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Attorneys for Plaintiffs
REBECCA HANNETT, MITZI YALOHA 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 YALOHA 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*)

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

Hearing Information:

Date: March 27, 2025
Time: 2:00 PM
Dept.: CX104
Judge: Hon. Melissa McCormick

DECLARATION OF DEVIN RAUCHWERGER

I, Devin Rauchwerger, declare as follows:

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

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Class Action and PAGA Settlement Agreement in this matter (the "Settlement Agreement") signed by all parties.

3. Defendants Serendipity Hearing Inc. and Sonus Hearing Care Professionals operate a chain of hearing health clinics that offers personalized care, testing and equipment for persons who are hearing impaired; Defendant Willard Clayton Gililland is the owner of Serendipity Hearing Inc. and is named as a Defendant pursuant to the Private Attorney Generals Act claim, but not the class claims. Defendants employed Plaintiff Rebecca Hannett as hourly-paid non-exempt Administrative Assistant from approximately February 2019 to approximately April 2020, in Orange County, California. Defendants employed Plaintiff Mitzi Yaloha Burciaga as an hourly-paid, non-exempt Patient Care Coordinator from approximately March 2022 to approximately November 2022, in Los Angeles County, California.

4. On August 16, 2021, Plaintiff Hannett filed a class action complaint in the Orange County Superior Court, case number 30-2021-01216930-CU-OE-CXC naming Serendipity Hearing, Inc. as the sole defendant. The Complaint alleged ten causes of action for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime), (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages), (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid), (6) Violation of

California Labor Code § 204 (Wages Not Timely Paid During Employment), (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements), (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records), (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), (10) Violation of California Business & Professions Code §§ 17200, *et seq.* On October 29, 2021, Plaintiff Hannett filed a separate case in Orange County Superior Court, Orange County Superior Court case number 30-2021-01229201-CU-OE-CXC, against Defendant Serendipity Hearing Inc. and Defendant Willard Clayton Gililland alleging a single cause of action for civil penalties under the Private Attorney Generals Act (Cal. Labor code section 2698 et. seq.). On October 5, 2023, Plaintiff Burciaga filed a separate Complaint in Los Angeles County Superior Court against Defendants Serendipity Hearing, Inc. and Sonus Hearing Care Professionals alleging eleven causes of action for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime), (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages), (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid), (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment), (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements), (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records), (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), (10) Violation of California Business & Professions Code §§ 17200, *et seq.* and (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

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

Amended Complaint was filed on August 19, 2024 and is the operative Complaint in this matter.

6. After the Parties negotiated the preliminary settlement terms, Lawyers for Justice, P.C., asked me if my offices would associate into the case in order to facilitate getting the Settlement finalized and approved. Following settlement of the matter, the Parties negotiated a Memorandum of Understanding which led to the long-form Settlement Agreement, which is now presented to the Court for preliminary approval.

7. I believe the Settlement meets all criteria required by the Court, including having been reached through an arms-length negotiation by an experienced mediator through a mediator's proposal, having a sufficient investigation conducted to determine the settlement is fair, and being agreed to by counsel who all have extensive experience with class actions.

8. I anticipate very few persons wishing to object to or opt out of the Settlement. The potential claims of all Participating Class members were considered while working out the details of the proposed Settlement. Therefore, objections and opt-outs are not generally anticipated and would likely be the result of unique issues associated with the individual seeking to opt-out.

9. I am not aware of any other class, representative or other collective actions in any Court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals who might be members of this proposed class. I made a reasonable inquiry of other members of my law firm and associate law firms (including Lawyers for Justice, PC) to determine whether any other such actions existed.

10. I believe that the settlement with Defendants for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, adequate and is in the best interest of the Class in light of all known risks, facts and circumstances. These risks include: the risk of significant delay in class members receiving any type of funds, particularly if the Defendants were to declare bankruptcy; risks associated with a contested class certification; the defenses asserted by Defendants, including the argument that the matters at issue will require individualized issues that make class certification inappropriate; the prospect of Defendants obtaining releases from putative class members; Defendants having its employees sign arbitration agreements, exempting them from participation in a class action lawsuit, and numerous potential appellate issues.

11. The key data points upon which I relied in analyzing Defendants' potential exposure are listed as follows (which encompasses the data that was received at the time of the mediation):

- Total Class Size: **339** individuals.
  - **295** Former Employees.
- Total number of Workweeks worked by the Class Members during the Class Period: **19,641.**
- Average Regular Rate: **$17.00** per hour
  - Average Overtime Rate: **$25.50** per hour
- PAGA Pay Periods: **12,908**
- Aggrieved Employee Group Size: **285**

12. Plaintiffs allege that they and the other putative class members are owed compensation for work they performed off-the-clock and were never paid for due to Defendants' alleged policies and practices prohibiting the recording of hours outside of their scheduled shift times and discouraging recorded overtime work while also requiring employees to complete tasks that either could not be performed during their scheduled working hours or during periods in which time was unable to be recorded due to repeated problems with Defendants' timekeeping system. Typically, Plaintiffs and the other class members would be required to start answering phones or otherwise working a few minutes before their shift started and would be required to complete whatever tasks that they had started when their shift ended, resulting in them working several minutes which were unrecorded and uncompensated. However, Defendants strenuously deny these allegations and contend that any off-the-clock work performed was *de minimus*.

13. To determine Defendants' reasonable exposure to the class for the overtime allegations, Class Counsel analyzed the sampled time and pay records provided by Defendants. To determine Defendants' exposure for these off-the-clock overtime allegations, we assumed that Class Members worked approximately 60 minutes off-the-clock in each work week. Using an average hourly rate of $17.00, this results in a loss for each Class Member of $17.00 per workweek. Multiplying this per-workweek loss by the 19,641 workweeks in the Class Data results in a potential

exposure of $333,897. If the same amount of time is paid at an overtime rate of $25.50 (which is not a certainty, as not all shifts were scheduled for a full eight hours such that any off-the-clock work would result in an entitlement to overtime pay), this results in a loss for each Class Member of $25.50 per workweek. Multiplying this per-shift loss by the 19,641 workweeks in the Class Data sampling and then extrapolating that figure out to the full class size results in a potential exposure of $500,845.50.

14. It is impossible to discern from the records the exact amount of off-the-clock work that each employee performed and what they are entitled to; these questions could be viewed as creating individualized issues inappropriate for class certification. Defendants also argued that even assuming Class Members lost time as a result of the off-the-clock allegations, such hours should not necessarily be calculated at an overtime rate, since not all such unpaid work would qualify at an overtime rate, as a significant percentage of the shifts provided in the data sampling were less than 8 hours.

15. Class Counsel calculated the amount of meal breaks at issue in this matter by analyzing the sample set of Class Data to determine the number of violations, and then extrapolating the results out to the remainder of the Class Members not included in the data sampling. The sample data provided by Defendants (which covered 149 employees) included 45,023 shifts which were eligible for at least one meal period and of those, 104 shifts were eligible for a second meal period. Analysis of the sampling showed that there were 5,041 violations in the sample data, which results in a 11.20% meal period violation rate across the sample period. These violations included meal periods which were late, cut short, or not provided at all. Extrapolating this violation rate from the sampling which was received for meal periods out to the full class results in approximately 10,998.96 meal period violations across the Class Period (calculated by multiplying 19,641 work weeks by 5 to get the total number of shifts, and then multiplying that amount by the 11.20% violation rate). At the average class pay rate of $17.00 per hour, this results in a potential exposure of $186,982.32 for meal periods.

16. Rest period premiums were calculated in the same fashion as meal periods. Estimating that each Class Member did not receive a compliant rest break at the same rate that they were denied meal periods, this would result in approximately in exposure of an additional $186,982.32 for rest break violations.

17. We calculated the reasonable exposure of the reimbursement claim by assuming that employees were entitled to $5.00 per workweek for the reasonable use of their personal cell phones, which is in line with the amounts paid for such expenses by other employers. Based on the 19,641 workweeks in the Class Data, Defendants' reasonable exposure for this claim is $98,205.

18. Plaintiffs contend that each paystub failed to include complete itemizations for monies owed, including overtime, the number of hours the Class Members worked and the appropriate hourly rates, and the meal and rest break premiums owed to the Class Members. As noted above, there were 285 employees who worked during the PAGA period. If each of those individuals received the maximum penalty of $4,000, the resulting penalties would be $1,140,000. However, the actual penalties are likely significant lower since it is highly unlikely all 285 employees worked enough pay periods to receive the full $4,000 penalty.

19. From the class information provided to Plaintiffs, there are approximately 295 separated employees in the data set. Using the above hourly rate of $13.50, the potential exposure for waiting time penalties is $1,203,600 ($17.00/hour x 8 hours/per day x 30-day maximum x 295 separated employees).

20. There are 12,908 pay periods in the PAGA period. Assuming that no penalty "stacking" will apply (i.e. the imposition of multiple penalties per pay period) and that the Court will use the violation rate of $100 per pay period, potential PAGA penalties equal $1,290,800. Plaintiff's PAGA claims are also predicated on the violations described above, and thus subject to the same disputes and defenses.

21. The Settlement Agreement has been provided to the Labor and Workforce Development Agency and a proof of service has been concurrently filed and is also attached as **Exhibit 2**.

22. Defendants have reserved all rights to dispute Plaintiffs' ability to satisfy any of the requirements for class certification; however, the Parties have agreed that for purposes of settlement, Defendants will not raise such a dispute.

23. The class is sufficiently numerous because there are 339 employees in the Class, and there is a common interest to many persons as this claim will confer significant benefits to those persons. Furthermore, it would be impracticable to bring all of them before the Court on an individual basis. Moreover, the Class is readily ascertainable as Defendants are in possession of

contact information for its current and former employees via regularly maintained employment records. The common questions of law and fact clearly exist, as the underlying dispute involves Defendants' employment policies and practices which affected all the employees in the proposed Class.

24. I graduated from USC School of Law in 2010. After law school, I was an Associate Attorney at Lawyers for Justice, PC, the Mathews Law Group, the Rager Law Firm, McCune & Harbor, Jackson Lewis LLP and Fisher & Phillips LLP, before becoming a Partner at Fisher & Phillips LLP. During my career, I have represented numerous clients in class action litigation.

25. I have represented both plaintiffs and defendants in numerous class actions and other complex matters. These matters include *Eduardo Gaa, et al. v. Intercare Holdings Inc., et al*., Los Angeles County Superior Court Case No. BC489800*; Vikki Allen v. Covenant Security Services,* Los Angeles County Superior Court Case No. 18STCV08573*, Angel Caracoza v. Ashley Furniture Services, Inc.,* San Bernadino County Superior Court Case No. CIVSB2118827; *Francisco Schiller v. Ashley Distribution Services, LTD et. al.*, San Bernadino County Superior Court Case No. CIDVS2014776*,* US District Court for the Central District of California, Case No. 5:2020cv02662*; James Thomas v. Crothall Healthcare, Inc.,* San Francisco County Superior Court Case No. CGC-18-*566489, George Gonzalez v. Ashley Furniture Industries, Inc.,* San Bernadino County Superior Court Case No. CIVDS2017425*; Cruzelma Martinez, et. al. v. Burger Rehabilitation Systems, Inc.,* Sacramento County Superior Court Case No. 34-2020-00286930; *Maritza Gutierrez, et al. v. La Clinica de la Raza, Inc.* Alameda County Superior Court Case No. RG19010781. *Darrell Alexander v. Farmdale Creamery, Inc.*, San Bernardino Superior Court Case No. CIVSB2205382; *George Martinez v. Northwest Exteriors, Inc.*, Sacramento Superior Court Case No. 34-2022-00318192; *Esmeralda Maken v. Ascencia*, Los Angeles Superior Court Case No. 22STCV13406. I am qualified to evaluate the risks and benefits of both litigation and settlement in this matter and recommend this Settlement as fair and reasonable to the Class.

26. To the best of my knowledge, neither the Plaintiffs nor I have any conflicts of interest with the absent Class Members. I believe that Plaintiffs will be adequate Class

Representatives. Plaintiffs and the Class Members have strong and co-extensive interests in this litigation because they all worked for Defendants during the relevant time period, suffered the same alleged injuries from the same alleged course of conduct, and there is no evidence of any conflict of interest between the Plaintiffs and the Class Members. Moreover, Plaintiffs have demonstrated commitment to the Class by, among other things, retaining experienced counsel, providing counsel with documents and extensively speaking with counsel to assist in identifying the claims asserted in this case, meaningfully participating in the mediation, and exposing herself to the risk of attorneys' fees and costs awarded against her if this lawsuit had been unsuccessful.

27. I calculate that the Net Settlement Amount will be approximately $121,500. The estimated Net Settlement Amount of $121,500 is calculated by taking the $325,000 Gross Settlement Amount and subtracting: the requested attorneys' fees of 38% of the Gross Settlement Amount ($123,500), reimbursement of litigation costs (in the maximum amount of $25,000), a Class Representative Enhancement Payment of $7,500 to each of the named Plaintiffs, PAGA Penalties in the amount of $30,000 and Settlement Administrator costs of $10,000. Based on these figures, the average Individual Settlement Payment is approximately $358.41.

28. The Parties agree that the formula for allocating the Individual Class Payments to Participating Class Members is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons, in light of the uncertainties regarding the calculation of alleged wages, penalties, interest, and expense reimbursement to each Settlement Class Member.

29. All funds remaining in the Qualified Settlement Fund in connection with canceled checks will 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. The Parties agreed on this method as it ensured that unpaid funds would always be available to the employee who earned or is otherwise entitled to those funds and was determined to be the most fair method of distributing uncashed funds.

30. Attached as **Exhibit 3** is the [Proposed] Notice of Class Action Settlement and Hearing Date for Final Court Approval.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on November 1, 2024, in Orange County, California.

Devin E. Rauchwerger

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

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

1. DEFINITIONS.

1.1. “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned *Rebecca Hannett v. Serendipity Hearing, Inc.*, Orange County Superior Court Case No. 30-2021-01216930-CU-OE-CXC (the “*Hannett* Class Action”); *Rebecca Hannett v. Serendipity Hearing, Inc. and Willard Clayton Gililland*, Orange County Superior Court Case No. 30-2021-01229201-CU-OE-CXC (the “*Hannett* PAGA Action”); and, *Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles County Superior Court Case No. 23STCV24334 (the “*Burciaga* Action”), each of which is pending in the respectively named Courts.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.

1.5. “Class” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period.

1.6. “Class Counsel” means Lawyers *for* Justice, PC and Domb & Rauchwerger LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Members’ names, last-known mailing addresses, Social Security numbers and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-

Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.12. "Class Period" means the period from February 19, 2017 to March 1, 2024.

1.13. "Class Representative(s)" means the named Plaintiffs Mitzi Yaloha Burciaga and Rebecca Hannett in the operative complaints in the Actions seeking Court approval to serve as Class Representatives.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles, or County of Orange as applicable herein.

1.16. "Defendants" collectively means the named Defendants Serendipity Hearing, Inc., Sonus Hearing Care Professionals and Willard Clayton Gililland.

1.17. "Defense Counsel" means Silverstein and Huston.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $325,000.00 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from February 29, 2020 to March 1, 2024.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff Burciaga's June 22, 2023 letter to Defendant Serendipity Hearing, Inc., Sonus Hearing Care Professionals and the LWDA, and Plaintiff Hannett's August 25, 2021 letter to Serendipity Hearing, Inc., Willard Clayton Gililland and the LWDA, each providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($7,500) and the 75% to LWDA ($22,500) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” or “Plaintiffs” means Mitzi Yaloha Burciaga and Rebecca Hannett, the named plaintiffs in the respective Actions.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

1.41. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, or affiliates.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

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

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS**.

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

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

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Hannett gave timely written notice to Defendants Serendipity Hearing, Inc. and Willard Clayton Gililland and the LWDA by sending the PAGA Notice on August 25, 2021. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Burciaga gave timely written notice to Defendants Serendipity Hearing, Inc. and Sonus Hearing Care Professionals and the LWDA by sending the PAGA Notice on June 22, 2023.

2.3. On October 4, 2023 and November 21, 2023, the Parties participated in an all-day mediation presided over by Brandon McKelvey which led to this Agreement to settle the Action on February 29, 2024. The mediation was not successful; however, subsequent to the mediation the parties, through counsel, continued to engage in discussions which ultimately led to a resolution.

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

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS.

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

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

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

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

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

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

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

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

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

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

Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties $7,500 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 339 Class Members who collectively worked a total of 19,641 Workweeks, and 285 Aggrieved Employees who worked a total of 12,908 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation

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

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. [INTENTIONALLY LEFT BLANK]

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

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

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

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

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaints filed in the Class Actions, including but not limited to claims for Defendant's alleged failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same (including for off-the-clock work or unpaid wages due to unlawful rounding), pay minimum or regular wages for all hours worked (including for off-the-clock work or unpaid wages due to unlawful rounding), pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, and indemnify employees for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, Business and Professions Code § 17200, et seq., which are premised upon the aforementioned wage and hour violations. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts contained in the Complaint filed in the *Hannett PAGA Action*, the Complaint filed in the *Burciaga Action*, the August 25, 2021 PAGA Notice and the June 22, 2023 PAGA Notice, including but not limited to claims for Defendant's alleged failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same (including for off-the-clock work or unpaid wages due to unlawful rounding), pay minimum or regular wages for all hours worked (including for off-the-clock work or unpaid wages due to unlawful rounding), pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, and indemnify employees for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, and Labor Code section 2698, et seq., which are premised upon the aforementioned wage and hour violations.

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

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

7.2 Plaintiff's Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than seven (7) days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendants or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

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

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 <u>Challenges to Calculation of Workweeks</u>. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

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

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

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

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

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

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

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

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

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

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

10.1 Response to Objections. All Parties retain the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50/50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

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

12.3 <u>No Solicitation</u>. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 <u>Integrated Agreement</u>. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 <u>Attorney Authorization</u>. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 <u>Cooperation.</u> The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 <u>No Prior Assignments</u>. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 <u>No Tax Advice</u>. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

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

To Defendants:

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

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section

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

By:

PLAINTIFF

09 / 09 / 2024

Rebecca Hannett

Rebecca Hannett
Personally, and as Class Representative

PLAINTIFF

DATED: 09 / 06 / 2024

Mitzi Yaloha Burciaga
Personally, and as Class Representative

DEFENDANT

DATED: 9-5-24

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

DEFENDANT

DATED: 9-5-24

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

DEFENDANT

DATED: 9-5-24

Willard Clayton Gililland

APPROVED AS TO FORM:

DATED: 9/11/2024

DOMB & RAUCHWERGER LLP

Zack Domb
Devin Rauchwerger
Jeffrey Jackson
Attorneys for Plaintiffs

DATED: 9/19/2024

LAWYERS for JUSTICE, PC

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

DATED: 9-5-2024

SILVERSTEIN & HUSTON

Mark W. Huston
Robert I. Cohen
Sarin Baghdikian
Attorneys for Defendants

EXHIBIT 2

Jessica Delgado

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Friday, November 1, 2024 2:52 PM
To: Info
Subject: Thank you for your Proposed Settlement Submission

11/01/2024 02:51:54 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-842485-21
Plaintiff for PAGA Case: Rebecca Hannet
Filer/Attorney for PAGA Case: Edwin Aiwazian
Law Firm for PAGA Plaintiff: Lawyers For Justice, PC
Employer: Serendipity Hearing, Inc., et al.
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Orange County Superior Court
PAGA Court Case Number: 30-2021-01229201-CU-OE-CXC
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 11/03/2021 11:34:42 AM by Edwin Aiwazian	Complaint.pdf	3/11/2021 18:34	Court Complaint
PAGA Notice Submitted on 08/25/2021 11:52:56 AM by Edwin Aiwazian	2021.8.25_PAGA Notice_Rebecca Hannet v. Serendipity Hearing, Inc._Certified.pdf	25/08/2021 18:53	PAGA Notice
Proposed Settlement Submitted on 11/01/2024 02:53:00 PM by Devin Rauchwerger	2024.09.19 Serendpity Hearing - Class and PAGA Settlement Agreement_FULLY EXECUTED.pdf	1/11/2024 21:53	Proposed Settlement

Jessica Delgado

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Friday, November 1, 2024 2:53 PM
To: Info
Subject: Thank you for your Proposed Settlement Submission

11/01/2024 02:53:00 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

STATE OF CALIFORNIA
Department of Industrial Relations

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-963885-23
Plaintiff for PAGA Case: Mitzi Yaloha Burciaga
Filer/Attorney for PAGA Case: Gabriella Sole
Law Firm for PAGA Plaintiff: LAWYERS FOR JUSTICE, PC
Employer: Serendipity Hearing, Inc.
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Orange County Superior Court
PAGA Court Case Number: 23STCV24334
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 10/20/2023 02:25:54 PM by Gabriella Sole	2023.10.05_Complaint.pdf	20/10/2023 21:25	Court Complaint
PAGA Notice Submitted on 06/22/2023 06:11:51 PM by Gabriella Sole	2023.06.22_PAGA Notice—Burciaga v. Serendipity Hearing, Inc., et al.pdf	23/06/2023 1:12	PAGA Notice
Proposed Settlement Submitted on 11/01/2024 02:51:54 PM by Devin Rauchwerger	2024.09.19 Serendpity Hearing - Class and PAGA Settlement Agreement_FULLY EXECUTED.pdf	1/11/2024 21:51	Proposed Settlement

EXHIBIT 3

COURT APPROVED NOTICE OF CLASS ACTION 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 _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks 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
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. 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 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. <u>Aggrieved Employees' PAGA Release</u>. 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. 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, 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 decision 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. 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 ______________________________, 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 _______ 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 is ______________.** 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 ___ at _(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 ______________________________ 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)____. 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.

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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.