

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**
1055 East Colorado Blvd., Fifth Floor
4 Pasadena, California 91106
Telephone: (213) 537-9225

5 EDWIN AIWAZIAN, SBN 232943
E-mail: edwin@calljustice.com
6 ARBY AIWAZIAN, SBN 269827
E-Mail: arby@calljustice.com
7 JOANNA GHOSH, SBN 272479
E-Mail: joanna@calljustice.com
8 ELIZABETH PARKER-FAWLEY, SBN 301592
E-Mail: elizabeth@calljustice.com
9 **LAWYERS for JUSTICE, PC**
10 410 West Arden Avenue, Suite 203
Glendale, California 91203
11 Tel: (818) 265-1020 / Fax: (818) 265-1021

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
17 on behalf of other members of the general
public similarly situated; MITZI YALOA
18 BURCIAGA, individually, and on behalf of
other members of the general public
19 similarly situated and on behalf of other
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.
26
27
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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)

**SUPPLEMENTAL DECLARATION OF
DEVIN RAUCHWERGER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Information:

Date: July 24, 2025
Time: 2:00 PM
Dept.: CX104
Judge: Hon. Melissa McCormick

1 **SUPPLEMENTAL DECLARATION OF DEVIN RAUCHWERGER**

2 I, Devin Rauchwerger, declare as follows:

3 1. I am an attorney at law duly licensed to practice before all of the courts of the State
4 of California, and I am a partner at Domb & Rauchwerger LLP (“Class Counsel”) attorneys of
5 record for Plaintiff Rebecca Hannett (“Plaintiff Hannett”) and Plaintiff Mitzi Yaloha Burciaga
6 (“Plaintiff Burciaga”) (collectively “Plaintiffs” or “Class Representatives”) and the proposed
7 settlement class (the “Class”) in the above-captioned matter. Except as otherwise indicated, I have
8 personal knowledge of all matters set forth herein and, if called as a witness, could and would
9 competently testify thereto under oath. I submit this supplemental declaration in support of
10 Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement (the
11 “Motion”).

12 2. Attached hereto as **Exhibit 4** is a true and correct copy of the Amendment to Class
13 Action and PAGA Settlement Agreement and Class Action and PAGA Notice, which contains all of the
14 changes that were made as an amendment to the settlement agreement pursuant to the Court’s Order. The
15 revised Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court
16 Approval, along with the Exclusion Form and Objection Form, is attached as **Exhibit A** to the Amendment
17 to Class Action and PAGA Settlement Agreement, and as **Exhibit C** to the Revised Proposed Order
18 submitted concurrently with the Supplemental Briefing.

19 3. Attached hereto as **Exhibit 5** is a true and correct copy of the redline version of the revised
20 Class Action and PAGA Notice showing how it has been revised pursuant to the Court’s Order.

21 4. Pursuant to California Labor Code section 2699(l), the Settlement Agreement as well as
22 all original moving papers and supplemental papers have been provided to the Labor and Workforce
23 Development Agency and a proof of service has been concurrently filed via the LWDA’s website.
24 Attached hereto as **Exhibit 6** is a true and correct copy of the proof of services filed in connection
25 with Plaintiff Hannett’s August 25, 2021 PAGA Notice and Plaintiff Burciaga’s June 22, 2023
26 PAGA Notice.

27 5. My paralegal Jessica Delgado, who served the original Settlement Agreement on the
28 LWDA, is currently out on maternity leave. As such, I am uncertain whether all moving papers, including

1 the memorandum of points and authorities in support of the Motion for Preliminary Approval and
2 Declarations in support were served on the LWDA at the time the original Settlement Agreement was
3 served on the LWDA. As such, out of an abundance of caution, all papers, including both the original
4 briefing and supplemental briefing, were resent to the LWDA.

5 6. The Net Settlement Amount will be approximately \$121,500. The estimated Net
6 Settlement Amount of \$121,500 is calculated by taking the \$325,000 Gross Settlement Amount and
7 subtracting: the requested attorneys' fees of 38% of the Gross Settlement Amount (\$123,500),
8 reimbursement of litigation costs (in the maximum amount of \$25,000), Class Representative Service
9 Payments of \$7,500 to each of the named Plaintiffs, the LWDA PAGA Payment of \$30,000, and
10 Administrator Expenses Payment at the quoted amount of \$10,000. Based on these figures, the average
11 Individual Settlement Payment is approximately \$358.41. I calculate that the lowest Individual Settlement
12 Payment is approximately \$6.19 and the highest is approximately \$2,270.28 (assuming 366 workweeks
13 in the class period and the workweek value of \$6.19).

14 7. The total PAGA Penalty amount is \$30,000, with 75% or \$22,500 allocated to the LWDA
15 and 25% or \$7,500 allocated to the Aggrieved Employees. Based on these figures, I calculate that the
16 average Individual PAGA Payment is approximately \$26.32. The lowest Individual PAGA Payment is
17 approximately \$0.58 and the highest is approximately \$121.44.

18 8. I estimate Plaintiff Hannett's total compensation for her Individual Class Payment will be
19 \$396.16 and \$4.64 for her Individual PAGA Payment. I estimate Plaintiff Burciaga's total compensation
20 will be \$235.22 for her Individual Class Payment and \$11.02 for her Individual PAGA Payment.

21 9. Attached hereto as **Exhibit 7** is a true and correct copy of Plaintiff Hannett's August 25,
22 2021 PAGA Notice that was sent to the LWDA and Defendants.

23 10. Attached hereto as **Exhibit 8** is a true and correct copy of Plaintiff Burciaga's June 22,
24 2023 PAGA Notice that was sent to the LWDA and Defendants.

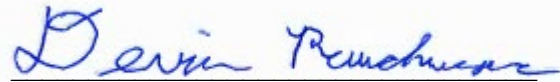
25 11. Based on my discussions with Defense counsel, all of the Class Members and Aggrieved
26 Employees speak either English or Spanish, therefore there is no need to have the Notice sent out in any
27 other languages besides English and Spanish.

28 //

1 12. Attached hereto as **Exhibit 9** is a true and correct copy of a redline version of the Revised
2 Proposed Order showing the various revisions made pursuant to the Court's Order.

3 13. Attached hereto as **Exhibit 10** is a true and correct copy of the Certified Spanish translated
4 version of the Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval,
5 along with the Certified Spanish translated versions of the Exclusion Form and Objection Form. These
6 documents are also attached to the Revised Proposed Order as **Exhibit D**.

7 I declare under penalty of perjury under the laws of the United States and the State of
8 California that the foregoing is true and correct. Executed on July 11, 2025, in Orange County,
9 California.

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12 Devin E. Rauchwerger
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EXHIBIT 4

ZACK I. DOMB, SBN 265185
E-Mail: zack@dombrauchwerger.com
DEVIN RAUCHWERGER, SBN 274234
E-Mail: devin@dombrauchwerger.com
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225

EDWIN AIWAZIAN, SBN 232943
E-mail: edwin@calljustice.com
ARBY AIWAZIAN, SBN 269827
E-Mail: arby@calljustice.com
JOANNA GHOSH, SBN 272479
E-Mail: joanna@calljustice.com
ELIZABETH PARKER-FAWLEY, SBN 301592
E-Mail: elizabeth@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
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 CX104

CLASS ACTION

**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: July 24, 2025
Time: 2:00 p.m.
Dept: CX104

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

A. Title of Document is Changed as follows:

CLASS ACTION AND PAGA SETTLEMENT AND CLASS AND PAGA NOTICE

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

“Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA 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.

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

“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, or (c) fax, email, or mail Challenges to Workweeks/Pay periods. 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.

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

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

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

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

27 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
28 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 ~~in the First Amended Complaint, which was filed on August 19, 2024 entitled Rebecca Hannett and Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc., Willard Clayton Gililland and Sonus Hearing Care Professionals, in case number 30-2021-01216930, 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, as well as the August 25, 2021 PAGA Notice filed by Rebecca Hannett against Serendipity Hearing, Inc. and Willard Clayton Gililland and the June 22, 2023 PAGA Notice filed by Mitzi Yaloha Burciaga against Serendipity Hearing, Inc. and Sonus Hearing Care Professionals~~, 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.

G. 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 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

1 presume that the Workweeks contained in the Class Notice are correct so long as they are
2 consistent with the Class Data. ~~The Administrator's determination of each Class Member's~~
3 ~~allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise~~
4 ~~susceptible to challenge.~~ The Administrator shall promptly provide copies of all challenges to
5 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
6 Administrator's determination to the challenges. ~~The Parties shall file with the court all~~
7 ~~challenges submitted by class members, the evidence submitted, and the resolution of the~~
8 ~~challenges, and although the Administrator may make the initial decision regarding the~~
9 ~~challenges, the court may review any decision made by the Administrator.~~

10 **H. Paragraph 12.17 of the Original Agreement is hereby amended as follows:**

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

15 To Plaintiff:

16 Zack I. Domb

17 E-Mail zack@dombrauchwerger.com

18 Devin Rauchwerger

19 E-Mail devin@dombrauchwerger.com

20 ~~Jeffrey P. Jackson~~

21 ~~E-Mail jeff@dombrauchwerger.com~~

22 **DOMB & RAUCHWERGER LLP**

23 1055 East Colorado Blvd., Fifth Floor

24 Pasadena, California 91106

25 Telephone: (213) 537-9225

26 Joanna Ghosh

27 E-Mail joanna@calljustice.com

28 Edwin Aiwazian

E-Mail Edwin@calljustice.com

Arby Aiwazian

E-Mail arby@calljustice.com

~~Vartan Madoyan~~

~~E-Mail vartan@calljustice.com~~

Elizabeth Parker-Fawley

E-Mail elizabeth@calljustice.com

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

I. 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.**”

IT IS SO AGREED ON BEHALF OF PLAINTIFFS BY THEIR UNDERSIGNED COUNSEL OF RECORD AS THEIR REPRESENTATIVE AND APPROVED AS TO FORM BY THE UNDERSIGNED COUNSEL OF RECORD

Dated: July 11, 2025

DOMB & RAUCHWERGER LLP

By: 
Zack I. Domb, Esq.
Devin Rauchwerger, Esq.
Eric Y. Hahn, Esq.
Attorneys for Plaintiffs Rebecca Hannett,
Mitzi Yaloha Burciaga, the Proposed
Class and the Aggrieved Employees

IT IS SO AGREED ON BEHALF OF DEFENDANT BY THEIR UNDERSIGNED COUNSEL OF RECORD AS THEIR REPRESENTATIVE AND APPROVED AS TO

1 Dated: July 8, 2025

SILVERSTEIN & HUSTON

2
3 By:

4 Mark W. Huston, Esq.

5 Robert I. Cohen, Esq.

6 Attorneys for Defendant Serendipity

7 Hearing, Inc., Sonus Hearing Care

8 Professionals and Willard Clayton

9 Gililland

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Rebecca Hannett v. Serendipity Hearing, Inc., Orange County Superior Court Case No. 30-2021-01216930-CU-OE-CXC; *Rebecca Hannett v. Serendipity Hearing, Inc. and Willard Clayton Gililland*, Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC; and *Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles County Superior Court Case No. 23STCV24334

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Serendipity Hearing, Inc.; Sonus Hearing Care Professionals and Willard Clayton Gililland (collectively named as “Defendants”) for alleged wage and hour violations. The Action was filed by former employees of Defendants Serendipity Hearing, Inc. and Sonus Hearing Care Professionals, Mitzi Yaloha Burciaga and Rebecca Hannett, (“Plaintiffs”) and seeks payment of (1) back wages and penalties for a class of hourly-paid employees (“Class Members”) who worked for Defendants during the Class Period (February 19, 2017 to March 1, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid employees who worked for Defendants during the PAGA Period (February 29, 2020 to March 1, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Period, and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See [Section 4](#) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members

and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to personally assert your own Class Period wage claims and PAGA Period penalty claims against Defendants because you will have been deemed to have settled those claims as a part of the proposed Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants cannot and will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to personally assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement other than the PAGA Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the ___ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

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

(“Class Counsel.”)

Defendants deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, rather than continuing the expensive and time-consuming process of litigation, the Parties, through counsel, engaged in discussions which ultimately led to a resolution. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risk, uncertainties and expense of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$325,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$123,500.00 (38% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked on and incurred expenses on the Action without payment.
 - B. Up to \$7,500 to each named Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and for representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions other than the PAGA allocations. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages ("Wage Portion") and 50% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check

expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. You may (but are not required to) use the Exclusion Form which is included with this Notice Packet. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in [Section 9](#) of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 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,, 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.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement and whether or not they cash their checks. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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 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, 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.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ _ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until ____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. [Section 9](#) of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator will make the initial decision on your challenge and the court may review any decision made by the Administrator

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. [Section 9](#) of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may (but are not required to) use the Exclusion Form which is included with this Notice Packet. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as the *Hannett* class action, the *Burciaga* class action, the *Serendipity Hearing, Inc.* class action or the *Sonus Hearing Care Professionals* class action, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by fax, email or mail by _____, or it will be invalid.** [Section 9](#) of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (i.e., those who do not submit a Request for Exclusion) have the right to object to the Settlement. At least 16 business days before the December 18, 2025 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in [Section 9](#) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website <https://www.occourts.org/online-services/case-access>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object. **The deadline for sending written objections to the Administrator by fax, email**

or mail is _____. You may (but are not required to) use the Objection Form included with this Notice Packet. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as the *Hannett* class action, the *Burciaga* class action, the *Serendipity Hearing, Inc.* class action or the *Sonus Hearing Care Professionals* class action, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. [Section 9](#) of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See [Section 8](#) of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on December 18, 2025 at 2:00 p.m. in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd. Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Orange County Superior Court's Civil Remote Hearings platform at <https://acikiosk.azurewebsites.us/?dept=CX104>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators' website at ____ (url) _____. The Final Order and Judgment will be posted on the Administrator's website for at least 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2021-01216930-CU-OE-CXC or Case No. 30-2021-01229201-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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

Elizabeth Parker-Fawley

E-Mail elizabeth@calljustice.com

LAWYERS *for* JUSTICE, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

If your check is already void, you should consult the State of California's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Rebecca Hannett v. Serendipity Hearing, Inc., Orange County Superior Court Case No. 30-2021-01216930-CU-OE-CXC; *Rebecca Hannett v. Serendipity Hearing, Inc. and Willard Clayton Gililand*, Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC; and *Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles County Superior Court Case No. 23STCV24334

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

I request to be excluded from the class action settlement in the matter of *Rebecca Hannett, Mitzi Yaloha Burciaga, et al. v. Serendipity Hearing, Inc., et al.*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I also understand that submission of a request for exclusion from the class settlement will not exclude me from the Private Attorney Generals Act (“PAGA”) portion of the settlement and that if I am entitled to receive one, I will still receive an Individual PAGA Payment even if I request exclusion from the class action settlement.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____) _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the

last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

Rebecca Hannett v. Serendipity Hearing, Inc., Orange County Superior Court Case No. 30-2021-01216930-CU-OE-CXC; *Rebecca Hannett v. Serendipity Hearing, Inc. and Willard Clayton Gililand*, Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC; and *Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles County Superior Court Case No. 23STCV24334

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before **[RESPONSE DEADLINE]**.

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.

I wish to object to the Class Settlement on the following grounds:

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

EXHIBIT 5

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT AND HEARING DATE FOR FINAL COURT
APPROVAL**

Rebecca Hannett v. Serendipity Hearing, Inc., Orange County Superior Court Case No. 30-2021-01216930-CU-OE-CXC; *Rebecca Hannett v. Serendipity Hearing, Inc. and Willard Clayton Gililand*, Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC; and *Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles County Superior Court Case No. 23STCV24334

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Serendipity Hearing, Inc.; Sonus Hearing Care Professionals and Willard Clayton Gililand (collectively named as “Defendants”) for alleged wage and hour violations. The Action was filed by former employees of Defendants Serendipity Hearing, Inc. and Sonus Hearing Care Professionals, Mitzi Yaloha Burciaga and Rebecca Hannett, (“Plaintiffs”) and seeks payment of (1) back wages and penalties for a class of hourly-paid employees (“Class Members”) who worked for Defendants during the Class Period (February 19, 2017 to March 1, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid employees who worked for Defendants during the PAGA Period (February 29, 2020 to March 1, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Period, and **you worked _____ ~~workweeks~~ pay periods** during the PAGA Period. If you believe that you worked more workweeks ~~or pay periods~~ during either period, you can submit a challenge by the deadline date. See [Section 4](#) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members

and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to personally assert your own Class Period wage claims and PAGA Period penalty claims against Defendants because you will have been deemed to have settled those claims as a part of the proposed Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants cannot and will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to personally assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement other than the PAGA Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the ___ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

Zack I. Domb
E-Mail zack@dombrauchwerger.com
Devin Rauchwerger
E-Mail devin@dombrauchwerger.com
~~Jeffrey P. Jackson~~
~~E-Mail jeff@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
~~Vartan Madoyan~~
~~E-Mail vartan@calljustice.com~~
Elizabeth Parker-Fawley
~~E-Mail elizabeth@calljustice.com~~
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

(“Class Counsel.”)

Defendants ~~strongly~~ deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, rather than continuing the expensive and time-consuming process of litigation, the Parties, through counsel, engaged in discussions which ultimately led to a resolution. By signing a ~~lengthy~~ written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel ~~strongly~~ believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risk, uncertainties and expense of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$325,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court

become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$123,500.00 (38% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked on and incurred expenses on the Action without payment.
 - B. Up to \$7,500 to each named Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and for representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions other than the PAGA allocations. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages ("Wage Portion") and 50% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. You may (but are not required to) use the Exclusion Form which is included with this Notice Packet. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in [Section 9](#) of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be

part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 [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, 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.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement and whether or not they cash their checks. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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 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,~~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.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ _ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until ____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. [Section 9](#) of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or

Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator ~~'s will make the initial decision on your challenge and the court may review any decision made by the Administrator is final. You can't appeal or otherwise challenge its final decision.~~

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. [Section 9](#) of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may (but are not required to) use the Exclusion Form which is included with this Notice Packet. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as the *Hannett* class action, the *Burciaga* class action, the *Serendipity Hearing, Inc.* class action or the *Sonus Hearing Care Professionals* class action, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by fax, email or mail by _____, or it will be invalid. [Section 9](#) of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (i.e., those who do not submit a Request for Exclusion) have the right to object to the Settlement. ~~Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve.~~ At least 16 business days before the [December 18, 2025](#) Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in

[Section 9](#) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website <https://www.occourts.org/online-services/case-access>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, ~~for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low.~~ **The deadline for sending written objections to the Administrator by fax, email or mail is _____.** ~~You may (but are not required to) use the Objection Form included with this Notice Packet.~~ Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as the *Hannett* class action, the *Burciaga* class action, the *Serendipity Hearing, Inc.* class action or the *Sonus Hearing Care Professionals* class action, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. [Section 9](#) of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See [Section 8](#) of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [December 18, 2025](#) at ~~2:00 p.m. (time)~~ in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd. Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Orange County Superior Court's Civil Remote Hearings platform at <https://acikiosk.azurewebsites.us/?dept=CX104>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators' website at _____ (url). The Final Order and Judgment will be posted on the Administrator's website for at least 180

days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2021-01216930-CU-OE-CXC or Case No. 30-2021-01229201-CU-OE-CXC.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Zack I. Domb

E-Mail zack@dombrauchwerger.com

Devin Rauchwerger

E-Mail devin@dombrauchwerger.com

~~Jeffrey P. Jackson~~

~~E-Mail jeff@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 Aiwazian~~

~~E-Mail Edwin@calljustice.com~~

~~Arby Aiwazian~~

~~E-Mail arby@calljustice.com~~

~~Vartan Madoyan~~

~~E-Mail vartan@calljustice.com~~

~~Elizabeth Parker-Fawley~~

~~E-Mail elizabeth@calljustice.com~~

~~LAWYERS for JUSTICE, PC~~

~~410 West Arden Avenue, Suite 203~~

~~Glendale, California 91203~~

~~Telephone: (818) 265-1020~~

~~Facsimile: (818) 265-1021~~

LAWYERS for JUSTICE, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the State of California's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 6

EXHIBIT 7

LAWYERS FOR JUSTICE[®]

August 25, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *SERENDIPITY HEARING, INC.; WILLARD CLAYTON GILILLAND, AN INDIVIDUAL*

Dear Representative:

We have been retained to represent Rebecca Hannet against Serendipity Hearing, Inc. and Willard Clayton Gililland, and individual (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Serendipity Hearing”) for violations of California wage-and-hour laws. Ms. Hannet seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Willard Clayton Gililland is the Chief Executive Officer of Serendipity Hearing. Willard Clayton Gililland, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Serendipity Hearing, who caused and continues to cause all of the wage and hour violations alleged herein against the “aggrieved employees,” as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Ms. Hannet seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Serendipity Hearing employed Ms. Hannet as an hourly-paid, non-exempt employee from approximately February 2019 to approximately April 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), “the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”

The “aggrieved employees” that Ms. Hannet may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Serendipity Hearing has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194,

1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Serendipity Hearing required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries and conducting work-related tasks. Serendipity Hearing rounded the work time recorded by aggrieved employees and the lunches in a manner that was not fair and neutral on its face and/or that favored Serendipity Hearing over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Hannet and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Hannet and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Serendipity Hearing required Ms. Hannet and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Serendipity Hearing failed to pay Ms. Hannet and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Serendipity Hearing failed to pay Ms. Hannet and other aggrieved employees all wages due to them within any time period specified by California

Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Serendipity Hearing did not provide Ms. Hannet and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Serendipity Hearing were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Hannet and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Hannet and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Hannet and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Hannet and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Hannet and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Serendipity Hearing failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Hannet and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Serendipity Hearing did not provide Ms. Hannet and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday

an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Serendipity Hearing failed to pay Ms. Hannet and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Hannet and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Serendipity Hearing failed to pay Ms. Hannet and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Hannet and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Hannet and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Serendipity Hearing. These costs include, but are not limited to, the use of personal phones for work-related purposes and the use of personal vehicles for work-related purposes.

Therefore, on behalf of all aggrieved employees, Ms. Hannet seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwasian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Serendipity Hearing, Inc.
c/o Willard Clayton Gililand
Agent for Service of Process
5555 Garden Grove Blvd. Suite 200
Westminster, CA 92683

Willard Clayton Gililand
5555 Garden Grove Blvd. Suite 200
Westminster, CA 92683

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PAGA Notice #1

Rebecca Hannet v. Serendipity Hearing, Inc., et al.

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c/o Willard Clayton Gililland
Agent for Service of Process
5555 Garden Grove Blvd. Suite 200
Westminster, CA 92683

PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Serendipity Hearing, Inc.
c/o Willard Clayton Gilliland
Agent for Service of Process
5555 Garden Grove Blvd. Suite 200
Westminster, CA 92683



2. Article Number (Transfer from service label)

6219 9960 1000 0542 0202

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Address

B. Received by (Printed Name)	C. Date of Delivery
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D. Is delivery address different from item 1? ☐ Yes ☐ No
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3. Service Type

- | 3. Service Type | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
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| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
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A unique identifier for
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Important Reminders:
- You may purchase First-Class Mail®, Certified Mail® or Priority Mail® service.
- Certified Mail service is international mail.
- Insurance coverage is provided with Certified Mail service.
- Insurance coverage is provided with Certified Mail service.
- Return receipt service is available for delivery (including electronic version, if available).
- You can request a hard copy of the receipt (this portion) at the time of delivery.
- For an additional fee, you can purchase Priority Mail Insurance®.

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JUSTICE
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GLENDALE, CALIFORNIA 91203

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7020 2450 0001 0966 6136



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AUG 25 2021

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PAGA Notice #2

Rebecca Hannek v. Serendipity Hearing, Inc., et al.

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$	
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☐ Certified Mail Restricted Delivery	\$	
☐ Adult Signature Required	\$	
☐ Adult Signature Restricted Delivery	\$	

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Willard Clayton Gililland
5555 Garden Grove Blvd. Suite 200
Westminster, CA 92683

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1 Article Addressed to:

Willard Clayton Gilliland
5555 Garden Grove Blvd. Suite 200
Westminster, CA 92683



9590 9402 6014 0069 9469 15

2. Article Number (Transfer from service label)

7020 2450 0001 0966 6136

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Certified Mail
■ A receipt (this portion)
■ A unique identifier for
■ Electronic verification
■ A record of delivery (to
signature) that is retained
for a specified period.
Important Reminders:
■ You may purchase Certified Mail® or First-Class Mail® First-Class Mail® service is not a certified mail service.
■ Insurance coverage is available for Certified Mail service.
■ For an additional fee, you can request a return receipt service of delivery (including electronic version, for complete PS Form 3800, April 2015)

EXHIBIT 8



June 22, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

**Re: SERENDIPITY HEARING INC.; SONUS HEARING CARE
PROFESSIONALS**

Dear Representative:

We have been retained to represent Mitzi Yaloha Burciaga against Serendipity Hearing, Inc. and Sonus Hearing Care Professionals (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Serendipity Hearing”) for violations of California wage-and-hour laws. Ms. Burciaga seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Burciaga seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Serendipity Hearing employed Ms. Burciaga as an hourly-paid, non-exempt employee from approximately March 2022 to approximately November 2022, in the State of California.

The “aggrieved employees” that Ms. Burciaga may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Serendipity Hearing has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Serendipity Hearing required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed

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(818) 265-1020 / WWW.CALLJUSTICE.COM**

to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and/or clock out, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Burciaga and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Burciaga and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Serendipity Hearing required Ms. Burciaga and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Serendipity Hearing failed to pay Ms. Burciaga and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Serendipity Hearing failed to pay Ms. Burciaga and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Serendipity Hearing did not provide Ms. Burciaga and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Serendipity

Hearing were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Burciaga and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Burciaga and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Burciaga and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Burciaga and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Burciaga and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Serendipity Hearing failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Burciaga and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated

against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Serendipity Hearing failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

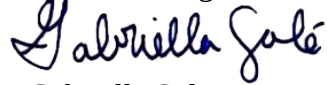
California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Serendipity Hearing did not provide Ms. Burciaga and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Serendipity Hearing failed to pay Ms. Burciaga and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Burciaga and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Serendipity Hearing failed to pay Ms. Burciaga and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Burciaga and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Burciaga and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Serendipity Hearing. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, and the purchasing and maintenance of supplies.

Therefore, on behalf of all aggrieved employees, Ms. Burciaga seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

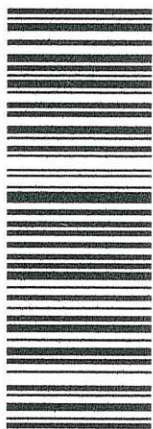
Serendipity Hearing, Inc.
c/o Willard Clayton Gililand
Agent for Service of Process
5555 Garden Grove Blvd., Suite 200
Westminster, CA 92683

Sonus Hearing Care Professionals
c/o John Dandurand
President
5555 Garden Grove Blvd., Suite 200
Westminster, CA 92683

Serendipity Hearing, Inc.
c/o Mark W. Huston
SILVERSTEIN & HUSTON
Attorney
701 South Park Street, Suite 3900
Orange, CA 92868

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JUSTICE**
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Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
Serendipity Hearing, Inc. c/o Mark W. Huston SILVERSTEIN & HUSTON Attorney 701 South Park Street, Suite 3900 Orange, CA 92868	

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

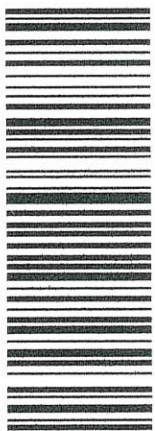
Certified Mail (this portion of the receipt)
A unique identifier for your electronic verification of delivery.
A record of delivery (including signature) that is retained for a specified period.

Important Reminders:
First-class Mail®. First-class Mail service.
Certified Mail service or Priority Mail® service.
Certified Mail service is international mail.
Insurance coverage is available with Certified Mail service.
Insurance coverage available with Priority Mail International.
For an additional fee, an additional service:
Return receipt service.
You can request a hard electronic version. For complete PS Form 3840, attach PS Form 3840.

PS Form 3840, April 2011

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JUSTICE**
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2000162203
JUN 22 2023



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Extra Services & Fees (check box, add fee as appropriate)

- | | | |
|--|----|--|
| ☐ Return Receipt (hardcopy) | \$ | |
| ☐ Return Receipt (electronic) | \$ | |
| ☐ Certified Mail Restricted Delivery | \$ | |
| ☐ Adult Signature Required | \$ | |
| ☐ Adult Signature Restricted Delivery | \$ | |

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Postage

Sonus Hearing Care Professionals
c/o John Dandurand
President
5555 Garden Grove Blvd., Suite 200
Westminster, CA 92683

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sonus Hearing Care Professionals
c/o John Dandurand
President
5555 Garden Grove Blvd., Suite 200
Westminster, CA 92683



9590 9402 6997 1225 8061 46

2. Article Number (Transfer from service label)

7021 2720 0000 9867 4209

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Mail
 - ☐ Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Certified Mail

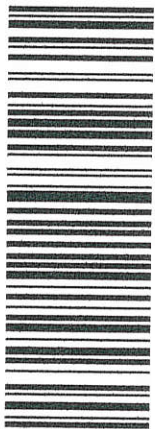
- A receipt (this portion of the form)
- A unique identifier for your mailpiece
- Electronic verification of delivery
- A record of delivery (including date and time) that is retained for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail® or Priority Mail® service
- Certified Mail service is available for international mail.
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- For an additional fee, an endorsement on the mailpiece can be added to the following services:
 - Return receipt service of delivery (including electronic version, for complete PS Form 3811 Receipt; attach PS Form 3811)

PS Form 3800, April 2011

**LAWYERS FOR
JUSTICE**
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7021 2720 0000 9867 4872
7021 2720 0000 9867 4872

PITNEY BOWES
\$9.00
US POSTAGE
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026W0004897299
2000152203
ZIP 91203
JUN 22 2023



U.S. Postal Service™ *PAGA Notice #3* JTDK
CERTIFIED MAIL® RECEIPT

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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postmark
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Postage

Serendipity Hearing, Inc.
c/o Willard Clayton Gililand
Agent for Service of Process
5555 Garden Grove Blvd., Suite 200
Westminster, CA 92683

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

PS Form 3800

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Serendipity Hearing, Inc.
c/o Willard Clayton Giilland
Agent for Service of Process
5555 Garden Grove Blvd., Suite 200
Westminster, CA 92683



9590 9402 6984 1225 9075 42

2. Article Number (Transfer from service label)

7021 2720 0000 9867 4872

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Certified Mail

- A receipt (this portion of the form) that is retained by the addressee for a specified period.
- A record of delivery (including electronic verification of delivery).
- A unique identifier for delivery.
- You may purchase Certified Mail, First-Class Mail®, or Priority Mail® service with Certified Mail service.
- Insurance coverage is available for Certified Mail service of Certified Mail service and certain Priority Mail items.
- For an additional fee, an endorsement on the mailpiece can be obtained.
- Return receipt services of delivery (including electronic version, for complete PS Form 3800, attach PS Form 3800, April 2011).

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**
1055 East Colorado Blvd., Fifth Floor
4 Pasadena, California 91106
Telephone: (213) 537-9225

5 EDWIN AIWAZIAN, SBN 232943
E-mail: edwin@calljustice.com
6 ARBY AIWAZIAN, SBN 269827
E-Mail: arby@calljustice.com
7 JOANNA GHOSH, SBN 272479
E-Mail: joanna@calljustice.com
8 ELIZABETH PARKER FAWLEY, SBN 301592
E-Mail: elizabeth@calljustice.com
9 **LAWYERS for JUSTICE, PC**
10 410 West Arden Avenue, Suite 203
Glendale, California 91203
11 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
21 Plaintiffs,

22 vs.

23 SERENDIPITY HEARING, INC., a
California corporation; WILLARD
24 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)

**REVISED [PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Information:

Date: July 24, 2025
Time: 2:00 PM
Dept.: CX104
Judge: Hon. Melissa McCormick

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on ~~March 27~~ July 24, 2025, at 2:00 pm, the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement filed by Plaintiffs Rebecca Hannett and Mitza Yaloha
4 Burciaga (“Plaintiffs”), on behalf of themselves, ~~and~~ a Settlement Class and Aggrieved Employees,
5 and not opposed by Defendants Serendipity Hearing, Inc., Willard Clayton Gililland, and Sonus
6 Hearing Care Professionals (“Defendants”), came for hearing in Department CX104 of the Orange
7 County Civil Complex Center, located at 751 W. Santa Ana Blvd Santa Ana, CA 92701.

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

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

13 1. The Class Action and PAGA Settlement Agreement is attached to this Order as Exhibit
14 A. The Amendment to Class Action and PAGA Settlement Agreement is attached to this Order as Exhibit
15 B (The Class Action and PAGA Settlement Agreement and the Amendment to Class Action and PAGA
16 Settlement Agreement are collectively referred to as “Settlement Agreement”). This Order incorporates by
17 reference the definitions in the Settlement Agreement (~~“Agreement” or “Settlement Agreement”~~), and all
18 terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.
19 The Settlement Agreement includes a Gross Settlement Amount (“GSA”) of \$325,000. The Settlement
20 Agreement is attached to this Order as Exhibit A. The Court hereby approves on a preliminary basis the
21 Settlement Agreement as appearing to be fair, adequate and reasonable, and in the best interests of the Class
22 members.

23 2. The Court recognizes that the parties stipulate and agree to certification of a class for
24 settlement purposes only. For settlement purposes only, the Court conditionally certifies the following
25 settlement class (the “Class Members” or “Settlement Class”): “all current and former hourly-paid or non-
26 exempt employees of Defendants in California employed during the Class Period.” The “Class Period”
27 means the period from February 19, 2017 to March 1, 2024.

28 3. The Settlement Agreement ~~Class~~ also includes “Aggrieved Employees,” which is defined

1 as “all current and former hourly-paid or non-exempt employees of Defendants in California employed
2 during the PAGA Period.” “PAGA Period” means the period from February 29, 2020 to March 1, 2024.
3 The Settlement Agreement proposes an allocation of \$30,000 of the GSA to the PAGA penalty, which
4 will be further divided into 75% or \$22,500 to the LWDA and 25% or \$7,500 to the Aggrieved Employees.

5 4. The Court finds, for settlement purposes only, the requirements of California Code of Civil
6 Procedure section 382 are satisfied. The term “Participating Class Member” means a Class Member who
7 has not requested exclusion from the Settlement.

8 5. Plaintiffs are hereby preliminarily appointed and designated, for all purposes, as the
9 representative of the class, and the following attorneys are hereby preliminarily appointed and designated
10 as counsel for Plaintiffs and the Class (“Class Counsel”):

11 Zack I. Domb
12 Devin Rauchwerger
13 DOMB & RAUCHWERGER LLP
14 1055 East Colorado Blvd., Fifth Floor
15 Pasadena, California 91106
16 Telephone: (213) 537-9225
17 Email: zack@dombrauchwerger.com
18 Email: devin@dombrauchwerger.com

19 Edwin Aiwarzian
20 Arby Aiwarzian
21 Joanna Ghosh
22 Elizabeth Parker-Fawley
23 LAWYERS for JUSTICE, PC
24 410 West Arden Avenue, Suite 203
25 Glendale, California 91203
26 Tel: (818) 265-1020 / Fax: (818) 265-1021
27 E-mail: edwin@calljustice.com
28 E-Mail: arby@calljustice.com
E-Mail: joanna@calljustice.com
E-Mail: elizabethbrian@calljustice.com
~~E-Mail: selena@calljustice.com~~

24 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents
25 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
26 necessary to consummate the Settlement. Any Class Member may enter an appearance through
27 counsel of such Class Member’s own choosing and at such Class Member’s own expense. Any Class
28

1 Member who does not enter an appearance or appear on his or her own will be represented by Class
2 Counsel.

3 ~~6. The Court hereby approves on a preliminary basis the Settlement Agreement as appearing~~
4 ~~on its face to be fair, reasonable, and adequate and to have been the product of serious, informed, and~~
5 ~~extensive negotiations among Plaintiffs, Defendants, and their respective counsel.~~

6 ~~7.6.~~ A final approval hearing shall be held before this Court at 2:00 p.m. on December 18 July
7 31, 2025, (or alternatively on _____) at _____, in Department CX104 of the Orange
8 County Civil Complex Center, located at 751 W. Santa Ana Blvd Santa Ana, CA 92701, to determine all
9 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on
10 the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and
11 should be finally approved by the Court; whether a Judgment, as provided in the Settlement, should be
12 entered herein; whether the plan of allocation contained in the Settlement Agreement should be approved
13 as fair, adequate and reasonable to the Class Members;
14 ~~and to finally~~ Furthermore, the Court will decide
15 whether to approve Class Counsels' Fee request of an amount not to exceed 38% (\$123,500) of the GSA.
16 Class Counsels request for costs in an amount not to exceed \$25,000s and Costs Award, the Class
17 Representative Enhancement Payments to each Class Representative in an amount not to exceed \$7,500
18 per Class Representative, the PAGA payment of \$30,000, to the LWDA and the settlement administration
19 costs in an amount not to exceed \$10,000 ~~expenses.~~ The Final Approval hearing may be continued without
20 further notice.

21 ~~8.7.~~ The Parties shall file a Motion for Final Approval on or before sixteen (16) court days prior
22 to the hearing.

23 8. The Court hereby appoints Phoenix Class Action Administrators as Settlement
24 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to Class
25 Members (including the Aggrieved Employees) the Notice by first class mail within fourteen (14) calendar
26 days after the receipt of the Class Data from Defendants using the procedures set forth in the Settlement
27 Agreement. Class Members who do not opt out of the non-PAGA portion of the settlement will become
28 Participating Class Members and will automatically receive their Individual Settlement Payment.

9. The Court orders the Parties and the Settlement Administrator to carry out their duties and

1 obligations in accordance with the terms of the Settlement Agreement.

2 10. Pursuant to the Settlement Agreement, requests for exclusion, challenges to workweeks,
3 or written objections to the Settlement Agreement, must be received no later than 60 days after the
4 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice
5 is re-mailed.) Class Members will also have the option of appearing at the Final Approval Hearing to Object
6 in person.

7 11. The Court hereby approves, as to form and content, the Notice of Class Action and PAGA
8 Settlement and Hearing Date for Final Court Approval, along with the accompanying Exclusion Form and
9 Objection Form, collectively attached as **Exhibit CB** to this Order, a copy of which was also attached as
10 **Exhibit 43** to the Supplemental Declaration of Devin Rauchwerger filed concurrently herewith. The Court
11 hereby also approves, as to form and content, the Spanish translated version of the Notice of Class Action
12 and PAGA Settlement and Hearing Date for Final Court Approval, along with the Spanish translated
13 versions of the Exclusion Form and Objection Form, collectively attached as Exhibit D to this Order, a
14 copy of which was also attached as Exhibit 10 to the Supplemental Declaration of Devin Rauchwerger
15 filed concurrently herewith. The Court finds that the distribution of the Notice of Class Action and PAGA
16 Settlement substantially in the manner and form set forth in the Settlement Agreement and this Order meets
17 the requirements of due process, is the best notice practicable under the circumstances, and shall constitute
18 due and sufficient notice to all persons entitled thereto.

19 12. The Court reserves the right to adjourn or continue the date of the final approval and all
20 dates provided for in the Settlement Agreement without further notice and retains jurisdiction to consider
21 all further applications arising out of or connected with the proposed Settlement.

22 ~~12.~~ 13. The Court retains jurisdiction to enforce the Settlement Agreement pursuant to Code of
23 Civil Procedure section § 664.6.

24 IT IS SO ORDERED.

25
26 Dated: _____

HON. MELISSA MCCORMICK
JUDGE OF THE SUPERIOR COURT

EXHIBIT 10

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Rebecca Hannett v. Serendipity Hearing, Inc., Orange County Superior Court Case No. 30-2021-01216930-CU-OE-CXC; *Rebecca Hannett v. Serendipity Hearing, Inc. and Willard Clayton Gililland*, Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC; and *Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles County Superior Court Case No. 23STCV24334

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Serendipity Hearing, Inc.; Sonus Hearing Care Professionals and Willard Clayton Gililland (collectively named as “Defendants”) for alleged wage and hour violations. The Action was filed by former employees of Defendants Serendipity Hearing, Inc. and Sonus Hearing Care Professionals, Mitzi Yaloha Burciaga and Rebecca Hannett, (“Plaintiffs”) and seeks payment of (1) back wages and penalties for a class of hourly-paid employees (“Class Members”) who worked for Defendants during the Class Period (February 19, 2017 to March 1, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid employees who worked for Defendants during the PAGA Period (February 29, 2020 to March 1, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Period, and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See [Section 4](#) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members

and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to personally assert your own Class Period wage claims and PAGA Period penalty claims against Defendants because you will have been deemed to have settled those claims as a part of the proposed Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants cannot and will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to personally assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement other than the PAGA Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the ___ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

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
Elizabeth Parker-Fawley
E-Mail elizabeth@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

(“Class Counsel.”)

Defendants deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, rather than continuing the expensive and time-consuming process of litigation, the Parties, through counsel, engaged in discussions which ultimately led to a resolution. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risk, uncertainties and expense of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$325,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$123,500.00 (38% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked on and incurred expenses on the Action without payment.
 - B. Up to \$7,500 to each named Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and for representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions other than the PAGA allocations. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages ("Wage Portion") and 50% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check

expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. You may (but are not required to) use the Exclusion Form which is included with this Notice Packet. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in [Section 9](#) of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 First Amended Complaint, which was filed on August 19, 2024 entitled Rebecca Hannett and Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc., Willard Clayton Gililland and Sonus Hearing Care Professionals, in case number 30-2021-01216930,, 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.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement and whether or not they cash their checks. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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 in the First Amended Complaint, which was filed on August 19, 2024 entitled Rebecca Hannett and Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc., Willard Clayton Gililland and Sonus Hearing Care Professionals, in case number 30-2021-01216930 , as well as the August 25, 2021 PAGA Notice filed by Rebecca

Hannett against Serendipity Hearing, Inc. and Willard Clayton Gililand and the June 22, 2023 PAGA Notice filed by Mitzi Yaloha Burciaga against Serendipity Hearing, Inc. and Sonus Hearing Care Professionals, 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.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ _ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until ____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. [Section 9](#) of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator will make the initial decision on your challenge and the court may review any decision made by the Administrator

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. [Section 9](#) of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may (but are not required to) use the Exclusion Form which is included with this Notice Packet. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as the *Hannett* class action, the *Burciaga* class action, the *Serendipity Hearing, Inc.* class action or the *Sonus Hearing Care Professionals* class action, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by fax, email or mail by _____, or it will be invalid.** [Section 9](#) of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (i.e., those who do not submit a Request for Exclusion) have the right to object to the Settlement. At least 16 business days before the December 18, 2025 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in [Section 9](#) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website <https://www.occourts.org/online-services/case-access>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object. **The deadline for sending written objections to the Administrator by fax, email**

or mail is _____. You may (but are not required to) use the Objection Form included with this Notice Packet. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as the *Hannett* class action, the *Burciaga* class action, the *Serendipity Hearing, Inc.* class action or the *Sonus Hearing Care Professionals* class action, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. [Section 9](#) of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See [Section 8](#) of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on December 18, 2025 at 2:00 p.m. in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd. Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Orange County Superior Court's Civil Remote Hearings platform at <https://acikiosk.azurewebsites.us/?dept=CX104>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators' website at ____ (url) _____. The Final Order and Judgment will be posted on the Administrator's website for at least 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2021-01216930-CU-OE-CXC or Case No. 30-2021-01229201-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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

Elizabeth Parker-Fawley

E-Mail elizabeth@calljustice.com

LAWYERS *for* JUSTICE, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

If your check is already void, you should consult the State of California's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

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A copy of the translation is attached to this certification.

Translation reference to **2025.07.09 Serendpity Hearing - Class Notice (Clean Version for Filing), Rebecca Hannett v. Serendipity Hearing, Inc., Case No. 30-2021-01216930-CU-OE-CXC**

Order Date: July 11, 2025

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon



TRANSAPTION



3 Gernay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the **2025.07.09 Serendpity Hearing - Class Notice (Clean Version for Filing)**, in the case of *Rebecca Hannett v. Serendipity Hearing, Inc.,*, Case No. 30-2021-01216930-CU-OE-CXC and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on JUL 11,2025

Christina Harmon

Christina Guerrero Harmon

07/11/2025

Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

EL TRIBUNAL APROBÓ LA NOTIFICACIÓN DE DEMANDA COLECTIVA Y EL ACUERDO DE PAGA Y LA FECHA DE LA AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL

Rebecca Hannett contra Serendipity Hearing, Inc, Tribunal Superior del Condado de Orange, n° de causa 30-2021-01216930-CU-OE-CXC; *Rebecca Hannett contra Serendipity Hearing, Inc. y Willard Clayton Gililland*, Tribunal Superior del Condado de Orange, n° de causa 30-2021-01229201-CU-OE-CXC; y *Mitzi Yaloha Burciaga contra Serendipity Hearing, Inc. y Sonus Hearing Care Professionals*, Tribunal Superior del Condado de Los Ángeles, n° de causa 23STCV24334.

El Tribunal Superior del estado de California autorizó esta Notificación. Léala atentamente. No es correo basura, ni spam, ni un anuncio, ni una oferta personalizada de servicios de asistencia letrada. Usted no está siendo Demandado.

Usted puede reunir los requisitos para recibir dinero resultante de una Demanda colectiva de empleados (“Demanda”) contra Serendipity Hearing, Inc.; Sonus Hearing Care Professionals y Willard Clayton Gililland (denominados colectivamente como “Demandados”) por supuestos incumplimientos de salarios y horarios. La Demanda fue presentada por antiguas empleadas de los Demandados Serendipity Hearing, Inc. y Sonus Hearing Care Professionals, Mitzi Yaloha Burciaga y Rebecca Hannett, (“Demandantes”) y busca el pago de (1) salarios atrasados y sanciones para una clase de empleados pagados por hora (“Miembros de la Clase”) que fueron empleados por los Demandados durante el Período de la Clase (del 19 de febrero de 2017 al 1 de marzo de 2024); y (2) sanciones en virtud de la Ley General de Abogados Privados de California (“PAGA” por sus siglas en inglés) para todos los empleados pagados por hora que fueron empleados por los Demandados durante el Período PAGA (del 29 de febrero de 2020 al 1 de marzo de 2024) (“Empleados perjudicados”).

El Acuerdo Colectivo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que requiere que los Demandados financien Pagos Individuales de la Clase y (2) un Acuerdo PAGA que requiere que los Demandados financien Pagos PAGA Individuales y paguen sanciones a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral de California (“LWDA” por sus siglas en inglés).

Con base en los expedientes de los Demandados y en las suposiciones actuales de las Partes, **su Pago Individual de la Clase se estima que resulte ser de \$_____ (menos la retención) y su Pago PAGA Individual se estima que resulte ser de \$_____**. La cantidad real que usted pueda llegar a recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ningún importe para su Pago PAGA Individual, entonces, según los expedientes de los Demandados, usted no tiene derecho a recibir un Pago PAGA Individual en virtud del Acuerdo porque no trabajó durante el Período PAGA).

Las estimaciones anteriores se basan en los registros de los Demandados que muestran que **usted trabajó _____ semanas laborales** durante el Período de Clase y **usted trabajó _____ períodos de pago** durante el Período PAGA. Si cree que trabajó más Semanas Laborales o períodos de pago durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite. Consulte la **Sección 4** de esta Notificación.



El Tribunal ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado esta Notificación. El Tribunal aún no ha decidido si concederá la aprobación definitiva. Sus derechos legales se verán afectados tanto si actúa como si no. Lea atentamente esta Notificación. Se considerará que lo ha entendido después de haberlo leído cuidadosamente. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará a las Demandantes y a los abogados de las Demandantes (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que obligue a los Demandados a realizar los pagos previstos en el Acuerdo y exija a los Miembros de la Clase y a los Empleados Agraviados que renuncien a sus derechos a hacer valer determinadas reclamaciones contra los Demandados.

Si usted fue empleado por los Demandados durante el Período de la Clase y/o el Período PAGA tiene dos opciones básicas en virtud del Acuerdo:

- (1) **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo Colectivo propuesto y reunir los requisitos para recibir un Pago Individual de la Clase y/o un Pago PAGA Individual. Sin embargo, como Miembro Participante de la Clase, renunciará a su derecho de hacer valer personalmente sus propias reclamaciones salariales del Período de la Clase y las reclamaciones de penalización del Período PAGA contra los Demandados, ya que se habrá considerado que ha transigido con dichas reclamaciones como parte del Acuerdo propuesto.
- (2) **Exclusión voluntaria del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo presentando la Solicitud de Exclusión por escrito o de otro modo notificándose por escrito al Administrador. Si opta por excluirse del Acuerdo Colectivo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales del Período de la Clase contra los Demandados y, si es un Empleado Agraviado, seguirá teniendo derecho a un Pago PAGA Individual. Usted no puede optar por excluirse de la parte PAGA del Acuerdo propuesto.

Los Demandados no pueden tomar ni tomarán represalias contra usted por ninguna acción que usted tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase con derecho a un Pago Individual de la Clase y a un Pago PAGA Individual (si lo hubiera). A cambio, renunciará a su derecho a hacer valer personalmente las reclamaciones salariales contra los Demandados cubiertas por este Acuerdo (Reclamaciones Exoneradas).
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Puede optar por no participar en el Acuerdo Colectivo, pero no en el Acuerdo PAGA La fecha límite para optar por no participar es _____	Si no desea participar plenamente en el Acuerdo Colectivo propuesto puede excluirse del mismo enviándole al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Clase y ya no podrá optar a un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden oponerse a ninguna parte del Acuerdo Colectivo propuesto. Véase la Sección 6 de esta Notificación. Usted no puede optar por excluirse de la parte PAGA del Acuerdo propuesto. Los Demandados deben pagar Pagos PAGA Individuales a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de presentar Reclamaciones Exoneradas (definidas a continuación).
Los Miembros Participantes de la Clase pueden objetarse al Acuerdo Colectivo, pero no al Acuerdo PAGA Las objeciones por escrito deben presentarse antes del _____	Todos los Miembros Participantes de la Clase que no se excluyan (“Miembros Participantes de la Clase”) pueden objetarse a cualquier aspecto del Acuerdo propuesto que no sea el Acuerdo PAGA. La decisión del Tribunal sobre la aprobación definitiva del Acuerdo incluirá la determinación de la cantidad que se pagará a los Abogados de la Clase y a las Demandantes que ejercieron la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o a las Demandante, pero cada dólar pagado a los Abogados de la Clase y a las Demandantes reduce la cantidad total pagada a los Miembros Participantes de la Clase. Puede oponerse a las cantidades solicitadas por los Abogados de la Clase o las Demandantes si considera que no son razonables. Consulte la Sección 7 de esta Notificación.
Puede participar en la Audiencia de Aprobación Definitiva del _____	La Audiencia de Aprobación Definitiva del Tribunal está prevista para el _____. No tiene que asistir, pero sí tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o utilizando la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes de la Clase pueden oponerse verbalmente al Acuerdo en la Audiencia de Aprobación Definitiva. Véase la Sección 8 de esta Notificación.
Puede impugnar el cálculo de sus Semanas Laborales/Períodos de Pago Las impugnaciones por escrito deben presentarse antes del _____	El importe de su Pago Individual de la Clase y de su Pago PAGA (en su caso) dependerá del número de Semanas Laborales que haya trabajado al menos un día durante el Período de la Clase y del número de Períodos de Pago que haya trabajado al menos un día durante el Período PAGA, respectivamente. El número de Semanas Laborales del Período de Clase y el número de Períodos de Pago del Período PAGA que usted trabajó según los registros de los Demandados figura en la primera página de esta Notificación. Si no está de Acuerdo con alguna de estas cifras, debe impugnarla mediante _____. Véase la Sección 4 de esta Notificación.



1. ¿DE QUÉ SE TRATA LA DEMANDA?

Las Demandantes son antiguas empleadas de los Demandados. La Demanda acusa a los Demandados de incumplir las leyes laborales de California al no pagar los salarios por horas extraordinarias, los salarios mínimos, los salarios debidos en caso de despido y los gastos reembolsables y al no proporcionar períodos de comida, descansos y declaraciones salariales detalladas y precisas. Basándose en las mismas reclamaciones, las Demandantes también han hecho valer una reclamación de sanciones civiles en virtud de la Ley General de Abogados Privados de California (Código Laboral §§ 2698, y siguientes) (“PAGA”). Las Demandantes están representadas por abogados en la demanda:

Zack I. Domb

Correo: zack@dombrauchwerger.com

Devin Rauchwerger

E-Mail devin@dombrauchwerger.com

DOMB & RAUCHWERGER LLP

1055 East Colorado Blvd., Fifth Floor

Pasadena, California 91106

Teléfono: (213) 537-9225

Joanna Ghosh

Correo: joanna@calljustice.com

Elizabeth Parker-Fawley

E-Mail elizabeth@calljustice.com

LAWYERS for JUSTICE, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Teléfono: (818) 265-1020

Fax: (818) 265-1021

(“Abogados de la Clase”).

Los Demandados niegan haber incumplido ley alguna o el haber faltado a pago salarial alguno y sostienen que cumplieron con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta ahora, el Tribunal no ha determinado si los Demandados o las Demandantes tienen razón en cuanto al fondo. Mientras tanto, en lugar de continuar con el costoso y largo proceso del litigio, las Partes, a través de sus abogados, entablaron conversaciones que finalmente condujeron a una resolución. Mediante la firma de un Acuerdo de conciliación por escrito (“Acuerdo”) y acordando solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, las Demandantes y los Demandados han negociado una propuesta de Acuerdo que está sujeta a la Aprobación Definitiva del Tribunal. Ambas partes están de Acuerdo en que el Acuerdo propuesto es un compromiso de las reclamaciones en disputa. Al aceptar llegar a un Acuerdo, los Demandados no admiten incumplimiento alguno ni conceden el mérito de



reclamación alguna.

Las Demandantes y los Abogados de la Clase consideran que el Acuerdo le conviene a usted porque creen que (1) Los Demandados han acordado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y el riesgo, las incertidumbres y los gastos de un litigio continuado; y (2) El Acuerdo es lo mejor para los Miembros de la Clase y los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó esta Notificación y programó una audiencia para determinar la Aprobación Definitiva.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Los Demandados Pagarán \$325,000.00 como el Monto Bruto del Acuerdo (Acuerdo Bruto). Los Demandados han acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos PAGA Individuales, el Pago por Servicios del Representante de la Clase, los honorarios y gastos de los abogados del Abogado de la Clase, los gastos del Administrador y las multas que se pagarán a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral de California (“LWDA”). Suponiendo que el Tribunal conceda la Aprobación Definitiva, los Demandados financiarán el Acuerdo Bruto no más de 14 días después de que la Sentencia dictada por el Tribunal sea definitiva. La Sentencia será definitiva en la fecha en que el Tribunal dicte Sentencia, o en una fecha posterior si los Miembros Participantes de la Clase se oponen al Acuerdo propuesto o se apela la Sentencia.
2. Deducciones del Acuerdo Bruto Aprobadas por el Tribunal. En la Audiencia de Aprobación Definitiva, las Demandantes y/o los Abogados de la Clase le solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos importes serán decididos por el Tribunal en la Audiencia de Aprobación Definitiva:
 - A. Hasta \$123,500.00 (38% del Acuerdo Bruto) a los Abogados de la Clase por concepto de honorarios de abogados y hasta \$25,000 por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir pago alguno.
 - B. Hasta \$7,500 a cada Demandante nombrado como Adjudicación del Representante de la Clase por presentar la Demanda, trabajar con el Abogado de la Clase y por representar a la Clase. La Adjudicación del Representante de la Clase será el único dinero que las Demandante recibirán aparte del Pago Individual de la Clase de las Demandantes y cualquier Pago PAGA Individual.
 - C. Hasta \$10,000 al Administrador por servicios de administración del Acuerdo.
 - D. Hasta \$30,000 para las Penalidades PAGA, asignándose 75% al Pago PAGA de la LWDA y 25% en Pagos PAGA Individuales a los Empleados Agraviados con base



en sus Períodos de Pago PAGA.

Los Miembros Participantes de la Clase tienen derecho a objetarse a cualquiera de estas deducciones que no sean las asignaciones PAGA. El Tribunal considerará todas las objeciones.

3. Acuerdo Neto Distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el “Acuerdo Neto”) realizando Pagos Individuales de la Clase a los Miembros Participantes de la Clase en base a sus Semanas Laborales del Período de la Clase.
4. Impuestos adeudados sobre los pagos a los miembros de la Clase. Las Demandantes y los Demandados le solicitan al Tribunal que apruebe una asignación del 50% de cada Pago Individual de la Clase a salarios sujetos a impuestos (“Porción Salarial”) y del 50% a intereses y multas (“Porción No Salarial”). La Porción Salarial está sujeta a retención y se declarará en los Formularios W-2 del IRS. Los Demandados pagarán por separado los impuestos sobre la nómina del empleador que adeude sobre la Porción Salarial. Los Pagos PAGA Individuales se contabilizan como sanciones y no como salarios a efectos fiscales. El Administrador reportará los Pagos PAGA Individuales y las Porciones No Salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

Aunque las Demandantes y los Demandados han acordado estas asignaciones, ninguna de las partes le está dando ningún consejo sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las multas y los intereses sobre impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar con un asesor fiscal si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto.

5. Necesidad de cobrar con prontitud los cheques de pago. El anverso de cada cheque emitido para Pagos Individuales de la Clase y Pagos PAGA Individuales mostrará la fecha en la que el caduca el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de caducidad, su cheque se anulará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Controlador de California a su nombre.

Si el dinero que representa su cheque se envía al Fondo de Propiedad No Reclamada del Controlador, deberá consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

6. Solicitudes de Exclusión del Acuerdo Colectivo. Se le tratará como Miembro Participante de la Clase, participando plenamente en el Acuerdo Colectivo, a menos que le notifique por escrito al Administrador a más tardar el _____ que desea excluirse. Puede (pero no está obligado a) utilizar el Formulario de Exclusión que se incluye con este Paquete de Notificación. La forma más sencilla de notificarle al Administrador es enviándole una Solicitud de Exclusión por escrito, con su firma, antes del Plazo de respuesta del _____. La Solicitud de Exclusión debe ser una carta de un Miembro de la Clase o de su representante en la que se indique el nombre del Miembro de la Clase, su dirección



actual, su número de teléfono y una declaración sencilla en la que elija ser excluido del Acuerdo. Los Miembros de la Clase excluidos (es decir, los Miembros No Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos a presentar personalmente Demandas por salarios y horas contra los Demandados.

No puede excluirse de la parte PAGA del Acuerdo. Los Miembros Participantes de la Clase que se excluyan del Acuerdo Colectivo (Miembros No Participantes de la Clase) seguirán reuniendo los requisitos para recibir los Pagos PAGA Individuales y deberán renunciar a su derecho de hacer valer reclamaciones PAGA contra los Demandados con base en los hechos del Período PAGA alegados en la Demanda.

7. El Acuerdo Propuesto será Nulo si el Tribunal Deniega la Aprobación Definitiva. Es posible que el Tribunal se niegue a conceder la Aprobación Definitiva del Acuerdo o se niegue a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. Las Demandantes y los Demandados han acordado que, en cualquiera de los dos casos, el Acuerdo será nulo: Los Demandados no pagarán dinero alguno y los Miembros de la Clase no renunciarán a ninguna reclamación contra los Demandados.
8. Administrador. El Tribunal ha designado a una empresa neutral, Phoenix Settlement Administrators (el “Administrador”) para que envíe esta Notificación, calcule y efectúe los pagos y tramite las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Recusaciones de los Miembros de la Clase durante las Semanas Laborales, enviará y volverá a enviar los cheques del Acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador figura en la [Sección 9](#) de esta Notificación.
9. Liberación de los Miembros Participantes de la Clase. Una vez que la Sentencia sea definitiva y los Demandados hayan financiado totalmente el Acuerdo Bruto y pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros Participantes de la Clase estarán legalmente impedidos de hacer valer cualquiera de las Demandas liberadas en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por excluirse válidamente del Acuerdo Colectivo, no podrá Demandar, continuar Demandando ni ser parte de ninguna otra Demanda contra los Demandados o entidades relacionadas por salarios basados en los hechos del Período de la Clase y sanciones PAGA basadas en los hechos del Período PAGA, según se alega en la Demanda y se resuelve mediante este Acuerdo.

Los Miembros Participantes de la Clase estarán obligados por el siguiente descargo:

Todos los Miembros Participantes de la Clase, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, eximen a las Partes Exoneradas de todas las reclamaciones que fueron, o razonablemente podrían haber sido, alegadas, basadas en los hechos contenidos en la Primera Demanda Enmendada, que fue presentada el 19 de agosto de 2024 titulada Rebecca Hannett y Mitzi Yaloha Burciaga c. Serendipity Hearing, Inc, Willard Clayton Gililland y Sonus Hearing



Care Professionals, en el caso número 30-2021-01216930, incluyendo, entre otras, reclamaciones por la supuesta falta del Demandado de proporcionar períodos para comidas y descansos, falta de pago de compensaciones adicionales por períodos de comidas y descansos no proporcionados y a las tarifas correctas correspondientes, falta de pago de horas extras y a las tarifas correctas correspondientes (incluyendo por trabajo fuera de horario o salarios no pagados debido a redondeo ilegal), pagar salarios mínimos o regulares por todas las horas trabajadas (incluido el trabajo fuera de horario o los salarios no pagados debido al redondeo ilegal), pagar puntualmente los salarios durante el empleo, pagar todos los salarios devengados y acumulados a los empleados despedidos/separados, proporcionar declaraciones salariales detalladas y precisas, mantener los registros de nóminas requeridos e indemnizar a los empleados por los gastos empresariales en incumplimiento de los §§ 201-204, 210, 226, 226.3, 226.7, 510 y 226.8.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802 del Código Laboral, Código de Negocios y Profesiones § 17200, y siguientes, que se basan en los mencionados incumplimientos de salarios y horarios. Los Miembros Participantes de la Clase no renuncian a ninguna otra reclamación, incluidas las reclamaciones por prestaciones adquiridas, despido improcedente, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, incapacidad, seguridad social, indemnización laboral o reclamaciones basadas en hechos ocurridos fuera del Período de la Clase.

10. Liberación PAGA de los Empleados Agraviados. Una vez que la sentencia del Tribunal sea definitiva, y los Demandados hayan pagado el Acuerdo bruto (y pagado por separado los impuestos sobre la nómina del lado del empleador), todos los Empleados perjudicados quedarán impedidos de hacer valer reclamaciones PAGA contra los Demandados, independientemente de que se excluyan o no del Acuerdo y de que cobren o no sus cheques. Esto significa que todos los Empleados Agraviados, incluidos los que sean Miembros Participantes de la Clase y los que opten por excluirse del Acuerdo Colectivo, no podrán Demandar, seguir Demandando ni participar en ninguna otra reclamación PAGA contra los Demandados o sus entidades relacionadas con base en los hechos del Período PAGA alegados en la Demanda y resueltos por este Acuerdo. Las Exoneraciones de los Empleados Agraviados para los Miembros Participantes y No Participantes de la Clase son las siguientes:

Se considera que todos los Empleados Agraviados eximen, en su nombre y en el de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Exoneradas de todas las reclamaciones por sanciones PAGA que se alegaron en la Primera Demanda Enmendada, que se presentó el 19 de agosto de 2024 con el título Rebecca Hannett y Mitzi Yaloha Burciaga c. Serendipity Hearing, Inc, Willard Clayton Gililland y Sonus Hearing Care Professionals, en el caso número 30-2021-01216930, así como la Notificación PAGA del 25 de agosto de 2021 presentada por Rebecca Hannett contra Serendipity Hearing, Inc. y Willard Clayton Gililland y la Notificación PAGA del 22 de junio de 2023 presentada por Mitzi Yaloha Burciaga contra Serendipity Hearing, Inc. y Sonus Hearing Care Professionals, incluyendo, entre otras, reclamaciones por la supuesta falta del Demandado de proporcionar períodos para comidas y descansos, falta de pago de compensaciones adicionales por períodos de comidas y descansos no



proporcionados y a las tarifas correctas correspondientes, falta de pago de horas extras y a las tarifas correctas correspondientes (incluyendo por trabajo fuera de horario o salarios no pagados debido a redondeos ilegales), pagar salarios mínimos o regulares por todas las horas trabajadas (incluido el trabajo fuera de horario o los salarios no pagados debido a redondeos ilegales), pagar puntualmente los salarios durante el empleo, pagar todos los salarios devengados y acumulados a los empleados despedidos/separados, proporcionar declaraciones salariales detalladas y precisas, mantener los registros de nóminas requeridos e indemnizar a los empleados por los gastos empresariales en incumplimiento de los §§ 201-204, 210, 226, 226.3, 226.7, 510 y 226.8.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802 del Código Laboral, y el artículo 2698 y siguientes del Código Laboral, que se basan en los mencionados incumplimientos de salarios y horarios.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo el Monto Neto del Acuerdo por el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Clase individual.
2. Pagos PAGA Individuales. El Administrador calculará los Pagos PAGA Individuales (a) dividiendo \$ ____ entre el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Períodos de Pago PAGA trabajados por cada Empleado Agraviado individual.
3. Impugnaciones de Semanas Laborales/Períodos de Pago. El número de Semanas Laborales de Clase que usted trabajó durante el Período de Clase y el número de Períodos de Pago PAGA que trabajó durante el Período PAGA, según consta en los expedientes de los Demandados se indican en la primera página de esta Notificación. Usted tiene hasta el ____ para impugnar el número de Semanas Laborales y/o Períodos de Pago que se le han acreditado. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo, correo electrónico o fax. En la [Sección 9](#) de esta Notificación encontrará los datos de contacto del Administrador.

Debe apoyar su impugnación enviando copias de los talones de pago u otros comprobantes. El Administrador aceptará el cálculo de Semanas Laborales y/o Períodos de Pago de los Demandados con base en los expedientes de los Demandados como preciso a menos que usted envíe copias de documentos que contengan información contraria. Debe enviar copias en lugar de originales porque éstos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas Laborales y/o Períodos de Pago con base en su presentación y en las aportaciones de los Abogados de la Clase (que abogarán en nombre de los Miembros Participantes de la Clase) y de los Abogados de los Demandados. El Administrador tomará la decisión inicial sobre su impugnación y el Tribunal podrá revisar cualquier decisión tomada por el Administrador.



5. ¿CÓMO SE ME PAGARÁ?

1. Miembros Participantes de la Clase. El Administrador enviará, por correo de Estados Unidos un cheque único a cada Miembro Participante de la Clase (es decir, a cada Miembro Participante de la Clase que no opte por la exclusión) incluyendo a aquellos que también califiquen como Empleados Agraviados. El cheque único combinará el Pago Individual de la Clase y el Pago PAGA Individual.
2. Miembros No Participantes de la Clase. El Administrador enviará, por correo de Estados Unidos un único cheque de Pago PAGA Individual a cada Empleado Agraviado que opte por no participar en el Acuerdo Colectivo (es decir, a cada Miembro No Participante de la Clase).

Su cheque se enviará a la misma dirección que se usó para enviarle esta Notificación. Si cambia de dirección, asegúrese de notificárselo al Administrador lo antes posible. La [Sección 9](#) de esta Notificación contiene la información de contacto del Administrador.

6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?

Envíe una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración sencilla de que no desea participar en el Acuerdo. Puede (pero no está obligado a) utilizar el Formulario de Exclusión que se incluye con este Paquete de Notificación. El Administrador le excluirá basándose en cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como la Demanda Colectiva *de Hannett*, la Demanda Colectiva *de Burciaga*, la Demanda Colectiva de *Serendipity Hearing, Inc.* o la Demanda Colectiva de *Sonus Hearing Care Professionals*, e incluir sus datos identificativos (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de la seguridad social a efectos de verificación). Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud por usted, ésta no será válida. **Deberá enviar al administrador su solicitud de exclusión por fax, correo electrónico o correo postal antes del _____ o no será válida.** En la [Sección 9](#) de la Notificación encontrará los datos de contacto del Administrador.

7. ¿CÓMO PUEDO OPONERME AL ACUERDO?

Sólo los Miembros Participantes de la Clase (es decir, aquellos que no presenten una Solicitud de Exclusión) tienen derecho a objetarse al Acuerdo. Al menos 16 días hábiles antes de la Audiencia de Aprobación Definitiva del 18 de diciembre de 2025, los Abogados de la Clase y/o las Demandantes presentarán ante el Tribunal (1) una Petición de Aprobación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Petición de Honorarios, Gastos de Litigio y Adjudicación de Servicios que indique (i) la cantidad que solicitan los Abogados de la Clase en concepto de honorarios de abogados y gastos de litigio; y (ii) la cantidad que solicita las Demandantes como Adjudicación de Servicios del Representante de la Clase. Previa solicitud razonable, los Abogados de la Clase (cuyos datos de contacto figuran en la [Sección 9](#) de esta Notificación) le enviarán copias de estos documentos sin costo alguno para usted. También puede consultarlos en el sitio web del



Administrador _____(url)_____ o en el sitio web del Tribunal <https://www.occourts.org/online-services/case-access>.

Un Miembro Participante de la Clase que no esté de Acuerdo con cualquier aspecto del Acuerdo, la Moción de Aprobación Definitiva y/o la Moción de Honorarios, Gastos de Litigio y Adjudicación de Servicios puede desear objetar. **La fecha límite para enviarle objeciones por escrito al Administrador por fax, correo electrónico o correo postal es _____.** Puede (pero no está obligado a) utilizar el Formulario de Objeción incluido en este Paquete de Notificación. Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Asegúrese de identificar la Demanda como la Demanda Colectiva *de Hannett*, la Demanda Colectiva *de Burciaga*, la Demanda Colectiva *de Serendipity Hearing, Inc.* o la Demanda Colectiva *de Sonus Hearing Care Professionals*, e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo de los Demandados y firme la objeción. La [Sección 9](#) de esta Notificación contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede objetarse (o contratar personalmente a un abogado para que objete a su propio costo) asistiendo a la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para comunicar al Tribunal a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Consulte la **Sección 8** de esta Notificación (inmediatamente a continuación) para obtener información específica sobre la Audiencia de Aprobación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Definitiva el 18 de diciembre de 2025 a las 2:00 p.m. en el Juzgado CX104 del Tribunal Superior del Condado de Orange, ubicado en 751 W. Santa Ana Blvd. Santa Ana, CA 92701. En la Audiencia, el juez decidirá si concede la Aprobación Definitiva del Acuerdo y qué cantidad del Acuerdo bruto se pagará a los Abogados de la Clase, a las Demandantes y al Administrador. El Tribunal invitará a los objetores, a los Abogados de la Clase y a los Abogados de la Defensa a presentar sus comentarios antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) personalmente o de forma virtual a través de la plataforma de Audiencias Civiles a Distancia del Tribunal Superior del Condado de Orange en <https://acikiosk.azurewebsites.us/?dept=CX104>. Consulte la página web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal re programe la Audiencia de Aprobación Definitiva. Debe consultar el sitio web del Administrador en _____ con antelación o ponerse en contacto con el Abogado de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que los Demandados y las Demandantes han prometido hacer en virtud del Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es ir al sitio web de Phoenix Settlement Administrators en



_____(url)_____. La Orden Final y la Sentencia se publicarán en el sitio web del Administrador durante al menos 180 días. También puede llamar por teléfono o enviarles un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web del Tribunal Superior entrando en (<https://www.occourts.org/online-services/case-access>) e introduciendo el Número de Causa de la Demanda, n° de causa 1 30-2021-01216930-CU-OE-CXC o n° de causa 30-2021-01229201-CU-OE-CXC.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogado de la Clase:

Zack I. Domb
Correo electrónico zack@dombrauchwerger.com
Devin Rauchwerger
Correo electrónico devin@dombrauchwerger.com
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Teléfono: (213) 537-9225

Joanna Ghosh
Correo electrónico joanna@calljustice.com
Elizabeth Parker-Fawley
Correo electrónico elizabeth@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Teléfono: (818) 265-1020
Fax: (818) 265-1021

Administrador del Acuerdo:

Nombre de la empresa:
Correo electrónico:
Dirección postal:
Teléfono:
Número de fax:

10. ¿QUÉ OCURRE SI PIERDO MI CHEQUE DE ACUERDO?

Si pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador se lo reemplazará siempre que solicite el reemplazo antes de la fecha de nulidad que figura en el anverso del cheque original. Si su cheque ya es nulo, deberá consultar el Fondo de Propiedad No Reclamada del estado de California para obtener instrucciones sobre cómo recuperar los fondos.



11. ¿QUÉ OCURRE SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, debe notificarle inmediatamente al Administrador si se cambia de casa o de alguna forma su dirección postal.



Rebecca Hannett v. Serendipity Hearing, Inc., Orange County Superior Court Case No. 30-2021-01216930-CU-OE-CXC; *Rebecca Hannett v. Serendipity Hearing, Inc. and Willard Clayton Gililand*, Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC; and *Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles County Superior Court Case No. 23STCV24334

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

I request to be excluded from the class action settlement in the matter of *Rebecca Hannett, Mitzi Yaloha Burciaga, et al. v. Serendipity Hearing, Inc., et al.*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I also understand that submission of a request for exclusion from the class settlement will not exclude me from the Private Attorney Generals Act (“PAGA”) portion of the settlement and that if I am entitled to receive one, I will still receive an Individual PAGA Payment even if I request exclusion from the class action settlement.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____) _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the

last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of Transaption, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, Transaption assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference **2025.07.09 Exclusion Form, Rebecca Hannett v. Serendipity Hearing, Inc., Case No. 30-2021-01216930-CU-OE-CXC**

Order Date: July 11, 2025

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the **2025.07.09 Exclusion Form**, in the case of *Rebecca Hannett v. Serendipity Hearing, Inc.*, Case No. 30-2021-01216930-CU-OE-CXC and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on JUL 11, 2025

Christina Harmon

Christina Guerrero Harmon

07/11/2025

Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

Rebecca Hannett contra Serendipity Hearing, Inc., Tribunal Superior del Condado de Orange, caso n° 30-2021-01216930-CU-OE-CXC; *Rebecca Hannett contra Serendipity Hearing, Inc.* y *Willard Clayton Gililand*, Tribunal Superior del Condado de Orange, caso n° 30-2021-01229201-CU-OE-CXC; y *Mitzi Yaloha Burciaga contra Serendipity Hearing, Inc.* y *Sonus Hearing Care Professionals*, Tribunal Superior del Condado de Los Ángeles, caso n° 23STCV24334.

FORMULARIO DE EXCLUSIÓN

UTILICE Y DEVUELVA ESTE FORMULARIO SÓLO SI DESEA EXCLUIRSE DEL ACUERDO COLECTIVO.

Si desea excluirse del Acuerdo Colectivo, debe leer y firmar la siguiente declaración y devolver este formulario al Administrador del Acuerdo, por correo, con matasellos del día **[RESPONSE DEADLINE]** o anterior, a la siguiente dirección postal:

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

Si no desea excluirse del Acuerdo Colectivo (y desea recibir un pago del Acuerdo Colectivo), no debe devolver este formulario - no es necesario que realice ninguna acción.

Solicito que se me excluya del Acuerdo de Demanda Colectiva en el Caso *Rebecca Hannett, Mitzi Yaloha Burciaga y otros contra Serendipity Hearing, Inc. y otros*. Al excluirme del Acuerdo de la Demanda Colectiva, entiendo que no estaré obligado por el Acuerdo y la exoneración de las Reclamaciones Exoneradas de la Clase, y que no recibiré un Pago Individual de la Reclamación. También entiendo que la presentación de una solicitud de exclusión del Acuerdo de Demanda colectiva no me excluirá de la parte del Acuerdo correspondiente a la Ley General de Abogados Privados (“PAGA”) y que, si tengo derecho a recibirla, seguiré recibiendo un Pago PAGA Individual aunque solicite la exclusión del Acuerdo de Demanda colectiva.

Fecha _____

Nombre completo: _____

Dirección: _____

Número de teléfono: (_____) _____

Firma: _____

Para garantizar que este formulario se tramita correctamente en su nombre y evitar confusiones en caso de que varias personas con el mismo nombre o nombres similares presenten este formulario,



le rogamos que facilite al administrador los últimos 4 dígitos de su número de la Seguridad Social para que se pueda confirmar su identidad:



Rebecca Hannett v. Serendipity Hearing, Inc., Orange County Superior Court Case No. 30-2021-01216930-CU-OE-CXC; *Rebecca Hannett v. Serendipity Hearing, Inc. and Willard Clayton Gililand*, Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC; and *Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles County Superior Court Case No. 23STCV24334

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before **[RESPONSE DEADLINE]**.

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.

I wish to object to the Class Settlement on the following grounds:

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

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A copy of the translation is attached to this certification.

Translation reference **2025.07.09 Objection Form, Rebecca Hannett v. Serendipity Hearing, Inc., Case No. 30-2021-01216930-CU-OE-CXC**

Order Date: July 11, 2025

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the **2025.07.09 Objection Form**, in the case of *Rebecca Hannett v. Serendipity Hearing, Inc.*, Case No. 30-2021-01216930-CU-OE-CXC and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on JUL 11, 2025

Christina Harmon

Christina Guerrero Harmon

07/11/2025

Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

Rebecca Hannett contra Serendipity Hearing, Inc, Tribunal Superior del condado de Orange, caso n° 30-2021-01216930-CU-OE-CXC; *Rebecca Hannett contra Serendipity Hearing, Inc. y Willard Clayton Gililand*, Tribunal Superior del condado de Orange, caso n° 30-2021-01229201-CU-OE-CXC; y *Mitzi Yaloha Burciaga contra Serendipity Hearing, Inc. y Sonus Hearing Care Professionals*, Tribunal Superior del condado de Los Ángeles, caso n° 23STCV24334.

FORMULARIO DE OBJECCIÓN

UTILICE Y DEVUELVA ESTE FORMULARIO SÓLO SI DESEA OBJETAR AL ACUERDO DE CLASE.

Si desea objetar al Acuerdo Colectivo, debe exponer todos los motivos de su objeción acompañados de cualquier apoyo legal (a continuación se proporciona espacio para hacerlo), adjuntar todos los papeles, escritos u otros documentos en los que se base para su objeción, firmar en la página siguiente y devolver este formulario por correo al Administrador del Acuerdo, a la siguiente dirección postal, con matasellos del **[RESPONSE DEADLINE]** o anterior.

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

Si no desea objetar al Acuerdo Colectivo, no debe devolver este formulario - no es necesario que realice ninguna acción. Si el acuerdo propuesto recibe la aprobación final del Tribunal, el Administrador del Acuerdo le enviará un cheque por correo de EE.UU., a la última dirección que el Administrador del Acuerdo tenga registrada para usted.

Deseo oponerme al Acuerdo Colectivo por los siguientes motivos:



Fecha _____

Nombre completo: _____

Dirección: _____

Número de teléfono: (____) _____

Firma: _____

Para garantizar que este formulario se tramita correctamente en su nombre y evitar confusiones en caso de que varias personas con el mismo nombre o nombres similares presenten este formulario, facilite al administrador los 4 últimos dígitos de su número de la Seguridad Social para que se pueda confirmar su identidad:

