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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 Plaintiffs,
22 vs.

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

26 Defendants.
27
28

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

**SECOND SUPPLEMENTAL
DECLARATION OF DEVIN
RAUCHWERGER IN SUPPORT OF
PLAINTIFFS' 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 **SECOND SUPPLEMENTAL DECLARATION OF DEVIN RAUCHWERGER**

2 I, Devin Rauchwerger, declare as follows:

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

12 2. Attached to the revised proposed order as **Exhibit B** is a true and correct copy of the
13 Second Amendment to Class Action and PAGA Settlement Agreement and Class Action and PAGA
14 Notice, which contains all of the changes that were made as a second amendment to the settlement
15 agreement pursuant to the Court’s July 24, 2025 Order.

16 3. Attached hereto as **Exhibit 11** is a true and correct copy of the redline version of the
17 Second Amendment to Class Action and PAGA Settlement Agreement and Class Action and PAGA
18 Notice, showing how it has been revised pursuant to the Court’s July 24, 2025 Order.

19 4. The correct estimated high was the \$60.32 figure and not the \$121.44 figure.

20 5. The Plaintiffs are not receiving any compensation for individual claims as part of
21 this settlement, other than the amounts already provided to the Court for their enhancement
22 payments and their share of the class settlement.

23 6. Attached hereto as **Exhibit 12** is a true and correct copy of the redline version of the
24 second revised Class Action and PAGA Notice showing how it has been revised pursuant to the Court’s
25 July 24, 2025 Order.

26 7. Attached hereto as **Exhibit 13** is a true and correct copy of the redline version of the
27 revised Objection Form showing how it has been revised pursuant to the Court’s July 24, 2025 Order.

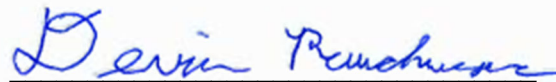
28 8. Attached hereto as **Exhibit 14** is a true and correct copy of the redline version of the

1 revised Exclusion Form showing how it has been revised pursuant to the Court's July 24, 2025 Order.

2 9. Attached hereto as **Exhibit 15** is a true and correct copy of a redline version of the Second
3 Revised Proposed Order showing the various revisions made pursuant to the Court's Order.

4 10. Pursuant to California Labor Code section 2699(l), the Settlement Agreement as well as
5 all original moving papers and supplemental papers have been provided to the Labor and Workforce
6 Development Agency via the LWDA's website. Attached hereto as **Exhibit 16** is a true and correct
7 copy of the proof of service of the second supplemental documents served on the LWDA.

8 I declare under penalty of perjury under the laws of the United States and the State of
9 California that the foregoing is true and correct. Executed on January 2, 2026, in Orange County,
10 California.

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13 Devin E. Rauchwerger
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EXHIBIT 11

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Attorneys for Plaintiffs
REBECCA HANNETT, MITZI YALOA BURCIAGA, and the Proposed Class

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

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

Plaintiff,

vs.

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

Defendants.

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

Honorable Melissa R. McCormick
Department ~~CX104~~CX105

CLASS ACTION

**SECOND AMENDMENT TO CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS AND
PAGA NOTICE**

Complaint Filed: August 16, 2021
Jury Trial Date: None Set

Hearing Information:

Date: ~~July 24, 2025~~January 15, 2026
Time: 2:00 p.m.
Dept: ~~CX105~~104

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

8 **A. Title of Document is Changed as follows:**

9 **CLASS ACTION AND PAGA SETTLEMENT AND CLASS AND PAGA**
10 **NOTICE**

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

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

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

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

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

27 Effective on the date when Defendants fully fund the entire Gross Settlement Amount
28 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,

1 Plaintiffs, the Class Members and the Aggrieved Employees will release claims against all
2 Released Parties as follows:

3 **E. Paragraph 6.2 of the Original Agreement is hereby amended as follows:**

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

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

26 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
27 behalf of themselves and their respective former and present representatives, agents, attorneys,
28 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA

penalties that were alleged in the First Amended Complaint, which was filed on August 19, 2024 entitled Rebecca Hannett and Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc., Willard Clayton Gililland and Sonus Hearing Care Professionals, in case number 30-2021-01216930, as well as the August 25, 2021 PAGA Notice filed by Rebecca Hannett against Serendipity Hearing, Inc. and Willard Clayton Gililland and the June 22, 2023 PAGA Notice filed by Mitzi Yaloha Burciaga against Serendipity Hearing, Inc. and Sonus Hearing Care Professionals, ~~including but not limited to which are the~~ claims for Defendant's alleged failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same (including for off-the-clock work or unpaid wages due to unlawful rounding), pay minimum or regular wages for all hours worked (including for off-the-clock work or unpaid wages due to unlawful rounding), pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, and indemnify employees for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, and Labor Code section 2698, et seq., ~~which are premised upon the aforementioned wage and hour violations.~~

G. Paragraph 8.5.1 of the Original Agreement is hereby amended as follows:

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 may be submitted either by completing and returning the optional Request for Exclusion form included with the Class Notice or by sending 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.

H. Paragraph 8.6 of the Original Agreement is hereby amended as follows:

Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. 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 to the challenges. The Parties shall file with the court all challenges submitted by class members, the evidence submitted, and the resolution of the challenges, and although the Administrator may make the initial decision regarding the challenges, the court may review any decision made by the Administrator.

I. Paragraph 8.7.2 of the Original Agreement is hereby amended as follows:

Participating Class Members may send written objections to the Administrator, by fax, email, or mail. Written objections may be submitted either by completing and returning the optional Objection form included with the Class Notice or by submitting a written statement that reasonably communicates the Participating Class Member's objection. 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).

J. Paragraph 12.17 of the Original Agreement is hereby amended as follows:

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
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225

Joanna Ghosh
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Edwin Aiwarzian
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Arby Aiwarzian
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Elizabeth Parker-Fawley
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LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
~~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
1551 N. Tustin Ave., Suite 3900
Santa Ana, CA 92705
~~701 South Parker Street, Suite 3900~~
~~Orange, California 92868~~
Telephone: (714) 547-2511

K. Exhibit A to the Original Agreement, which consisted of the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, is hereby replaced with the revised COURT

1 APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
2 HEARING DATE FOR FINAL COURT APPROVAL attached hereto as “**Exhibit**
3 **A.**”

4
5 **PLAINTIFF**

6 DATED: _____

Rebecca Hannett
Personally, and as Class Representative

8
9 **PLAINTIFF**

10 DATED: _____

Mitzi Yaloha Burciaga
Personally, and as Class Representative

12
13 **DEFENDANT**

14 DATED: _____

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

17
18 **DEFENDANT**

19 DATED: _____

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

21
22 **DEFENDANT**

23 DATED: _____

Willard Clayton Gililland

24
25 **APPROVED AS TO FORM:**

26 **DOMB & RAUCHWERGER LLP**

27 DATED: _____

Zack I. Domb
Devin E. Rauchwerger

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Attorneys for Plaintiffs Rebecca Hannett, Mitzi
Yaloha Burciaga, the Proposed Class and the
Aggrieved Employees

SILVERSTEIN & HUSTON

DATED: _____

Mark W. Huston, Esq.
Robert I. Cohen, Esq.
Attorneys for Defendant Serendipity Hearing,
Inc., Sonus Hearing Care Professionals and
Willard Clayton Gililand

EXHIBIT 12

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

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

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

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

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

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

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

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants 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 ~~are~~ **is** represented by attorneys in the Action:

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Devin Rauchwerger
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DOMB & RAUCHWERGER LLP
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Joanna Ghosh
E-Mail joanna@calljustice.com
Elizabeth Parker-Fawley
E-Mail elizabeth@calljustice.com
LAWYERS for JUSTICE, PC
~~450 N. Brand Blvd., Suite 900~~
~~410 West Arden Avenue, Suite 203~~
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

(“Class Counsel.”)

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

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

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

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

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

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

Judgment is appealed.

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

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

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

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual

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

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

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

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

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

Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

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

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

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged in the First Amended Complaint, which was filed on August 19, 2024 entitled Rebecca Hannett and Mitzi Yaloha Burciaga v. Serendipity Hearing, Inc.,

Willard Clayton Gililland and Sonus Hearing Care Professionals, in case number 30-2021-01216930-, as well as the August 25, 2021 PAGA Notice filed by Rebecca Hannett against Serendipity Hearing, Inc. and Willard Clayton Gililland and the June 22, 2023 PAGA Notice filed by Mitzi Yaloha Burciaga against Serendipity Hearing, Inc. and Sonus Hearing Care Professionals, ~~including but not limited to which are the~~ claims for Defendant's alleged failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same (including for off-the-clock work or unpaid wages due to unlawful rounding), pay minimum or regular wages for all hours worked (including for off-the-clock work or unpaid wages due to unlawful rounding), pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, and indemnify employees for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, and Labor Code section 2698, et seq., ~~which are premised upon the aforementioned wage and hour violations.~~

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

5. HOW WILL I GET PAID?

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

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on ~~December 18, 2025~~ June 4, 2026 at 2:00 p.m. in Department CX~~104~~105 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, Plaintiffs, 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> <https://acikiosk.azurewebsites.us/?dept=CX105>. Check the Court’s website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

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

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION

ABOUT THE SETTLEMENT.

Class Counsel:

Zack I. Domb

E-Mail zack@dombrauchwerger.com

Devin Rauchwerger

E-Mail devin@dombrauchwerger.com

DOMB & RAUCHWERGER LLP

1055 East Colorado Blvd., Fifth Floor

Pasadena, California 91106

Telephone: (213) 537-9225

Joanna Ghosh

E-Mail joanna@calljustice.com

Elizabeth Parker-Fawley

E-Mail elizabeth@calljustice.com

LAWYERS for JUSTICE, PC

~~450 N. Brand Blvd., Suite 900~~

~~410 West Arden Avenue, Suite 203~~

Glendale, California 91203

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 13

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

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

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

Date: _____

Full Name: _____

Address: _____

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

Signature: _____

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

EXHIBIT 14

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

EXCLUSION FORM

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

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

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

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

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

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____) _____

Signature: _____

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

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

EXHIBIT 15

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

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

Plaintiffs,

vs.

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

Defendants.

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

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

Hearing Information:

Date: ~~July 24, 2025~~ January 15, 2026
Time: 2:00 PM
Dept.: ~~CX104~~ 105
Judge: Hon. Melissa McCormick

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

2 **PLEASE TAKE NOTICE THAT** on ~~July 24, 2025~~January 15, 2026, at 2:00 pm, the Motion for
3 Preliminary Approval of Class Action and PAGA Settlement filed by Plaintiffs Rebecca Hannett and
4 Mitza Yaloha Burciaga (“Plaintiffs”), on behalf of themselves, a Settlement Class and Aggrieved
5 Employees, and not opposed by Defendants Serendipity Hearing, Inc., Willard Clayton Gililand, and
6 Sonus Hearing Care Professionals (“Defendants”), came for hearing in Department CX~~104~~105 of
7 the Orange County Civil Complex Center, located at 751 W. Santa Ana Blvd Santa Ana, CA 92701.

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

12 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

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

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

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

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

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

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

21 Edwin Aiwarzian
22 Arby Aiwarzian
23 Joanna Ghosh
24 Elizabeth Parker-Fawley
25 LAWYERS *for* JUSTICE, PC
26 450 North Brand Blvd., Suite 900
27 410 West Arden Avenue, Suite 203
28 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
E-mail: edwin@calljustice.com
E-Mail: arby@calljustice.com
E-Mail: joanna@calljustice.com
E-Mail: elizabeth@calljustice.com

29 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents
30 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
31 necessary to consummate the Settlement. Any Class Member may enter an appearance through

counsel of such Class Member's own choosing and at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

6. A final approval hearing shall be held before this Court at 2:00 p.m. on ~~December 18, 2025~~ June 4, 2026 in Department CX ~~104~~ 105 of the Orange County Civil Complex Center, located at 751 W. Santa Ana Blvd Santa Ana, CA 92701, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether a Judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be approved as fair, adequate and reasonable to the Class Members. Furthermore, the Court will decide whether to approve Class Counsels' Fee request of an amount not to exceed 38% (\$123,500) of the GSA, Class Counsels request for costs in an amount not to exceed \$25,000, the Class Representative Enhancement Payments to each Class Representative in an amount not to exceed \$7,500 per Class Representative, the PAGA payment of \$30,000, and the settlement administration costs in an amount not to exceed \$10,000. The Final Approval hearing may be continued without further notice.

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

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

9. The Court orders the Parties and the Settlement Administrator to carry out their duties and obligations in accordance with the terms of the Settlement Agreement.

10. Pursuant to the Settlement Agreement, requests for exclusion, challenges to workweeks, or written objections to the Settlement Agreement, must be received no later than 60 days after the

1 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice
2 is re-mailed.) Class Members will also have the option of appearing at the Final Approval Hearing to
3 Object in person.

4 11. The Court hereby approves, as to form and content, the Notice of Class Action and PAGA
5 Settlement and Hearing Date for Final Court Approval, along with the accompanying Exclusion Form
6 and Objection Form, collectively attached as **Exhibit C** to this Order, ~~copies of which were also attached~~
7 ~~as **Exhibit 4** to the Supplemental Declaration of Devin Rauchwerger filed concurrently herewith.~~ The
8 Court hereby also approves, as to form and content, the Spanish translated version of the Notice of Class
9 Action and PAGA Settlement and Hearing Date for Final Court Approval, along with the Spanish
10 translated versions of the Exclusion Form and Objection Form, collectively attached as **Exhibit D** to this
11 Order, ~~copies of which are also attached as **Exhibit 10** to the Supplemental Declaration of Devin~~
12 ~~Rauchwerger filed concurrently herewith.~~ The Court finds that the distribution of the Notice of Class
13 Action and PAGA Settlement substantially in the manner and form set forth in the Settlement Agreement
14 and this Order meets the requirements of due process, is the best notice practicable under the
15 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

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

19 13. The Court retains jurisdiction to enforce the Settlement Agreement pursuant to Code of
20 Civil Procedure section 664.6.

21 IT IS SO ORDERED.

22
23 Dated: _____

24 HON. MELISSA MCCORMICK
25 JUDGE OF THE SUPERIOR COURT
26
27
28

EXHIBIT 16

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
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5 Pasadena, California 91106
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8 JOANNA GHOSH, SBN 272479
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9 ELIZABETH PARKER-FAWLEY, SBN 301592
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10 **LAWYERS for JUSTICE, PC**
450 N Brand Blvd, Ste 900
11 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

13 Attorneys for Plaintiffs
14 REBECCA HANNETT, MITZI YALOA BURCIAGA, and the Proposed Class

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF ORANGE**

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

22 Plaintiffs,

23 vs.

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

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)

Assigned for all purposes to the
Honorable Melissa R. McCormick, Department
CX104

**PROOF OF SERVICE RE: SECOND
SUPPLEMENTAL BRIEFING IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT TO
LWDA**

Hearing Information:

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

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

- **SECOND SUPPLEMENTAL BRIEFING IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **SECOND SUPPLEMENTAL DECLARATION OF DEVIN RAUCHWERGER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **SECOND REVISED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Via Online Submission – LWDA portal

☒ **[by ELECTRONIC SERVICE]** – I caused the documents to be sent to the persons via the Online Submission portal for the California Labor & Workforce Development Agency.

Executed January 2, 2026, at Sacramento County, California.

By:

Signature _____