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**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;

Plaintiffs,
vs.

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)*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Information:

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

1 This matter has come before the Honorable Melissa R. McCormick in Department CX105
2 of the County Superior Court, located at Civil Complex Center, 751 West Santa Ana Boulevard,
3 Santa Ana, CA 92701, on Plaintiff Rebecca Hannett, (“Plaintiff Hannett”) and Plaintiff Mitzi
4 Yaloha Burciaga, (“Plaintiff Burciaga”) (collectively “Plaintiffs”) Motion for Final Approval of
5 Class Action and PAGA Settlement (“Motion for Final Approval”). Domb & Rauchwerger LLP
6 and Lawyers for Justice, PC appeared on behalf of Plaintiffs; Silverstein & Huston appeared on
7 behalf of Defendants Serendipity Hearing, Inc., Sonus Hearing Care Professionals, and Willard
8 Clayton Gililland, (collectively “Defendants”).

9 On January 26, 2026, the Court entered the Order Granting Preliminary Approval of Class
10 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
11 settlement of the above-entitled action (“Action”) in accordance with the Class Action and PAGA
12 Settlement Agreement and the Second Amendment to Class Action and PAGA Settlement
13 Agreement (collectively referred to as the “Settlement” or “Settlement Agreement”), which sets
14 forth the terms and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

18 All terms used herein shall have the same meaning as defined in the Settlement Agreement
19 and the Preliminary Approval Order.

20 This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 The Court finds that the applicable requirements of California Code of Civil Procedure
23 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the
24 Class and the Settlement. The Court hereby makes final its earlier provisional certification of the
25 Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby
26 defined to include:

27 All current and former hourly-paid or non-exempt employees of Defendants in
28 California employed during the Class Period, February 19, 2017 to March 1, 2024.

1 The Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for
2 Final Court Approval (“Class Notice”) that was provided to the Class Members, fully and
3 accurately informed the Class Members of all material elements of the Settlement and of their
4 opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to
5 seek exclusion from the Class Settlement; was the best notice practicable under the circumstances;
6 was valid and provided sufficient notice to all Class Members; and complied fully with the laws
7 of the State of California, the United States Constitution, due process and other applicable law.
8 The Class Notice fairly and adequately described the Settlement and provided the Class Members
9 with adequate instructions and a variety of means to obtain additional information.

10 Pursuant to California law, the Court hereby grants final approval of the Settlement and
11 finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
12 specifically, the Court finds that the Settlement was reached following meaningful investigation
13 conducted by Lawyers *for* Justice, PC and Domb & Rauchwerger LLP (“Class Counsel”); that
14 the Settlement is the result of serious, informed, adversarial, and arms-length negotiations
15 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
16 reasonable. In so finding, the Court has considered all of the evidence presented, including
17 evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of the
18 claims presented; the likely duration of further litigation; the amount offered in the Settlement;
19 the extent of investigation and discovery completed; and the experience and views of Class
20 Counsel. The Court has further considered the absence of legitimate objections to the Class
21 Settlement submitted by Class Members. Accordingly, the Court hereby directs that the
22 Settlement be affected in accordance with the Settlement Agreement and the following terms and
23 conditions.

24 A full opportunity has been afforded to the Class Members to participate in the Final
25 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
26 The Class Members also have had a full and fair opportunity to exclude themselves from the Class
27 Settlement. Accordingly, the Court determines that all Class Members who did not submit a
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1 timely and valid Request for Exclusion (“Participating Class Members”) are bound by the Class
2 Settlement and by this order and judgment (“Final Approval Order and Judgment”) and all
3 Aggrieved Employees, defined as all hourly-paid or non-exempt employees of Defendants in
4 California during the PAGA Period, between February 29, 2020 through March 1, 2024
5 (“Aggrieved Employees”) are bound by the PAGA Settlement and this Final Approval Order and
6 Judgment.

7 There were six Class Members who submitted timely Requests for Exclusion, including
8 Shiva Akhavan, Ana Carmona, Amy Castillo-Lopez, Eduardo de Santiago, Mihiduni Ekanayake,
9 and Deborah Morrison. As a result, these six individuals are hereby excluded from the Class
10 portion of this settlement, are not considered Participating Class Members, and do not release any
11 Class Claims.

12 There was one Class Member who returned the Objection Form that was included with
13 the Notice Packet, however the Class Member did not include any information regarding the basis
14 for any objection, nor was any supporting documentation included; the Objection Form only
15 included the Class Member’s name and contact information. As a result, the objection is
16 overruled.

17 The Court finds that the settlement of the Released PAGA Claims for \$30,000.00, which
18 is designated and allocated as penalties under the California Private Attorneys General Act of
19 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby approved. The
20 Administrator shall distribute the PAGA Penalties as follows: the amount of \$22,500.00 to the
21 California Labor and Workforce Development Agency, and the amount of \$7,500.00 to
22 Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement
23 Agreement.

24 The Court finds that payment of Administration Expenses Payment in the amount of
25 \$8,950 is appropriate for the services performed and costs incurred and to be incurred for the
26 notice and settlement administration process. It is hereby ordered that the Administrator, Phoenix
27 Class Action Administration Solutions, shall issue payment to itself in the amount of \$8,950, in
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1 accordance with the terms and methodology set forth in the Settlement Agreement.

2 The Court finds that the Class Representative Service Payments sought are fair and
3 reasonable for the work performed by Plaintiffs on behalf of the Class, the State of California,
4 and Aggrieved Employees. It is hereby ordered that the Administrator issue payments in the
5 amount of \$5,000.00 each to Plaintiffs Rebecca Hannett and Mitzi Yaloha Burciaga, for their
6 Class Representative Service Payments according to the terms and methodology set forth in the
7 Settlement Agreement.

8 The Court finds that the request for attorneys' fees in the amount of \$97,500.00 to Class
9 Counsel falls within the range of reasonableness, and the results achieved justify the award
10 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
11 are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of
12 \$97,500.00 to Class Counsel for Class Counsel Fees Payment, in accordance with the terms and
13 methodology set forth in the Settlement Agreement. Pursuant to the Agreement between counsel,
14 and approved by Plaintiffs, \$78,000.00 is awarded to Lawyers for Justice PC and the remaining
15 \$19,500.00 is awarded to Domb & Rauchwerger LLP.

16 The Court finds that reimbursement of litigation costs and expenses in the amount of
17 \$18,477.54 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
18 Administrator issue payment in the amount of \$18,477.54 to Class Counsel for reimbursement of
19 Class Counsel Litigation Expenses Payment, with \$16,613.11 awarded to Lawyers for Justice,
20 P.C. and the remaining \$1,864.43 awarded to Domb & Rauchwerger LLP, in accordance with the
21 terms and methodology set forth in the Settlement Agreement.

22 **THE COURT HEREBY ISSUES JUDGMENT AS FOLLOWS:**

23 The Court hereby enters Judgment by which Participating Class Members shall be
24 conclusively determined to have given the following release:

25 All Participating Class Members, on behalf of themselves and their respective former and
26 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
27 release Released Parties from all claims that were, or reasonably could have been, alleged,
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1 based on the facts contained the First Amended Complaint which was filed on August 19,
2 2024 entitled Rebecca Hannett and Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc.,
3 Willard Clayton Gililland and Sonus Hearing Care Professionals, in case number 30-
4 2021-01216930, which are the claims for Defendant's alleged failure to provide meal and
5 rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the
6 correct rates paid for same, pay overtime wages and the correct rates paid for same
7 (including for off-the-clock work or unpaid wages due to unlawful rounding), pay
8 minimum or regular wages for all hours worked (including for off-the-clock work or
9 unpaid wages due to unlawful rounding), pay timely wages during employment, pay all
10 earned and accrued wages to discharged/separated employees, furnish accurate itemized
11 wages statements, maintain required payroll records, and indemnify employees for
12 business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510,
13 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802,
14 Business and Professions Code § 17200, et seq. Participating Class Members do not
15 release any other claims, including claims for vested benefits, wrongful termination,
16 violation of the Fair Employment and Housing Act, unemployment insurance, disability,
17 social security, workers' compensation, or claims based on facts occurring outside the
18 Class Period.

19 "Released Parties" is defined to include "Defendants and each of their former and present
20 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
21 assigns, subsidiaries, or affiliates.

22 All Aggrieved Employees are deemed to release, on behalf of themselves and their
23 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
24 and assigns, the Released Parties from all claims for PAGA penalties that were alleged in the First
25 Amended Complaint, which was filed on August 19, 2024 entitled Rebecca Hannett and Mitzi
26 Yaloha Burciaga v. Serendipity Hearing, Inc., Willard Clayton Gililland and Sonus Hearing Care
27 Professionals, in case number 30-2021-01216930, as well as the August 25, 2021 PAGA Notice
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1 filed by Rebecca Hannett against Serendipity Hearing, Inc. and Willard Clayton Gililland and the
2 June 22, 2023 PAGA Notice filed by Mitzi Yaloha Burciaga against Serendipity Hearing, Inc.
3 and Sonus Hearing Care Professionals, which are the claims for Defendant's alleged failure to
4 provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof
5 and at the correct rates paid for same, pay overtime wages and the correct rates paid for same
6 (including for off-the-clock work or unpaid wages due to unlawful rounding), pay minimum or
7 regular wages for all hours worked (including for off-the-clock work or unpaid wages due to
8 unlawful rounding), pay timely wages during employment, pay all earned and accrued wages to
9 discharged/separated employees, furnish accurate itemized wage statements, maintain required
10 payroll records, and indemnify employees for business expenses in violation of labor Code §§
11 201-204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197,
12 1197.1, 1198, 1198.5, 2802, and Labor Code section 2698, et seq.

13 It is hereby ordered that Pursuant to the terms of the Settlement Agreement, no later than
14 fourteen (14) days after the Effective Date, Defendants shall provide a one-time deposit of
15 \$325,000.00 to the Settlement Administrator to fund the Settlement, along with an amount
16 sufficient to cover the employer payroll taxes. (SA § 4.3.)

17 Within fourteen (14) days of the funding of the Gross Settlement Amount and an amount
18 sufficient for Employer Taxes, the Settlement Administrator will issue payments due under the
19 Settlement Agreement and approved by the Court in its Order granting final approval. (SA § 4.4.)

20 Deductions from the Gross Settlement Amount are to be paid by the Administrator as
21 follows: (1) \$8,950 to the Administrator for its services in administering the settlement
22 process, (2) \$5,000.00 to each to Plaintiff, Rebecca Hannett and Mitzi Yaloha Burciaga, for
23 their Class Representative Service Payments, (3) \$97,500.00 to Class Counsel for Class
24 Counsel Fees Payment, split \$78,000.00 to Lawyers for Justice PC and \$19,500.00 to Domb
25 & Rauchwerger LLP, (4) \$18,477.54 in costs to Class Counsel for Class Counsel Litigation
26 Expenses Payment, split \$16,613.11 to Lawyers for Justice, P.C. and \$1,864.43 to Domb &
27 Rauchwerger LLP, (5)\$22,500 as LWDA PAGA Payment to the Labor and Workforce
28 Development Agency, and (6) \$7,500 distributed to Aggrieved Employees as outlined below.

The Net Settlement Amount will be distributed to each Participating Class Member and calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member's Workweeks (SA § 3.2.4.) The Administrator will calculate each Individual PAGA Payment by dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$7,500 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. (SA § 3.2.5.1.)

Individual Class Payment and Individual PAGA Payment checks shall be valid and negotiable for a period of not less than one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the checks shall be cancelled. All funds remaining after the cancellation of checks, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.* in the names of and for the benefit of those Settlement Class Members who did not cash, deposit, or otherwise negotiate their checks until such time that they claim their property. (SA § 4.4.3.)

After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

Notice of entry of this Final Approval Order and Judgment shall be given to the Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval Order and Judgment on the Administrator's website for a period of at least one hundred and eighty (180) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

1 The Court hereby sets a Final Accounting Hearing approximately one year from now, on
2 _____, 2027 at _____ a.m./p.m. A final accounting status report must be filed
3 at least 9 court days in advance of the Final Accounting Hearing.

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5 Dated: _____

HONORABLE MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT