

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 ERIC Y. HAHN, SBN 311771
E-Mail eric@dombrauchwerger.com
4 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
5 Pasadena, California 91106
Telephone: (213) 537-9225
6

7 EDWIN AIWAZIAN, SBN 232943
E-mail: edwin@calljustice.com
8 ARBY AIWAZIAN, SBN 269827
E-Mail: arby@calljustice.com
9 JOANNA GHOSH, SBN 272479
E-Mail: joanna@calljustice.com
10 ELIZABETH PARKER-FAWLEY, SBN 301592
E-Mail: elizabeth@calljustice.com
11 **LAWYERS for JUSTICE, PC**
450 N Brand Blvd, Suite 900
Glendale, California 91203
12 Tel: (818) 265-1020 / Fax: (818) 265-1021

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

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

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

21
22 Plaintiffs,
vs.

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

26
27 Defendants.
28

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

**SECOND SUPPLEMENTAL BRIEFING IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Information:

Date: January 15, 2026
Time: 2:00 PM
Dept.: CX105
Judge: Hon. Melissa McCormick

1 **I. INTRODUCTION**

2 Plaintiffs Rebecca Hannett and Mitzi Yaloha Burciaga (“Plaintiffs”) on behalf of
3 themselves and the putative Class, respectfully submit this second supplemental briefing in
4 support of Plaintiffs’ unopposed Motion for Preliminary Approval of Class Action and PAGA
5 Settlement. On November 1, 2024, Plaintiffs submitted an unopposed Motion for Preliminary
6 Approval of the Class and PAGA settlement which has been reached in this matter. On March
7 27, 2025, the Court issued a Minute Order on Plaintiffs’ Motion for Preliminary Approval of
8 Class Action and PAGA Settlement in this action, continuing the motion to July 24, 2025 and
9 requiring the parties to submit supplemental briefing. Plaintiffs submitted the original
10 supplemental briefing on July 11, 2025. On July 24, 2025, the Court issued a Minute Order
11 continuing the motion to January 15, 2026 and requesting additional supplemental briefing. In
12 compliance with the Court’s July 24, 2025 Minute Order, the Parties hereby submit the following
13 second supplemental briefing and appropriately revised documents as indicated by the Court’s
14 Minute Order. The substance of the changes as directed by the Court’s July 24, 2025 Minute
15 Order are addressed below.

16 **II. SECOND SUPPLEMENTAL BRIEFING**

17 In addition to this memorandum addressing the changes requested by the Court, Plaintiff
18 also have included the second supplemental declaration of Devin Rauchwerger and a Second
19 Revised Proposed Order. Attached to the Second Revised Proposed Order, as **Exhibit B** is a true
20 and correct copy of the Second Amendment to Class Action and PAGA Settlement Agreement
21 and Class Action and PAGA Notice. (Second Supplemental Declaration of Devin Rauchwerger
22 “Second Supp. Rauchwerger Decl.” ¶ 2.) The Second Amendment to Class Action and PAGA
23 Settlement Agreement and Class and PAGA Notice combines the changes that were made in the
24 First Amendment to Class Action and PAGA Settlement Agreement and Class and PAGA Notice
25 with the additional changes requested by the Court in its July 24, 2025 Minute Order and is signed
26 by all parties (one of the issues the Court requested the Parties address, as further discussed
27 below). (*Id.*)

28 A redline version of the Second Amendment to Class Action and PAGA Settlement and

1 Class and PAGA Notice, showing how it has been revised since the First Amendment to Class
2 Action and PAGA Settlement and Class and PAGA Notice, is attached to the Second
3 Supplemental Rauchwerger Declaration. (Second Supp. Rauchwerger Decl. ¶ 3, **Exhibit 11.**)

4 The Court’s requested changes are detailed below:

5 **As to the Settlement Agreement:**

6 1. The Court pointed out that the Amendment to the Settlement Agreement was not signed
7 by the parties and was missing text on the bottom of page 5. Counsel originally chose to only
8 have Counsel sign the Amendment to the Settlement Agreement based on paragraph 12.9 of the
9 original Agreement which states, “Modification of Agreement. This Agreement, and all parts of
10 it, may be amended, modified, changed, or waived only by express written instrument signed by
11 all Parties or their representatives, and approved by the Court.” Based on this language, Counsel
12 believed it was appropriate to only have the Amendment signed by counsel as the Parties
13 representatives. However, given the Court’s request, the Parties drafted the Second Amendment
14 to Class Action and PAGA Settlement, which combines both the changes made in the Amendment
15 to Class Action and PAGA Settlement with the additional changes requested in the Court’s July
16 25, 2024 Order and the Second Amendment to Class Action and PAGA Settlement was signed
17 by all Parties and counsel. As such, the entire “Settlement Agreement” consists of the originally
18 executed long form Class Action and PAGA Settlement along with the Second Amendment to
19 Class Action and PAGA Settlement. The prior Amendment to Class Action and PAGA Settlement
20 can be disregarded for purposes of documents that constitute the entire Settlement Agreement
21 between the parties.

22 2. The Court pointed out that the settlement agreement states the settlement is intended to
23 settle Case No. 2021-01229201, but the releases in the amendment to the settlement agreement
24 refer only to Case No. 2021-01216930 (Supp. Rauchwerger Decl. (ROA 173) Ex. 4), and Case
25 No. 2021-01229201 remains pending. The Court requested clarification on how and when do the
26 parties intend to resolve Hannett v. Serendipity Hearing, Inc., Case No. 2021-01229201. In order
27 to combine all outstanding claims together from all cases into the present case, the Parties filed a
28 First Amended Class Action Complaint (“FAC”) in the lead Case No. 2021-01216930. The

1 claims encompassed in the FAC combine claims from the Hannett Class case (2021-01216930),
2 the Hannett PAGA case (2021-01229201) and the Burciaga Class and PAGA case (Los Angeles
3 Superior Court case number 23STCV24334). Paragraph 10.6 of the original Class Action and
4 PAGA Settlement Agreement states that “Within 30 days of the Effective Date of the Settlement
5 following the granting of Final Approval, Plaintiff will dismiss the pending cases *Mitzi Yaloha*
6 *Burciaga v. Serendipity Hearing, Inc. and Sonus Hearing Care Professionals*, Los Angeles
7 County Superior Court Case No. 23STCV24334 and *Rebecca Hannett v. Serendipity Hearing,*
8 *Inc. and Willard Clayton Gililand*, Orange County Superior Court Case No 30-2021-01229201-
9 CU-OE-CXC, with prejudice.” As such, there is no need to include in the release the two other
10 cases considering: 1) the FAC in the present case combined all claims and parties from the other
11 two cases, and 2) the Settlement Agreement calls for the dismissal of those two cases once final
12 approval is obtained in the present case.

13 3. The Court pointed out that Plaintiff’s prior Supplemental Brief stated that the estimated
14 high for the PAGA payment was \$60.32, however the Supplemental Rauchwerger Declaration
15 stated that the estimated high for the PAGA payment was \$121.44. The correct estimated high
16 was the \$60.32 figure and not the \$121.44 figure. (Second Supp. Rauchwerger Decl. ¶ 4.)

17 4. The Court inquired whether the Plaintiffs are receiving any compensation for any
18 individual claims. The Plaintiffs are not receiving any compensation for individual claims as part
19 of this settlement, other than the amounts already provided to the Court for their enhancement
20 payments and their share of the class settlement. (Second Supp. Rauchwerger Decl. ¶ 5.)

21 5. The Court asked the parties to narrow the Release language by replacing the phrase
22 “including but not limited to” with “which are the.” The Court also asked the parties to remove
23 the phrase “which are premised upon the aforementioned wage and hour violations.” Both
24 changes have been made and are reflected in the Second Amendment to Class Action and PAGA
25 Settlement.

26 6. The Court asked the parties to narrow the Release language for PAGA by replacing the
27 phrase “including but not limited to” with “which are the.” The Court also asked the parties to
28 remove the phrase “which are premised upon the aforementioned wage and hour violations.” Both

1 changes have been made and are reflected in the Second Amendment to Class Action and PAGA
2 Settlement. (Second Supp. Rauchwerger Decl. ¶ 3, **Exhibit 11** ¶ E-F.)

3 7. Plaintiffs' counsel understands the Court's position that the court remains unlikely to
4 approve attorneys' fees in excess of 30% of the gross settlement amount in this case, but also
5 understand that such decision will not be made until the final approval hearing.

6 8. Plaintiffs understand that the court remains unlikely to approve per plaintiff
7 enhancement awards in excess of \$5,000 in this case, but also understand that such decision will
8 not be made until the final approval hearing.

9 9. The Court pointed out that the settlement agreement had not been amended to address
10 the exclusion and objection forms that were added as part of the first Amendment to Class and
11 PAGA Settlement. The Parties have included language in the Second Amendment to Class
12 Action and PAGA Settlement which incorporates the exclusion and objection forms. (Second
13 Supp. Rauchwerger Decl. ¶ 3, **Exhibit 11** ¶ G, I.)

14 **As to the Notice:**

15 10. Pursuant to the Courts' request, the above changes have been incorporated into the
16 Class Notice to the extent applicable. (Second Supp. Rauchwerger Decl. ¶ 6, **Exhibit 12**.)

17 11. The correct court department, CX105, was updated throughout the Class Notice.
18 (Second Supp. Rauchwerger Decl. ¶ 6, **Exhibit 12**.)

19 12. The Court pointed out that while the prior version of the Class Notice stated that the
20 exclusion and objection forms "may (but are not required)" to be used, the exclusion and objection
21 forms themselves previously stated that they "must" be used. The Parties addressed this issue by
22 removing the mandatory language from forms submitted with this briefing. (Second Supp.
23 Rauchwerger Decl. ¶¶ 7-8, **Exhibits 13-14**.)

24 13. The Court pointed out that on the exclusion form, the bolded paragraph after the
25 settlement administrator's mailing address should be removed, as it was redundant of other
26 statements on the form, and the exclusion form should be reformatted to fit on one page. The
27 Parties have made the requested changes to remove the language and formatted to fit on one page.
28 (Second Supp. Rauchwerger Decl. ¶¶ 7-8, **Exhibits 13-14**.)

1 14. The Court pointed out that on the objection form, the paragraph after the settlement
2 administrator's mailing address should be removed, as it is redundant of other statements on the
3 form, and that the objection form should be reformatted to fit on one page. The Parties have made
4 the requested change to remove the language and formatted to fit on one page. (Second Supp.
5 Rauchwerger Decl. ¶¶ 7-8, **Exhibits 13-14.**)

6 Certified translated versions of the Class Notice, Objection Form and Exclusion Form are
7 submitted herewith as **Exhibits 17-19.**

8 **As to the Proposed Order:**

9 15. The Proposed Order was revised consist with the above. (Second Supp. Rauchwerger
10 Decl. ¶ 9, **Exhibit 15.**)

11 16. The Court Department of CX105 was updated throughout the Proposed Order.
12 (Second Supp. Rauchwerger Decl. ¶ 9, **Exhibit 15.**)

13 17. The references to the Supplemental Declaration of Devin Rauchwerger and its
14 exhibits were removed. (Second Supp. Rauchwerger Decl. ¶ 9, **Exhibit 15.**)

15 18. The original Class Action and PAGA Settlement Agreement, and the Second
16 Amendment to the Class Action and PAGA Settlement Agreement, are attached to the Proposed
17 Order.

18 **Service of Documents to LWDA:**

19 Plaintiffs have served the LWDA with copies of all the Second Supplemental Papers that
20 are being submitted to the Court. (Second Supp. Rauchwerger Decl. ¶ 10, **Exhibit 16.**)

21 **III. CONCLUSION**

22 Based on the above, the Parties respectfully request this Court to enter the Second Revised
23 [Proposed] Preliminary Approval Order granting: (1) conditional certification of the Class for
24 settlement purposes; (2) preliminarily approval of the Class Action and PAGA Settlement; (3)
25 Approval of the Class Action and PAGA Notice and notice plan; (4) appointment of Domb &
26 Rauchwerger LLP and Lawyers for Justice PC as Class Counsel and Plaintiffs Rebecca Hannett and
27 Mitzi Yaloha Burciaga as Class Representatives; (5) appointment of Phoenix Settlement
28

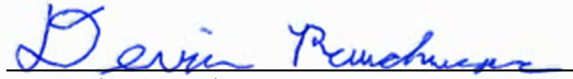
Administrators as the Settlement Administrator; and, setting a Final Approval hearing for June 4, 2026.

Dated: January 2, 2026

Respectfully submitted,

DOMB & RAUCHWERGER LLP

By:



Zack I. Domb

Devin Rauchwerger

Attorneys for Plaintiffs,

Rebecca Hannett, Mitzi Yaloha Burciaga

and the Proposed Class