendipity Hearing, Inc. and Sonus Hearing Care Professionals for (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200, et seq., and (11) Violation of California Labor Code § 2698, et. seq. (California Labor Code Private Attorney Generals Act of 2004). Each of these Complaints are the operative complaint in their respective Action (the “Operative Complaint.”)] Defendants deny the allegations in the Operative Complaints, deny any failure to comply with the laws identified in in the Operative Complaints and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Hannett gave timely written notice to Defendants Serendipity Hearing, Inc. and Willard Clayton Gililland and the LWDA by sending the PAGA Notice on August 25, 2021. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Burciaga gave timely written notice to Defendants Serendipity Hearing, Inc. and Sonus Hearing Care Professionals and the LWDA by sending the PAGA Notice on June 22, 2023.
- 2.3. On October 4, 2023 and November 21, 2023, the Parties participated in an all-day mediation presided over by Brandon McKelvey which led to this Agreement to settle the Action on February 29, 2024. The mediation was not successful; however, subsequent to the mediation the parties, through counsel, continued to engage in discussions which ultimately led to a resolution.
- 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, a sampling of Class Members’ time and payroll records, Plaintiff’s time and payroll

records and personnel file, information related to class size and composition, as well as Defendants' written wage and hour policies and practices. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants promise to pay \$325,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500 each, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount, which will be paid to Participating Class Members as Individual Class Payments as specified in Paragraph 1.28. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 38%, which is currently estimated to be \$123,500.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation

Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"); 40% of each Participating Class Member's Individual Class Payment will be allocated to interest and the remaining 10% will be allocated as penalties. The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 50% of each Participating Class Member's Individual Class Payment will allocated to settlement of claims for interest and penalties will be termed the "Non-Wage Portion." The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500.0) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the

Individual PAGA Payments.

- 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$7,500 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 339 Class Members who collectively worked a total of 19,641 Workweeks, and 285 Aggrieved Employees who worked a total of 12,908 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation

Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. [INTENTIONALLY LEFT BLANK]

- 6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and the Class Members will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledges that they may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaints filed in the Class Actions, including but not limited to 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, Business and Professions Code § 17200, et seq., which are premised upon the aforementioned wage and hour violations. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts contained in the Complaint filed in the *Hannett PAGA Action*, the Complaint filed in the *Burciaga Action*, the August 25, 2021 PAGA Notice and the June 22, 2023 PAGA Notice, including but not limited to 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., which are premised upon the aforementioned wage and hour violations.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1 Defendants' Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiff's Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed

declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than seven (7) days after receipt of the Class Data, the Administrator shall

notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3 Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.4.5 If the Administrator, Defendants or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

- 8.5.1 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 is 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.

- 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.
- 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 8.7 Objections to Settlement.

- 8.7.1 Only Participating Class Members may object to the class action components of

the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. Notwithstanding the dictates of this or any other provision in this Agreement, the Administrator shall not, under any circumstances, transmit to Class Counsel personally identifiable information, including address, email address, telephone/cell number, social security number, etc., of any Non-Participating Class Members, whether that information is included in a Request for Exclusion or not. If such personally identifiable information is included in a document that this Agreement requires to be transmitted to Class Counsel, the Administrator shall redact such personally identifiable information of the Non-Participating Class Members prior to

transmittal to Class Counsel.

8.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, shall have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide

drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. All Parties retain the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50/50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award

of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

- 10.6 Dismissal of Related Case Following Final Approval. Within 30 days of the Effective Date of the Settlement following the granting of Final Approval, Plaintiff will dismiss the pending cases *Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles County Superior Court Case No. 23STCV24334 and *Rebecca Hannett v. Serendipity Hearing, Inc. and Willard Clayton Gililand*, Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC, with prejudice.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency

order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party (other than the Administrator or potential Administrators) regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Zack I. Domb
E-Mail zack@dombrauchwerger.com
Devin Rauchwerger
E-Mail devin@dombrauchwerger.com
Jeffrey P. Jackson
E-Mail jeff@dombrauchwerger.com
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Pasadena, California 91106
Telephone: (213) 537-9225

Joanna Ghosh
E-Mail joanna@calljustice.com
Edwin Aiwazian
E-Mail Edwin@calljustice.com
Arby Aiwazian
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LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

To Defendants:

Mark W. Huston
Robert I. Cohen
Sarin Baghdikian
SILVERSTEIN & HUSTON
huston@silversteinhuston.com
701 South Parker Street, Suite 3900
Orange, California 92868
Telephone: (714) 547-2511

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section

583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

09 / 09 / 2024

By:

PLAINTIFF

Rebecca Hannett

Rebecca Hannett
Personally, and as Class Representative

PLAINTIFF

DATED: 09 / 06 / 2024

Mitzi Yaloha Burciaga

Mitzi Yaloha Burciaga
Personally, and as Class Representative

DEFENDANT

DATED: 9-5-24

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

DEFENDANT

DATED: 9-5-24

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

DEFENDANT

DATED: 9-5-24

Willard Clayton Gililand
Willard Clayton Gililand

APPROVED AS TO FORM:

DATED: 9/11/2024

DOMB & RAUCHWERGER LLP



Zack Domb
Devin Rauchwerger
Jeffrey Jackson
Attorneys for Plaintiffs

DATED: 9/19/2024

LAWYERS for JUSTICE, PC



Edwin Aiwan
Arby Aiwan
Joanna Ghosh
~~Vartan Madoyan~~ Elizabeth Parker-Fawley
Attorneys for Plaintiffs

DATED: 9-5-2024

SILVERSTEIN & HUSTON



Mark W. Huston
Robert I. Cohen
Sarin Baghdikian
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Tel: (818) 265-1020 / Fax: (818) 265-1021

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 GILILLAND,
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 Gililand 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 Gililand 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:

Zack I. Domb

E-Mail zack@dombrauchwerger.com

Devin Rauchwerger

E-Mail devin@dombrauchwerger.com

DOMB & RAUCHWERGER LLP

1055 East Colorado Blvd., Fifth Floor

Pasadena, California 91106

Telephone: (213) 537-9225

Joanna Ghosh

E-Mail joanna@calljustice.com

Edwin Aiwarzian

E-Mail Edwin@calljustice.com

Arby Aiwarzian

E-Mail arby@calljustice.com

Elizabeth Parker-Fawley

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LAWYERS for JUSTICE, PC

450 North Brand Blvd., Suite 900

Glendale, California 91203

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

To Defendants:

Mark W. Huston

Robert I. Cohen

Sarin Baghdikian

SILVERSTEIN & HUSTON

huston@silversteinhuston.com

1551 N. Tustin Ave., Suite 3900

Santa Ana, CA 92705

Telephone: (714) 547-2511

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.
Attorneys for Defendant Serendipity Hearing,
Inc., Sonus Hearing Care Professionals and
Willard Clayton Gililland

EXHIBIT 2

CONSENT TO AGREEMENT RE: DIVISION OF ATTORNEYS' FEES AND COSTS

Rebecca Hannett states as follows:

1. I have been advised in writing that Lawyers *for* Justice, PC and Domb & Rauchwerger LLP (collectively "Attorneys") agree to share attorneys' fees awarded by the Court or generated as a result of the actions entitled *Hannett vs. Serendipity Hearing, Inc. (Class)*, Superior Court of California, Orange County, Case No. 30-2021-01216930-CU-OE-CXC, and *Hannett vs. Serendipity Hearing, Inc. (PAGA)*, Superior Court of California, Orange County, Case No. 30-2021-01229201-CU-OE-CXC (the "Actions").

2. I understand that, unless otherwise ordered by the Court, the attorneys' fees awarded by the Court or generated as a result of the Actions, will be divided as follows:

Lawyers <i>for</i> Justice, PC	80%
Domb & Rauchwerger LLP	20%

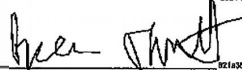
3. I understand that the total fees charged by all attorneys is not increased solely by reason of the agreement to divide fees.

4. My attorneys have answered any and all questions that I have about the proposed division of attorneys' fees. I understand the proposed division of attorneys' fees fully.

5. I further understand that Attorneys have incurred and/or will incur, and will seek to recover and obtain reimbursement of, the costs and expenses incurred in their respective cases, and that unless otherwise ordered by the Court, the Attorneys will receive reimbursement of all reasonable out of pocket costs and expenses that they incurred in the Actions.

The undersigned hereby consent to the division of attorneys' fees.

Dated: 05/12/2024



2024-05-13 12:28:55 UTC - 35,148,11,78

Rebecca Hannett

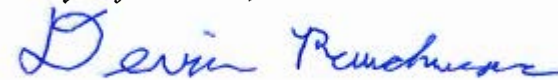
Dated:

May 13, 2024



Lawyers *for* Justice, PC

Dated: May 13, 2024



Domb & Rauchwerger LLP

CONSENT TO AGREEMENT RE: DIVISION OF ATTORNEYS' FEES AND COSTS

Mitzi Yaloha Burciaga states as follows:

1. I have been advised in writing that Lawyers for Justice, PC and Domb & Rauchwerger LLP (collectively "Attorneys") agree to share attorneys' fees awarded by the Court or generated as a result of the actions entitled *Burciaga vs. Serendipity Hearing, Inc. (Class & PAGA)*, Superior Court of California, Los Angeles County, Case No. 23STCV24334 (the "Action").

2. I understand that, unless otherwise ordered by the Court, the attorneys' fees awarded by the Court or generated as a result of the Action, will be divided as follows:

Lawyers for Justice, PC	80%
Domb & Rauchwerger LLP	20%

3. I understand that the total fees charged by all attorneys is not increased solely by reason of the agreement to divide fees.

4. My attorneys have answered any and all questions that I have about the proposed division of attorneys' fees. I understand the proposed division of attorneys' fees fully.

5. I further understand that Attorneys have incurred and/or will incur, and will seek to recover and obtain reimbursement of, the costs and expenses incurred in their respective cases, and that unless otherwise ordered by the Court, the Attorneys will receive reimbursement of all reasonable out of pocket costs and expenses that they incurred in the Action.

The undersigned hereby consent to the division of attorneys' fees.

Dated: 04/26/2024

Electronically signed
2024-04-26 21:21:18 UTC - 104.28.85.108
Mitzi Yaloha Burciaga

Dated: May 1, 2024

Lawyers for Justice, PC

Dated: 04/19/2024

Domb & Rauchwerger LLP

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 03/27/2025

TIME: 02:00:00 PM

DEPT: CX104

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: V. Harting

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2021-01216930-CU-OE-CXC** CASE INIT.DATE: 08/16/2021

CASE TITLE: **Hannet vs. Serendipity Hearing, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74417842

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Mitzi Yaloha Burciaga, Rebecca Hannet

CAUSAL DOCUMENT/DATE FILED: Motion - Other Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement, 11/01/2024

APPEARANCES

No Appearance by all parties

Tentative Ruling posted on the Internet.

The Court confirms the tentative ruling, a copy of which is attached hereto and incorporated herein by reference.

Hannet v. Serendipity Hearing, Inc., et al.
Case No. 30-2021-01216930

Court's Final Ruling

Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement

The court has reviewed and considered the papers filed in support of plaintiffs' motion for preliminary approval of a \$325,000 class action and PAGA settlement. The court has the following questions and comments:

1. Were the motion and supporting declarations served on the LWDA? Plaintiffs must file with the court a proof of service identifying the specific documents served on the LWDA, when plaintiffs served the documents, and how service was effected.

As to the settlement:

2. The parties should provide the estimated high and low payments to class members, and the estimated high, low and average PAGA payments.
3. The parties should provide each plaintiff's anticipated total compensation to be received (including for any individual claims and excluding any enhancement payment).
4. The "Release by Participating Class Members" provision is overbroad. Settlement Agreement ¶ 6.2. The release of the class members' claim must be fairly tailored to the claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in the operative complaints (and the operative complaint for each case should be identified by filing date).
5. The "Release by Aggrieved Employees" provision is overbroad. Settlement Agreement ¶ 6.3. Releases for aggrieved employees other than plaintiffs should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaints (and each operative complaint for each should be identified by filing date) and the notice letter(s) to the LWDA.
6. The first sentence of paragraph 6 should include Aggrieved Employees.
7. The Response Deadline paragraph 1.43 should include disputes.
8. Paragraph 8.6 of the settlement agreement should be revised to state: (i) the parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute.
9. While the court will not determine the amount of attorneys' fees to be awarded until final approval, the court is unlikely to approve attorneys' fees in excess of 30% of the gross settlement amount absent unique circumstances. Plaintiffs' counsel should

address in the supplemental filing whether any such unique circumstances exist here.

10. While the court will not determine the amount of any enhancement awards to be paid to plaintiffs until final approval, the court is unlikely to approve per plaintiff enhancement awards in excess of \$5,000 absent unique circumstances. Plaintiffs should address in the supplemental filing whether any such unique circumstances exist here.

11. The PAGA notice letters should be filed with the court.

As to the notice:

1. The notice should be revised consistent with the above.
2. The title of the notice and throughout should include "and PAGA" after "class" and before "settlement."
3. In the fourth paragraph on page 1 of the notice, the second "workweeks" should be changed to "pay periods," and "or pay periods" should be inserted after "workweeks" in the second sentence of the same paragraph. See Settlement Agreement ¶ 3.2.5.1.
4. In section 1 on page 4 of the notice, the word "strongly" should be removed.
5. In section 2 on page 4 of the notice, the word "lengthy" should be removed in the first paragraph and the word "strongly" should be removed in the second paragraph.
6. The notice should advise the aggrieved employees that they will be bound by the PAGA release even if they do not cash their checks.
7. The court prefers that the notice be accompanied by a separate exclusion form and separate objection form. The settlement agreement and notice should be revised accordingly.
8. Section 4 of the notice regarding resolution of disputes should be revised as stated above.
9. Section 6 of the notice should state the exclusion form may be faxed, emailed or mailed to the settlement administrator.
10. The second sentence of the first paragraph of section 7 of the notice should be removed.
11. The phrase starting with "for example" in the first sentence of the second paragraph of section 7 should be removed.
12. Section 7 of the notice should state the objection form may be faxed, emailed or mailed to the settlement administrator.
13. Section 9 of the notice should state the judgment will be posted on the settlement administrator's website for at least 180 days.
14. Should the notice packet be translated into any language(s) other than Spanish?

As to the proposed order (ROA 140):

15. The proposed order should be revised consistent with the above.
16. Counsel's information should be removed from the caption page.
17. Paragraph 1 should include the court's preliminary findings that the settlement is fair, adequate and reasonable, and in the best interests of the class members. Paragraph 6 should accordingly be removed.
18. In paragraph 5, the word "preliminarily" should be added before "appointed" in two places.
19. The following paragraph should be added to the proposed order: "The court orders the parties and the settlement administrator to carry out their duties and obligations in accordance with terms of the settlement agreement."
20. The proposed order should state the gross settlement amount, the PAGA allocation, and the not-to-exceed amounts for plaintiffs' respective enhancement award, attorneys' fees, litigation costs and settlement administration costs.
21. The settlement agreement and any amendments thereto and the class notice packet (including a certified Spanish-language translation) should be attached to the proposed order as exhibits.
22. The proposed order should include a provision the court will retain jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.
23. The parties should propose a date for the final approval hearing. The court holds final approval hearings on Thursdays at 2:00 p.m. The motion for final approval should be filed and served at least 16 court days before the final approval hearing.

The hearing on plaintiff's motion for preliminary approval of a class action and PAGA settlement is continued to July 24, 2025 at 2:00 p.m. in Department CX104 to permit the parties to address and respond to the above issues. See *also* Department CX104 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement is directed, rather than "amended settlement agreement," to streamline the court's review. The parties shall also provide redlined copies of any revised documents.

Clerk to give notice to plaintiffs; Plaintiffs are ordered to provide notice, including to the LWDA, and to file a proof of service. Plaintiffs must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.

EXHIBIT 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Hannett vs. Serendipity Hearing, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2021-01229201-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Minute Order dated 07/24/25, was transmitted electronically by an Orange County Superior Court email server on July 28, 2025, at 10:18:08 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

DOMB & RAUCHWERGER LLP
DEVIN@DOMBRAUCHWERGER.COM

DOMB & RAUCHWERGER LLP
JEFF@DOMBRAUCHWERGER.COM

DOMB & RAUCHWERGER LLP
ZACK@DOMBRAUCHWERGER.COM

SILVERSTEIN & HUSTON
HUSTON@SILVERSTEINHUSTON.COM

Clerk of the Court, by: V. Harting, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 07/24/2025

TIME: 02:00:00 PM

DEPT: CX105

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: V. Harting

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2021-01229201-CU-OE-CXC** CASE INIT.DATE: 10/29/2021

CASE TITLE: **Hannett vs. Serendipity Hearing, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74524562

EVENT TYPE: Status Conference

APPEARANCES

No Appearance by all parties

Related Cases:

2021-01216930 – *Hannet vs. Serendipity Hearing, Inc.*

2021-01229201 – *Hannett vs. Serendipity Hearing, Inc.*

Tentative Ruling posted on the Internet.

The Court confirms the tentative ruling as follows:

Status Conference in Case No. 2021-01229201

In light of the court's concurrent ruling on plaintiffs' motion for approval of a class action and PAGA settlement in Case No. 2021-01216930, the July 24, 2025 status conference in Case No. 2021-01229201 is continued to January 15, 2026 at 2:00 p.m. in Department CX105.

Clerk to give notice.

**LAW & MOTION CALENDAR
TENTATIVE RULINGS**

July 24, 2025

**Judge Melissa R. McCormick
Dept. CX105**

Department CX105 hears law and motion on Thursdays at 2:00 p.m.

Court reporters: Official court reporters typically are not provided in this department for any proceedings. If the parties desire the services of a court reporter, the parties should follow the procedures set forth on the court's website at www.occourts.org.

Tentative rulings: The court endeavors to post tentative rulings on the court's website by 9:00 a.m. the day of the hearing. Tentative rulings may not be posted in every case. Please do not call the department for tentative rulings if tentative rulings have not been posted.

Submitting on tentative rulings: If all parties intend to submit on the tentative ruling and do not desire oral argument, please advise the courtroom clerk or courtroom attendant by calling (657) 622-5305. Please do not call the department unless all parties submit on the tentative ruling. If all parties submit on the tentative ruling and so advise the court, the tentative ruling will become the court's final ruling and the prevailing party shall give notice of the ruling.

Appearances and public access: Appearances, whether in person or remote, must comply with Civil Procedure Code section 367.75, California Rule of Court 3.672, Orange County Superior Court Local Rule 375, and Orange County Superior Court Appearance Procedure and Information—Civil Unlimited and Complex (pub. 9/9/22).

Unless the court orders otherwise, remote appearances will be conducted via Zoom. All counsel and self-represented parties appearing via Zoom must check in through the court's civil remote appearance website before the hearing begins. Check-in instructions are available on the court's website.

The public may attend hearings by coming to court or via remote access as described above.

Photographing, filming, recording and/or broadcasting court proceedings are prohibited unless authorized pursuant to California Rule of Court 1.150 or Orange County Superior Court Local Rule 180.

Non-appearances: If nobody appears for the hearing and the court has not been notified that all parties submit on the tentative ruling, the court shall determine whether the matter is taken off calendar or the tentative ruling becomes the final ruling. The court also might make a different order. See *Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442 n.1.

NO.	CASE NAME	MATTER
1	Balderrama v. Omni Enterprise Inc. 2022-01256174	<u>Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers, including the supplemental papers (as well as the Second Supplemental Melmed Declaration (ROA 153) and the Matlock Declaration (ROA 155)), filed in support of plaintiff's motion for preliminary approval of a \$325,000 class action and PAGA settlement. The court has the following questions and comments:

3	Castillo v. CTC Global Corporation 2023-01305000	<u>Status Conference in Case No. 2023-01305000</u> In light of the court's concurrent ruling on plaintiff's motion for approval of a class action and PAGA settlement in Case No. 2022--1292772, the July 24, 2025 status conference in Case No. 2023-01305000 is continued to <u>January 8, 2026 at 2:00 p.m.</u> in Department CX105. Clerk to give notice.
4	Gonzalez-Aplin v. PRJKT Concessions, Inc. 2020-01139806	<u>Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiff's motion for preliminary approval of a \$350,000 class action and PAGA settlement. Subject to plaintiff's submission of the documents identified below, the court grants the motion as follows: \$10,000.00 for plaintiff's enhancement payment (not to exceed); \$116,666.67 for attorneys' fees (not to exceed to 33.33% of gross settlement amount); \$20,000.00 for litigation costs (not to exceed); \$10,000.00 for settlement administration costs (not to exceed); and \$25,000.00 total PAGA penalties (\$18,750.00 to LWDA). Plaintiff is ordered to file and serve by <u>July 31, 2025</u> a copy of the proposed order with all exhibits attached, including a copy of the settlement agreement, a <u>fully executed</u> copy of Amendment No. 1 thereto, and a <u>revised notice</u> (in English and Spanish) that corrects the court department (CX105) throughout the document. The final approval hearing is scheduled for <u>February 19, 2026 at 2:00 p.m.</u> in Department CX105. The motion for final approval shall be filed at least 16 court days before the hearing. See Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service.
5	Hannet v. Serendipity Hearing, Inc. 2021-01216930	<u>Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiffs' motion for preliminary approval of a \$325,000 class action and PAGA settlement. The court has the following questions and comments: <u>As to the settlement:</u>

		1. The amendment to the settlement agreement is not signed by the parties and appears to be missing text at the bottom of page 5. Supp. Rauchwerger Decl. (ROA 173) Ex. 4. 2. The settlement agreement states the settlement is intended to settle Case No. 2021-01229201, but the releases in the amendment to the settlement agreement refer only to Case No. 2021-01216930 (Supp. Rauchwerger Decl. (ROA 173) Ex. 4), and Case No. 2021-01229201 remains pending. How and when do the parties intend to resolve <i>Hannett v. Serendipity Hearing, Inc.</i>, Case No. 2021-01229201? 3. In its March 27, 2025 order (ROA 164), the court ordered the parties to provide the estimated high, low and average PAGA payments. The Supplemental Brief (ROA 177 at 4:6) states the estimated high PAGA payment is \$60.32. The Supplemental Rauchwerger Declaration (ROA 173 at ¶ 7) states the estimated high PAGA payment is \$121.44. This discrepancy should be addressed in the supplemental filing. 4. In its March 27, 2025 order (ROA 164), the court ordered the parties to provide each plaintiff's anticipated total compensation to be received (including for any individual claims and excluding any enhancement payment). Plaintiffs have provided their estimated individual class and PAGA payments in the supplemental filing, but they have not stated whether they anticipate receiving any compensation for any individual claims. This issue should be addressed in the supplemental filing. 5. In its March 27, 2025 order (ROA 164), the court stated that the "Release by Participating Class Members" provision was overbroad. The court stated that the release of the class members' claim must be fairly tailored to the claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in the operative complaint(s). The "Release by Participating Class Members" provision in the amendment to the settlement agreement remains overbroad. Supp. Rauchwerger Decl. (ROA 173) Ex. 4 (¶ E). The phrase "including but not limited to" should be replaced with "which are the." The phrase "which are premised upon the aforementioned wage and hour violations" should be removed, as it is unclear to what it refers and it appears redundant of prior text in the same paragraph. 6. In its March 27, 2025 order (ROA 164), the court stated that the "Release by Aggrieved Employees" provision was overbroad. The court stated that releases for aggrieved employees other than plaintiffs should not
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		release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint(s) and the notice letter(s) to the LWDA. The "Release by Aggrieved Employees" provision in the amendment to the settlement agreement remains overbroad. Supp. Rauchwerger Decl. (ROA 173) Ex. 4 (¶ F). The phrase "including but not limited to" should be replaced with "which are the." The phrase "which are premised upon the aforementioned wage and hour violations" should be removed, as it is unclear to what it refers and it appears redundant of prior text in the same paragraph. 7. In its March 27, 2025 order (ROA 164), the court stated that while it will not determine the amount of attorneys' fees to be awarded until final approval, the court is unlikely to approve attorneys' fees in excess of 30% of the gross settlement amount absent unique circumstances. The court stated that plaintiffs' counsel should address in the supplemental filing whether any such unique circumstances exist here. The circumstances described in plaintiffs' counsel's declaration (Supp. Parker-Fawley Decl. (ROA 169) ¶ 2) are not unique. The court remains unlikely to approve attorneys' fees in excess of 30% of the gross settlement amount in this case. 8. In its March 27, 2025 order (ROA 164), the court stated that while it will not determine the amount of any enhancement awards to be paid to plaintiffs until final approval, the court is unlikely to approve per plaintiff enhancement awards in excess of \$5,000 absent unique circumstances. The court stated that plaintiffs should address in the supplemental filing whether any such unique circumstances exist here. Neither plaintiff has done so, and the circumstances described in plaintiffs' counsel's declaration (Supp. Parker-Fawley Decl. (ROA 169) ¶ 3) are not unique. The court remains unlikely to approve per plaintiff enhancement awards in excess of \$5,000 in this case. 9. The settlement agreement has not been amended to address the exclusion and objection forms. Settlement Agreement ¶¶ 8.5.1, 8.7.2. <u>As to the notice:</u> 10. The notice should be revised consistent with the above. 11. The court department (CX105) should be updated throughout the notice. 12. The notice states that the exclusion and objection forms "may (but are not required)" to be used. Supp. Rauchwerger Decl. (ROA 173) Ex. 4. The exclusion and objection forms state that they "must" be used. <i>Id.</i> This
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		discrepancy should be addressed in the supplemental filing. 13. On the exclusion form, the bolded paragraph after the settlement administrator's mailing address should be removed, as it is redundant of other statements on the form. The exclusion form should be reformatted to fit on one page. 14. On the objection form, the paragraph after the settlement administrator's mailing address should be removed, as it is redundant of other statements on the form. The objection form should be reformatted to fit on one page. <u>As to the proposed order (ROA 171):</u> 15. The proposed order should be revised consistent with the above. 16. The court department (CX105) should be updated throughout the document. 17. The references the Supplemental Rauchwerger Declaration and its exhibits should be removed, as the same documents should be attached to and identified in the proposed order. 18. In its March 27, 2025 order (ROA 164), the court stated that the settlement agreement and any amendments thereto and the class notice packet (including a certified Spanish-language translation) should be attached to the proposed order as exhibits. The settlement agreement is not attached to the proposed order (ROA 171). The hearing on plaintiff's motion for preliminary approval of a class action and PAGA settlement is continued to <u>January 15, 2026 at 2:00 p.m.</u> in Department CX105 to permit the parties to address and respond to the above issues. <i>See also</i> Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. <u>If required, an amendment to the settlement agreement is directed, rather than "amended settlement agreement," to streamline the court's review.</u> The parties shall also provide redlined copies of any revised documents. Plaintiffs are ordered to provide notice, including to the LWDA, and to file a proof of service. Plaintiffs must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.
6	Hannet v. Serendipity Hearing, Inc. 2021-01229201	<u>Status Conference in Case No. 2021-01229201</u> In light of the court's concurrent ruling on plaintiffs' motion for approval of a class action and PAGA settlement in Case No. 2021-01216930, the July 24, 2025 status conference in Case

		No. 2021-01229201 is continued to <u>January 15, 2026 at 2:00 p.m.</u> in Department CX105. Clerk to give notice.
7	Kondori v. Mission Imports 2022-01295280	<u>Plaintiffs' Motion for Approval of PAGA Settlement</u> The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiffs' motion for approval of a \$395,000 PAGA settlement. The court has the following questions and comments: <u>As to the settlement:</u> 1. In its April 24, 2025 order (ROA 72), the court noted that plaintiffs' counsel stated that plaintiffs would dismiss the class claims as part of the settlement. Genish Decl. (ROA 63) ¶ 14. The court inquired as to when the request for dismissal of the class claims and accompanying declaration would be filed. The Supplemental Blanchard Declaration (ROA 83) states that a request for dismissal of the class claims will be filed after plaintiffs' first amended complaint adding a new, additional defendant (Foothill Ranch Imports, LLC) has been filed. Supp. Blanchard Decl. (ROA 83) at 2:1-6. What relevance does the filing of a first amended complaint have to dismissal of the class claims? 2. In its April 24, 2025 order (ROA 72), the court noted that the LWDA letter states plaintiffs were employed by "Mission Auto Parts," which is not party to the lawsuit or included in the settlement agreement. The court asked what Mission Auto Parts is, and whether plaintiffs' LWDA letter is sufficient if it did not identify the defendant in the lawsuit. 4/24/25 Order (ROA 73) No. 3. The Supplemental Blanchard Declaration (ROA 83 at 2:7-15) states, on information and belief, that Mission Auto Parts is not a legal entity nor a dba for Mission Imports or Foothill Ranch Imports, LLC, but that the parties "deemed" the LWDA notice letter sufficient because it was sent to the correct address for Mission Imports "and was understood by Mission Imports to be intended for them." Attorney Blanchard also states that defendant's declaration "to be filed by Defendant on the same date" as Attorney Blanchard's declaration (i.e., July 11, 2025) also addresses this issue. As an initial matter, Attorney Blanchard's explanation of Mission Auto Parts' status, stated on information and belief, is insufficient. In addition, the court file does not contain a declaration filed by defendant on July 11, 2025 or any time after the court issued the April 24, 2025 order. The parties are ordered to address this issue with appropriate evidence in the supplemental filing. 3. In its April 24, 2025 order (ROA 72), the court noted that the settlement agreement defines the "Aggrieved

EXHIBIT 5

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Hannett vs. Serendipity Hearing, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2021-01229201-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Minute Order dated 01/15/26, was transmitted electronically by an Orange County Superior Court email server on January 16, 2026, at 9:17:34 AM PST. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

DOMB & RAUCHWERGER LLP
DEVIN@DOMBRAUCHWERGER.COM

DOMB & RAUCHWERGER LLP
JEFF@DOMBRAUCHWERGER.COM

DOMB & RAUCHWERGER LLP
ZACK@DOMBRAUCHWERGER.COM

SILVERSTEIN & HUSTON
HUSTON@SILVERSTEINHUSTON.COM

Clerk of the Court, by: V. Harting, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 01/15/2026 TIME: 02:00:00 PM DEPT: CX105

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: V. Harting

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2021-01229201-CU-OE-CXC** CASE INIT.DATE: 10/29/2021

CASE TITLE: **Hannett vs. Serendipity Hearing, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74619204

EVENT TYPE: Status Conference

APPEARANCES

No appearance by all parties.

Related Cases:

2021-01216930 – *Hannet vs. Serendipity Hearing, Inc.*

2021-01229201 – *Hannett vs. Serendipity Hearing, Inc.*

Tentative Ruling posted on the Internet.

All parties submitted on the Court's tentative ruling.

The Court confirms the tentative ruling as follows:

The status conference scheduled for January 15, 2026 at 2:00 p.m. is vacated.

An Order to Show Cause re Dismissal is scheduled for June 4, 2026 at 2:00 p.m. in Department CX105.

Plaintiffs are ordered to appear. Failure to appear will result in dismissal of the entire action.

Clerk to give notice.

**LAW & MOTION CALENDAR
TENTATIVE RULINGS**

January 15, 2026

**Judge Melissa R. McCormick
Dept. CX105**

Department CX105 hears law and motion on Thursdays at 2:00 p.m.

Court reporters: Official court reporters typically are not provided in this department for any proceedings. If the parties desire the services of a court reporter, the parties should follow the procedures set forth on the court's website at www.occourts.org.

Tentative rulings: The court endeavors to post tentative rulings on the court's website by 9:00 a.m. the day of the hearing. Tentative rulings may not be posted in every case. Please do not call the department for tentative rulings if tentative rulings have not been posted.

Submitting on tentative rulings: If all parties intend to submit on the tentative ruling and do not desire oral argument, please advise the courtroom clerk or courtroom attendant by calling (657) 622-5305. Please do not call the department unless all parties submit on the tentative ruling. If all parties submit on the tentative ruling and so advise the court, the tentative ruling will become the court's final ruling and the prevailing party shall give notice of the ruling.

Appearances and public access: Appearances, whether in person or remote, must comply with Civil Procedure Code section 367.75, California Rule of Court 3.672, Orange County Superior Court Local Rule 375, and Orange County Superior Court Appearance Procedure and Information—Civil Unlimited and Complex (pub. 9/9/22).

Unless the court orders otherwise, remote appearances will be conducted via Zoom. All counsel and self-represented parties appearing via Zoom must check in through the court's civil remote appearance website before the hearing begins. Check-in instructions are available on the court's website.

The public may attend hearings by coming to court or via remote access as described above.

Photographing, filming, recording and/or broadcasting court proceedings are prohibited unless authorized pursuant to California Rule of Court 1.150 or Orange County Superior Court Local Rule 180.

Non-appearances: If nobody appears for the hearing and the court has not been notified that all parties submit on the tentative ruling, the court shall determine whether the matter is taken off calendar or the tentative ruling becomes the final ruling. The court also might make a different order. See *Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442 n.1.

NO.	CASE NAME	MATTER
1	Anderson v. Western Pacific Med-Corp. 2023-01359989	<u>Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers filed in support of plaintiff's motion for final approval of a \$1,145,000 class action and PAGA settlement. The court grants the motion as follows: \$5,000.00 for enhancement award to plaintiff;

		Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. <u>If required, an amendment to the settlement agreement shall be submitted, rather than an "amended settlement agreement," to streamline the court's review of the documents.</u> The parties shall provide redlined copies of any revised documents (e.g., revised settlement agreement, revised notice, revised proposed order). Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service. No earlier hearing date is available for this motion.
4	Hannett, et al. v. Serendipity Hearing, Inc., et al. 2021-01216930	<u>Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiffs' motion for preliminary approval of a \$325,000 class action and PAGA settlement. Subject to plaintiffs' submission of the documents identified below, the court grants the motion as follows: \$5,000.00 for each named plaintiff's enhancement payment (not to exceed; together, total not to exceed \$10,000.00); \$97,500.00 for attorneys' fees (not to exceed); \$25,000.00 for litigation costs (not to exceed); \$10,000.00 for settlement administration costs (not to exceed); and \$30,000.00 total PAGA penalties (\$22,500.00 to LWDA). 1. In its March 27, 2025 order (ROA 164) and July 24, 2025 order (ROA 179), the court ordered the parties to provide each plaintiff's anticipated total compensation to be received (including for any individual claims and excluding any enhancement payment). Plaintiffs' counsel states that "[p]laintiffs are not receiving any compensation for individual claims as part of this settlement." Second Supp. Rauchwerger Decl. (ROA 195) ¶ 5. This statement does not directly respond to the court's orders, which ordered plaintiffs to state whether they anticipate receiving any compensation for any individual claims. The court's orders do not contain the limitation "as part of this settlement." Plaintiffs and plaintiffs' counsel must state in declarations filed with the court by January 22, 2026 whether plaintiffs anticipate receiving any compensation for any individual claims. 2. The court's July 24, 2025 order (Item No. 12, ROA 179) states: "The notice states that the exclusion and

		objection forms 'may (but are not required)' to be used. . . . The exclusion and objection forms state that they 'must' be used. . . . This discrepancy should be addressed in the supplemental filing." The objection form still states, in the paragraph beginning with "[i]f you wish to object to the Class Settlement," "you must . . . return this form by mail" Plaintiffs are ordered to file by January 22, 2026 a copy of the notice with its attachments, including a revised objection form that addresses this issue. In addition, the notice should be revised to state the above not-to-exceed amounts. 3. In its March 27, 2025 order (ROA 164) and July 24, 2025 order (ROA 179), the court stated that the settlement agreement and any amendments thereto and the class notice packet (including a certified Spanish-language translation) should be attached to the proposed order as exhibits. For clarity, one copy of the settlement agreement, one copy of the amendment to the settlement agreement, and one copy of the notice packet (in English and Spanish) should be attached to the proposed order as exhibits. Extra and/or superseded copies of the notice should not be attached to the proposed order as exhibits. Plaintiffs are ordered to lodge by January 22, 2026 a copy of the proposed order with <u>one</u> copy of the settlement agreement, <u>one</u> copy of the amendment to the settlement agreement, and <u>one</u> copy of the notice packet (in English and Spanish) should be attached to the proposed order as exhibits. In addition, the proposed order should state the above not-to-exceed amounts. The final approval hearing is scheduled for <u>June 4, 2026 at 2:00 p.m.</u> in Department CX105. The motion for final approval shall be filed at least 16 court days before the hearing. See Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service.
5	Hannett v. Serendipity Hearing, Inc., et al. 2021-01229201	<u>Status Conference in Case No. 2021-01229201</u> The status conference scheduled for January 15, 2026 at 2:00 p.m. is vacated. An Order to Show Cause re Dismissal is scheduled for <u>June 4, 2026 at 2:00 p.m.</u> in Department CX105. Plaintiffs are ordered to appear. Failure to appear will result in dismissal of the entire action. Clerk to give notice.
6	Johnson, et al. v. Incredible Marketing, et al.	Off calendar.

	2020-01136404	
7	Kondori, et al. v. Mission Imports 2022-01295280	<u>Plaintiffs' Motion for Approval of PAGA Settlement</u> The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiffs' motion for approval of a \$395,000 PAGA settlement. The court has the following questions and comments: <u>As to the settlement:</u> 1. In its April 24, 2025 order (ROA 72), the court noted that the settlement agreement defines the "Aggrieved Employees" as: "All current and former hourly, non-exempt employees and commissioned employees who worked for Mission Imports and Foothill Ranch Imports, LLC from October 31, 2021 through January 19, 2024." The court asked, as Foothill Ranch Imports, LLC is not a party to the lawsuit and is not included in the release, why that entity was included in the definition of "Aggrieved Employees." In its July 24, 2025 order (ROA 87), the court noted that, in response to the April 24, 2025 order, regarding Foothill Ranch Imports, LLC, the Supplemental Blanchard Declaration (ROA 83) states that "[i]n the course of mediation and settlement, it was agreed among the Parties that the settlement would also encompass another dealership location with the same ownership, the same executive management, and substantial overlap in wage and hour policies and practices." The court denied the parties' request for an order permitting the filing of a first amended complaint adding Foothill Ranch Imports, LLC for lack of a sufficient explanation for the court to conclude the requested amendment should be allowed at this juncture. 7/11/25 Order (ROA 75). The court stated that its denial was without prejudice to the parties submitting additional information supporting their request with the supplemental filings. In its July 24, 2025 order (ROA 87) the court ordered the parties to address in the supplemental filing, among other issues: (1) whether either plaintiff worked for Foothill Ranch Imports, LLC, and if so, when; (2) the claims or potential claims purportedly alleged against Foothill Ranch Imports, LLC; (3) the discovery plaintiffs conducted with respect to claims or potential claims against Foothill Ranch Imports, LLC; (4) how plaintiffs' counsel valued the claims or potential claims against Foothill Ranch Imports, LLC; (5) the number of aggrieved employees employed by Mission Imports during the PAGA Period, the number employed by Foothill Ranch Imports, LLC during the PAGA Period, and

EXHIBIT 6

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

13 REBECCA HANNETT, individually, and
14 on behalf of other members of the general
15 public similarly situated; MITZI
16 YALOHA BURCIAGA, individually, and
17 on behalf of other members of the general
18 public similarly situated and on behalf of
19 other aggrieved employees pursuant to the
20 California Private Attorneys General Act;

21 Plaintiffs,

22 vs.

23 SERENDIPITY HEARING, INC., a
24 California corporation; WILLARD
25 CLAYTON GILILLAND, individually;
26 SONUS HEARING CARE
27 PROFESSIONALS, an unknown business
28 entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2021-01216930-CU-OE-CXC
(Related to Case No.: 30-2021-01229201)

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Dept.: CX105

Judge: Hon. Melissa R. McCormick

1 On January 15, 2026 at 2:00 p.m. the Motion for Preliminary Approval of Class Action and
2 PAGA Settlement filed by Plaintiffs Rebecca Hannett and Mitza Yaloha Burciaga ("Plaintiffs") came for
3 hearing in Department CX105 of the Orange County Civil Complex Center, located at 751 W. Santa Ana
4 Blvd Santa Ana, CA 92701.

5 After consideration of the evidence, the pleadings and papers filed by the parties in connection
6 therewith, arguments of counsel and all other matters presented to the Court, and good cause having
7 been shown, IT IS HEREBY ORDERED that Plaintiffs' Motion for Preliminary Approval of Class
8 Action and PAGA Settlement is GRANTED based on the conditions below.

9 NOW, THEREFORE, IT IS HEREBY ORDERED:

10 1. The Class Action and PAGA Settlement Agreement is attached to this Order as Exhibit
11 A. The Second Amendment to Class Action and PAGA Settlement Agreement is attached to this Order
12 as Exhibit B. (The Class Action and PAGA Settlement Agreement and the Second Amendment to Class
13 Action and PAGA Settlement Agreement are collectively referred to as "Settlement Agreement"). This
14 Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined
15 therein shall have the same meaning in this Order as set forth in the Settlement Agreement. The Court
16 hereby approves on a preliminary basis the Settlement Agreement as appearing to be fair, adequate and
17 reasonable, and in the best interests of the Class members.

18 2. The Gross Settlement Amount is \$325,000.

19 3. For settlement purposes only, the Court conditionally certifies the following settlement
20 class (the "Class Members" or "Settlement Class"): "all current and former hourly-paid or non-exempt
21 employees of Defendants in California employed during the Class Period." The "Class Period" means
22 the period from February 19, 2017 to March 1, 2024.

23 4. The Settlement Agreement also includes "Aggrieved Employees," which is defined as
24 "all current and former hourly-paid or non-exempt employees of Defendants in California employed
25 during the PAGA Period." "PAGA Period" means the period from February 29, 2020 to March 1, 2024.

26 5. Plaintiffs are hereby preliminarily appointed and designated as the representatives of the
27 class, and the following attorneys are hereby preliminarily appointed and designated as counsel for
28 Plaintiffs and the Class ("Class Counsel"):

1 Zack I. Domb
2 Devin Rauchwerger
3 DOMB & RAUCHWERGER LLP
4 1055 East Colorado Blvd., Fifth Floor
5 Pasadena, California 91106
6 Telephone: (213) 537-9225
7 Email: zack@dombrauchwerger.com
8 Email: devin@dombrauchwerger.com

9 Edwin Aiwazian
10 Arby Aiwazian
11 Joanna Ghosh
12 Elizabeth Parker-Fawley
13 LAWYERS *for* JUSTICE, PC
14 450 North Brand Blvd., Suite 900

15 Glendale, California 91203
16 Tel: (818) 265-1020 / Fax: (818) 265-1021
17 E-mail: edwin@calljustice.com
18 E-Mail: arby@calljustice.com
19 E-Mail: joanna@calljustice.com
20 E-Mail: elizabeth@calljustice.com

21 6. A final approval hearing shall be held before this Court at 2:00 p.m. on June 11, 2026 in
22 Department CX105 of the Orange County Civil Complex Center, located at 751 W. Santa Ana Blvd
23 Santa Ana, CA 92701, to determine all necessary matters concerning the Settlement, including: whether
24 the proposed settlement of the Action on the terms and conditions provided for in the Settlement
25 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether a
26 Judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
27 contained in the Settlement Agreement should be approved as fair, adequate and reasonable to the Class
28 Members. Furthermore, the Court will decide whether to approve Class Counsels' Fees in an amount not
to exceed \$97,500, Class Counsels' costs in an amount not to exceed \$25,000, Class Representative
Enhancement Payments to each of the two Class Representatives in an amount not to exceed \$5,000 per
Class Representative, the PAGA payment of \$30,000 (\$22,500 to the LWDA), and settlement
administration costs in an amount not to exceed \$10,000. The final approval hearing may be continued
without further notice.

7. The Parties shall file a Motion for Final Approval at least sixteen (16) court days prior to

1 the hearing.

2 8. The Court hereby preliminarily appoints Phoenix Class Action Administrators as
3 Settlement Administrator and orders the Settlement Administrator to administer the Settlement
4 Agreement in accordance with its terms.

5 9. The Court orders the Parties and the Settlement Administrator to carry out their duties
6 and obligations in accordance with the terms of the Settlement Agreement.

7 10. The Court hereby approves the Notice Packet attached as Exhibit C to this Order. The
8 Notice Packet is attached hereto as Exhibit C in English and Spanish.

9 11. The Court retains jurisdiction to enforce the Settlement Agreement pursuant to Code of
10 Civil Procedure section 664.6.

11 **IT IS SO ORDERED.**

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14 Dated: January 26, 2026



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16 MELISSA R. MCCORMICK
17 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 7

Date	Task	Domb & Rauchwerger LLP
	Investigation and Research	
5/16/2024	Obtain the NOA to be filed in the Hannett matter - discuss with LFJ	0.4
6/27/2024	Review OPC's comments and research the need for the Amendments; discuss with DER	0.7
	Pleadings and Court Filings	
6/7/2024	Prepare statement for OSC and have filed with the Court.	1.5
6/19/2024	Prepare the Statement for the Status Conference and forward to OPC	0.9
6/20/2024	Get the Status Conference report filed	0.3
2/21/2025	Draft declaration for order to show cause regarding dismissal.	1
7/8/2025	Draft amendment to complaint	1
7/24/2025	Evaluate court's tentative and determine next steps.	0.5
1/2/2026	Draft second supplemental briefing and supporting declarations as requested by the court and correspondence with defense counsel regarding same.	4.7
1/15/2026	Evaluate tentative from court and correspondence with defense counsel regarding same.	0.6
1/22/2026	Continue drafting supplemental papers to provide to court and correspondence with administrator regarding same.	0.8
	Letters and Correspondence	
2/9/2026	Correspondence with administrator and defense counsel regarding data for class administration.	0.4
	Mediation/Settlement	
6/19/2024	Prepare a Settlement Agreement pursuant to the MOU	5.5
6/20/2024	Make additional revisions the Settlement Agreement and forward to OPC	0.8
9/4/2024	Evaluate additional change to settlement agreement and correspondence with defense counsel regarding same.	0.5
10/1/2024	Start preparing the Motion for Preliminary Approval; draft the papers and research the damages figures	2.6
10/2/2024	Draft a Motion for Preliminary Approval	4.2
10/30/2024	Continue drafting motion for preliminary approval and all supporting documents.	5.9
11/1/2024	Continue drafting all documents related to motion for preliminary approval.	4.8
3/27/2025	Evaluate tentative ruling from court on motion for preliminary approval and discussion with defense counsel regarding same in order to make appropriate changes.	0.8
7/7/2025	Revise settlement agreement and class notice to reflect changes requested by the court and correspondence to defense counsel regarding same.	2.8
7/7/2025	Telephone call with clients regarding settlement agreement.	1
7/8/2025	Draft amended settlement agreement, supplemental briefing papers, supplemental declarations, revised class notice and revised proposed order.	10.4
7/28/2025	Telephone call with clients to discuss update on the case after further briefing on motion for preliminary approval.	0.7
1/1/2026	Telephone calls with clients regarding amendments to settlement agreement and next steps.	0.7
1/1/2026	continue drafting amendment to settlement agreement.	1.3
1/21/2026	Draft third supplemental papers on motion for preliminary approval to provide to the Court.	1.9
2/23/2026	Prepare joint statement and correspondence with Court regarding status of settlement in connection with Burciaga case.	0.9
5/18/2026	Draft motion for final approval.	5.6
5/19/2026	Continue drafting motion for final approval and all supporting declarations and documents, telephone calls with clients regarding same.	5.3
	Total:	68.5

EXHIBIT 8

Domb Rauchwerger LLP Case Cost Detail			
Rebecca Hannett, Mitzi Yaloha Burciaga, et al. v. Serendipity Hearing, Inc., et al.			
Date	Payee	Description	Amount
6/10/2024	InfoTrack	Attorney Service	\$ 19.15
6/11/2024	InfoTrack	Attorney Service	\$ 50.00
6/20/2024	InfoTrack	Attorney Service	\$ 17.20
6/20/2024	InfoTrack	Attorney Service	\$ 50.00
8/7/2024	Orange County Superior Court	Court Fees	\$ 7.50
8/8/2024	InfoTrack	Attorney Service	\$ 37.20
8/12/2024	InfoTrack	Attorney Service	\$ 17.20
8/19/2024	CaseAnywhere	Attorney Service	\$ 120.66
8/21/2024	InfoTrack	Attorney Service	\$ 17.20
10/31/2024	InfoTrack	Attorney Service	\$ 17.20
11/4/2024	InfoTrack	Attorney Service	\$ 75.00
11/5/2024	InfoTrack	Attorney Service	\$ 79.20
11/7/2024	CaseAnywhere	Attorney Service	\$ 147.00
2/14/2025	CaseAnywhere	Attorney Service	\$ 147.00
2/21/2025	InfoTrack	Attorney Service	\$ 22.70
4/3/2025	CaseAnywhere	Attorney Service	\$ 55.00
4/7/2025	CaseAnywhere	Attorney Service	\$ 49.00
4/9/2025	Orange County Superior Court	Court Fees	\$ 7.50
5/5/2025	CaseAnywhere	Attorney Service	\$ 49.00
6/3/2025	CaseAnywhere	Attorney Service	\$ 49.00
7/11/2025	InfoTrack	Attorney Service	\$ 19.20
7/14/2025	InfoTrack	Attorney Service	\$ 19.20
7/29/2025	InfoTrack	Attorney Service	\$ 19.20
8/5/2025	CaseAnywhere	Attorney Service	\$ 49.00
8/5/2025	CaseAnywhere	Attorney Service	\$ 49.00
9/29/2025	CaseAnywhere	Attorney Service	\$ 49.00
10/15/2025	CaseAnywhere	Attorney Service	\$ 49.00
11/13/2025	CaseAnywhere	Attorney Service	\$ 49.00
12/4/2025	CaseAnywhere	Attorney Service	\$ 50.47
1/5/2026	InfoTrack	Attorney Service	\$ 21.20
1/6/2026	InfoTrack	Attorney Service	\$ 21.20
1/21/2026	CaseAnywhere	Attorney Service	\$ 50.47
1/23/2026	InfoTrack	Attorney Service	\$ 21.20
2/4/2026	CaseAnywhere	Attorney Service	\$ 50.47
3/9/2026	CaseAnywhere	Attorney Service	\$ 50.47
5/8/2026	CaseAnywhere	Attorney Service	\$ 50.47
5/8/2026	CaseAnywhere	Attorney Service	\$ 50.47

5/12/2026	InfoTrack	Attorney Service	\$ 161.70
		Total:	\$ 1,864.43

EXHIBIT 9

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 **DOMB & RAUCHWERGER LLP**
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4 Pasadena, California 91106
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5 EDWIN AIWAZIAN, SBN 232943
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8 ELIZABETH PARKER-FAWLEY, SBN 301592
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410 West Arden Avenue, Suite 203
10 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

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

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

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

20 Plaintiffs,

21 vs.

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

26 Defendants.
27
28

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

**PROOF OF SERVICE RE: MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT TO LWDA**

Hearing Information:

Date: June 11, 2026
Time: 2:00 PM
Dept.: CX105
Judge: Hon. Melissa R. McCormick

PROOF OF SERVICE
(CCP §§ 1010.6, 1013, 2015.5; CRC 2.251)

I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is brenda@dombrauchwerger.com.

On May 19, 2026, I served the foregoing documents entitled:

- **NOTICE OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM IN SUPPORT THEREOF**
- **DECLARATION OF DEVIN E. RAUCHWERGER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF ELIZABETH PARKERFAWLEY IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF REBECCA HANNETT IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF MITZI YALOA BURCIAGA IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF KEVIN LEE ON BEHALF OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] FINAL ORDER AND JUDGMENT**

on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Via Online Submission – LWDA portal

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

☒ **[by ELECTRONIC SERVICE]** – I caused the documents to be sent to the persons via the Online Submission portal for the California Labor & Workforce Development Agency.

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

Executed May 19, 2026, at Sacramento County, California.

Brenda Camargo

Print Name

By:

Brenda Camargo

Signature