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13 Rebecca Hannett, Mitzi Yaloha Burciaga, and the Proposed Class

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

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

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

21 Plaintiffs,

22 vs.

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

26 Defendants.

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

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

Hearing Information:

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

1 **I. INTRODUCTION**

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

15 **II. SUPPLEMENTAL BRIEFING**

16 The Supplemental Briefing including supplemental declarations of Devin Rauchwerger
17 and Elizabeth Parker-Fawley to address the various issues raised by the Court in the March 27,
18 2025 Order. Attached to the Supplemental Declaration of Devin Rauchwerger (“Supp.
19 Rauchwerger Decl.”), as **Exhibit 4** is a true and correct copy of the Amendment to Class Action
20 and PAGA Settlement Agreement and Class Action and PAGA Notice, which contains all of the
21 changes that were made as an amendment to the settlement agreement pursuant to the Court’s
22 Order. The revised Court Approved Notice of Class Action and PAGA Settlement and Hearing
23 Date for Final Court Approval, along with the Exclusion Form and Objection Form, is attached
24 as Exhibit A to the Amendment to Class Action and PAGA Settlement Agreement, and as Exhibit
25 C to the Revised Proposed Order submitted concurrently with the Supplemental Briefing. The
26 Certified Spanish translated version of the Court Approved Notice of Class Action and PAGA
27 Settlement and Hearing Date for Final Court Approval, along with the Certified Spanish translated
28 Exclusion Form and Objection Form, is attached to the Supp. Rauchwerger Decl., as **Exhibit 10**,

1 and as Exhibit D to the Revised Proposed Order. A redline version of the revised Class Action
2 and PAGA Notice showing how it has been revised is attached to the Supp. Rauchwerger Decl.
3 as **Exhibit 5**.

4 The Court's requested changes, which are reflected in the Amendment to Class Action
5 and PAGA Settlement Agreement, Class Action and PAGA Notice, and the Revised Proposed
6 Order, are detailed below:

7 **1) Service of Documents to LWDA**

8 Pursuant to the Court's March 27, 2025 Order, Plaintiffs have now served the LWDA with
9 copies of all moving papers, including all of the moving papers filed as part of the Motion for
10 Preliminary Approval, as well as the Supplemental Briefing and all supporting papers.¹ (Supp.
11 Rauchwerger Decl., ¶ 4.) A true and correct copy of the email-confirmations demonstrating that
12 all of the above referenced documents were uploaded to the LWDA portal on July 11, 2025, in
13 connection with both Plaintiff Hannett's August 25, 2021 PAGA Notice and Plaintiff Burciaga's
14 June 22, 2023 PAGA Notice, is attached to the Supp. Rauchwerger Decl. as **Exhibit 6**.

15 **2) Estimated High and Low Payments to Class Members**

16 As outlined in the moving papers, the Net Settlement Amount will be approximately
17 \$121,500. (Supp. Rauchwerger Decl. ¶ 6.) The estimated Net Settlement Amount of \$121,500 is
18 calculated by taking the \$325,000 Gross Settlement Amount and subtracting: the requested
19 attorneys' fees of 38% of the Gross Settlement Amount (\$123,500), reimbursement of litigation
20 costs (in the maximum amount of \$25,000), Class Representative Service Payments of \$7,500 to
21 each of the named Plaintiffs, the LWDA PAGA Payment of \$30,000, and Administrator Expenses
22 Payment at the quoted amount of \$10,000. (*Id.*) Based on these figures, Class Counsel calculates
23 the lowest Individual Class Payment at approximately \$6.19 and the highest at approximately
24 \$2,270.28 (assuming 366 workweeks in the class period and the workweek value of \$6.19). (*Id.*)

25
26 ¹ Plaintiff's counsel's paralegal, who served the original Settlement Agreement on the LWDA, is currently out on
27 maternity leave. (Rauchwerger Decl., ¶ 5.) Given Ms. Delgado's absence, Plaintiff's counsel is not certain whether
28 all moving papers, including the memorandum of points and authorities in support of the Motion for Preliminary
Approval and Declarations in support were served on the LWDA at the time the original Settlement Agreement was
served on the LWDA. (*Id.*) As such, out of an abundance of caution, all papers, including both the original briefing
and supplemental briefing, were resent to the LWDA as outlined in this paragraph. (*Id.*)

1 **3) Estimated High, Low and Average PAGA Payments**

2 As outlined in the moving papers, the total PAGA Penalty amount is \$30,000, with 75%
3 or \$22,500 allocated to the LWDA and 25% or \$7,500 allocated to the Aggrieved Employees.
4 (Supp. Rauchwerger Decl. ¶ 7.) Based on the above figures, Class Counsel calculates that the
5 average Individual PAGA Payment is approximately \$26.32. (*Id.*) The lowest Individual PAGA
6 Payment is approximately \$0.58 and the highest is approximately \$60.32. (*Id.*)

7 **4) Plaintiffs' Anticipated Total Compensation**

8 Class Counsel estimates Plaintiff Hannett's total compensation for their Individual Class
9 Payment will be \$396.16 for her Individual Class Payment and \$4.64 for her Individual PAGA
10 Payment. (Supp. Rauchwerger Decl. ¶ 8.) Class Counsel estimates Plaintiff Burciaga's total
11 compensation will be \$235.22 for her Individual Class Payment and \$11.02 for her Individual
12 PAGA Payment. (*Id.*)

13 **5) Revised Settlement Agreement**

14 As outlined above in section at the beginning of Section II, the Parties executed an
15 Amendment to Class Action and PAGA Settlement Agreement which incorporated the following
16 changes requested by the Court:

17 **i. Release by Participating Class Members**

18 Paragraph 6.2 of the Original Agreement, which contains the release by Participating
19 Class Members, was revised to state that the release was only as to claims that were, or could
20 have been asserted, based on the facts as alleged in the First Amended Complaint, and also
21 identifies the date of filing of August 19, 2024 as well as reference to all of the Plaintiffs,
22 Defendants and case number as requested by the Court.

23 **ii. Release by Aggrieved Employees**

24 Paragraph 6.3 of the Original Agreement, which contains the release by Aggrieved
25 Employees, was revised to state that Aggrieved Employees are only released claims for PAGA
26 penalties that were alleged in the First Amended Complaint (and also provides the date of filing,
27 parties and case number), and that was also exhausted in the two PAGA notices that were filed on
28 August 25, 2021 and June 22, 2023. A true and correct copy of the PAGA Notice filed on August 25,

2021 and the PAGA Notice filed on June 22, 2023, are attached to the Supp. Rauchwerger Decl. as Exhibits 7 and 8, respectively.

iii. Revisions to Paragraph 6

The first sentence of paragraph 6 which identifies the various releases by Plaintiff, the Class Members, and the Aggrieved Employees, was revised to include reference to the Aggrieved Employees.

iv. Revisions to Paragraph 1.43

Paragraph 1.43, which contained the definition of “Response Deadline,” was revised to include reference to Class Members being able to fax, email or mail challenges to workweeks or pay periods within 60 days after the Administrator mails notice to Class Members, which is extended by 14 days to the extent the Notice Packet is remailed to the Class Member.

v. Revisions to Paragraph 8.6

Paragraph 8.6 of the Settlement Agreement was revised to add the language requested by the Court regarding the Parties filing with the Court all challenges submitted by class members with respect to any workweek or pay period dispute, and that the Court would review any decision made by the Administrator.

6) Attorneys’ Fees

While Plaintiffs’ counsel will go into greater detail demonstrating the time spent in the Motion for Final Approval, Plaintiffs’ counsel expended a substantial amount of time litigating these matters in order to achieve the settlement herein. (Supplemental Declaration of Elizabeth Parker-Fawley “Supp. Parker-Fawley Decl.”, ¶ 2.) Plaintiffs’ counsel propounded numerous sets of discovery, reviewed nearly 10,000 pages of document production, defended the deposition of Plaintiff Hannett, met and conferred extensively with Defendants’ counsel, noticed motions to compel discovery responses, and was actively preparing for class certification prior to mediation, all of which justify the percentage requested by Plaintiffs’ counsel. (*Id.*)

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1 **7) Enhancement awards**

2 Plaintiffs were actively involved in the prosecution of this matter. (Supp. Parker-Fawley
3 Decl., ¶ 3.) Plaintiff Hannett prepared and appeared for her deposition. (*Id.*) Throughout the
4 case, Plaintiffs spent time fulfilling their responsibilities as class and PAGA representatives,
5 which included gathering documents concerning their employment with Defendant, reviewing
6 documents, answering questions, providing guidance regarding the duties of other non-exempt
7 employees, and helping develop a strategy as to what documents and information to obtain from
8 Defendant. (*Id.*)

9 **8) Revised Class Notice.**

10 As referenced above at the beginning of Section II, Plaintiff's counsel is including a revised
11 Class Action and PAGA Notice, as well as a redline version to assist the Court in identifying the
12 various changes made. The changes to the Class Notice, which were requested by the court, are
13 outlined as follows:

- 14 • The Notice was consistent with the changes referenced above in the Amendment to
15 the Class and PAGA Settlement.
- 16 • The title was changed to reflect that it is a Notice of Class Action and PAGA
17 Settlement.
- 18 • The Notice on page 1 was revised to change workweeks during the PAGA period to
19 pay periods during the PAGA Period.
- 20 • In Section 1 of the notice, the word "strongly" was removed from the statement
21 regarding Defendant denying violating any laws.
- 22 • In Section 2 of the notice, the words "lengthy" related to the Settlement Agreement
23 and "Strongly" related to Plaintiffs and Class Counsel's belief that the Settlement is
24 a good deal, were both removed.
- 25 • In Section 3, paragraph 10 of the Notice, the Parties included language reflecting that
26 Aggrieved Employees will be bound by the release, regardless of whether they
27 exclude themselves from the Settlement or cash their checks.
- 28 • Section 3, paragraph 6 of the Notice, as well as Section 6, now reflect that Class

Members may, but are not required, to use the Exclusion Form attached to the Notice.

- Section 7 of the Notice reflects that Class Member may, but are not required to, use the Objection Form attached to the Notice.
- Section 4, paragraph 3 of the Notice is revised to reflect that while the Administrator will make the initial decision on challenges to work weeks and pay periods, the Court may review the Administrator's decision.
- Section 6 of the Notice was revised to state that the Exclusion Form can be faxed, emailed or mailed to the Settlement Administrator.
- The second sentence of the first paragraph of Section 7 was removed relating to Class Members seeing what Plaintiffs and Defendants are asking the Court to approve before deciding to object to the Settlement.
- The first sentence of the second paragraph in Section 7 was revised to remove any reference to the examples provided.
- Section 7 of the Notice was revised to state that the Objection Form can be faxed, emailed or mailed to the Settlement Administrator.
- Section 9 of the Settlement Agreement was revised to state that the judgment will be posted on the Settlement Administrator's website for at least 180 days.

9) The Notice Packet Only Needs to be Translated into English and Spanish

All of the Class Members and Aggrieved Employees speak either English or Spanish, therefore there is no need to have the Notice sent out in any other languages besides English and Spanish. (Supp. Rauchwerger Decl., ¶ 11.)

10) Revised Proposed Order

Pursuant to the Court's Order, Plaintiffs' Counsel have submitted a Revised Proposed Order concurrently with this supplemental briefing. Plaintiffs' Counsel has also attached a redline version of the Revised Proposed Order to the Supp. Rauchwerger Decl., as **Exhibit 9**. The revisions made to the Revised Proposed Order are summarized as follows:

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- The Proposed Order, to the extent it included reference to provisions in the Settlement Agreement or Notice that were revised as reflected above, was also revised accordingly.
- Counsels' information was removed from the Caption page.
- Paragraph 1 was revised to include the Court's preliminary findings that the Settlement is fair, adequate and reasonable, and in the best interests of the Class members; Paragraph 6 which contained similar information was removed.
- Paragraph 5 was revised to include the word "preliminarily" before the word "appointed," in two places.
- An additional sentence was added which states that "The Court orders the parties and the settlement administrator to carry out their duties and obligations in accordance with the terms of the settlement agreement."
- The Proposed Order was revised to state the Gross Settlement Amount, PAGA allocation amount, the not-to-exceed amount for Plaintiffs' enhancement awards, the attorneys' fees amount, the litigation costs amount, and the settlement administration costs amount.
- The Settlement Agreement, the Amendment to the Settlement Agreement, the Class Notice packet, as well as the Exclusion Form and Objection Form, are attached the Revised Proposed Order.
- The Revised Proposed Order includes reference that the Court retains jurisdiction to enforce the settlement pursuant to Code of Civil Procedure section 664.6.
- The Revised Proposed Order includes a proposed hearing date for the Motion for Final Approval for December 18, 2025 at 2:00 p.m.

III. CONCLUSION

For the foregoing reasons, the Parties respectfully request this Court to enter the Revised [Proposed] Preliminary Approval Order granting: (1) conditional certification of the Class for settlement purposes; (2) preliminarily approval of the Class Action and PAGA Settlement; Approval of the Class Action and PAGA Notice and notice plan; (4) appointment of Domb & Rauchwerger

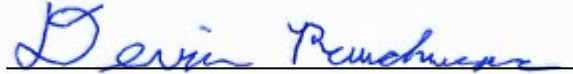
1 LLP and Lawyers for Justice PC as Class Counsel and Plaintiffs Rebecca Hannett and Mitzi Yaloha
2 Burciaga as Class Representatives; (5) appointment of Phoenix Settlement Administrators as the
3 Settlement Administrator; and, setting a Final Approval hearing for December 18, 2025.

4
5 Dated: July 11, 2025

Respectfully submitted,

DOMB & RAUCHWERGER LLP

6
7 By:



Zack I. Domb

Devin Rauchwerger

Attorneys for Plaintiffs,

Rebecca Hannett, Mitzi Yaloha Burciaga
and the Proposed Class