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9 Attorneys for Plaintiffs MINDI HAMPTON and TAMMY RAUTENBERG
10 and all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 MINDI HAMPTON, an individual; TAMMY
14 RAUTENBERG, an individual; on behalf of
15 themselves and all others similarly situated and
16 the general
public,

17 Plaintiffs,

18 vs.
19

20 INFUSION4HEALTH, INC., a California
corporation; and DOES 1 to 100, inclusive,

21 Defendants.
22
23
24

Case No. 24STCV02692

[Assigned for All Purposes to:
The Hon. Carolyn B. Kuhl, Dept. SS12]

**DECLARATION OF PLAINTIFF AND
CLASS REPRESENTATIVE MINDI
HAMPTON IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 11, 2025

Time: 10:30 a.m.

Dept: 12

1 I, MINDI HAMPTON, declare as follows:

2 1. I am over the age of eighteen and am a Class Representative Plaintiff in the matter
3 *Hampton v. Infusion4Health, Inc.* The foregoing is based upon my personal knowledge and, if
4 called as a witness, I could and would competently testify thereto.

5 2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval
6 of Class Action Settlement.

7 3. I was previously employed by Defendant Infusion4Health, Inc. ("Defendant")
8 from November 2021 to October 2023 and worked in California as a registered nurse. During my
9 time working for Defendant, I was subjected to the same wage and hour policies and practices
10 that are at issue in this case, including the Defendant's practice of failing to pay employees all
11 wages owed, failing to provide meal periods, failing to authorize and permit rest periods, failing
12 to provide accurate wage statements, and related issues.

13 4. Since the beginning of this case, I have been closely involved in assisting my
14 attorneys with prosecuting this action and have done so diligently and aggressively since I filed
15 the Complaint in February 2024. Prior to getting involved in this case, I spoke with my attorneys
16 for many hours to understand the nature of the case and shared with my attorneys the wage and
17 hour violations that I experienced at Defendant. Before becoming involved in the case, I also
18 spent several hours acquainting myself with my duties and obligations as a class action
19 representative, and my role in prosecuting this case against Defendant.

20 5. After I became involved in this case, I assisted my attorneys in reviewing and
21 understanding the documents exchanged in discovery. I reviewed many of Defendant's payroll
22 records and policy documents with my attorneys and answered my attorneys' questions relating
23 to those documents.

24 6. The parties agreed to go to Mediation on November 13, 2024. Prior to the
25 mediation, I connected my attorneys with several witnesses who could support the claims in the
26 case. Further, I spoke with my attorneys at length in advance of the Mediation so that they
27 would be fully prepared to address any issues that arose during the Mediation. I also was on-call
28 during the Mediation, and spoke with my attorneys on the day of the Mediation to ensure that my

1 attorneys were fully informed about the wage practices that occurred while I was employed by
2 Defendant.

3 7. As the parties were negotiating settlement of this case after the Mediation, I
4 stayed in communication with my attorneys throughout the negotiations and worked with my
5 attorneys in answering any questions they had to help them to achieve the best results possible to
6 resolve this matter through settlement. I made sure to always make myself available to answer
7 any questions they had and respond to case issues that came up throughout the settlement
8 negotiation process.

9 8. Since the parties reached agreement on settlement, I have communicated with my
10 attorneys regarding the settlement terms, and spent many hours reviewing the lengthy settlement
11 agreement, and ensuring that the settlement agreement is fair to all class members.

12 9. As detailed above, I actively participated in all stages of litigation and have been
13 continuously apprised of all aspects of this case.

14 10. I have been diligent, and I believe I acted above and beyond that which was
15 expected of me as a Class Representative throughout all stages of the litigation, up to and
16 including the settlement of this Class Action. I understand and agree to my fiduciary obligations
17 and responsibilities as a class representative, and I have agreed to act in the best interests of the
18 class in pursuing the claims alleged in this case. I have no claim that was antagonistic to the
19 class. I accepted the potential risk of being liable for the opposing parties' costs if we were
20 unsuccessful in this lawsuit.

21 11. I believe that the Class Action Settlement and PAGA representative settlement in
22 the gross amount of \$485,000 obtained on behalf of the class is excellent in view of the complex
23 and varied issues involved with the case. I took into consideration the strength and weakness of
24 the various claims for all employees and along with my attorneys agreed to the settlement. I was
25 prepared to sit for trial, if necessary. I strongly support the settlement in this matter. When I was
26 contemplating settlement, I always kept the best interests of the class and the aggrieved
27 employees in mind over my own and I was not willing to settle the matter until I felt it was in the
28 best interests of all class members and aggrieved employees.

12. In addition to performing work on this matter, I assumed a substantial risk in serving as a class representative if the Defendant prevailed in this case. My willingness to assume the financial risk was and is significant. Although I was confident in the merits of this lawsuit, I do not have any significant savings to speak of, and bringing this lawsuit was a serious commitment on my behalf and exposed myself to considerable risk. My attorneys have advised me that California law provides that the losing party must pay the prevailing party's costs. As such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my capacity as Class Representative and pursue all claims against Defendant.

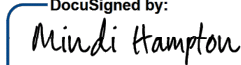
13. Moreover, after leaving Defendant, I worked as a registered nurse in the health care industry, and while employed there, I learned that my employer found out that I am a named plaintiff in this lawsuit by performing an Internet search for my name. Since finding out about this lawsuit, I was treated differently, and was the subject of retaliatory behavior by my co-workers and supervisors. The fact that I put my name on this lawsuit has affected my employment since leaving Defendant, and I have no doubt that it may affect my future employment possibilities in the health care industry.

14. Given the above, I believe a \$15,000 enhancement fee and general release payment is appropriate, and fair and reasonable in this case.

15. I have been informed of and previously agreed to, in writing, of the attorneys' fee sharing arrangement between Bartz Law Group APC (BLG) and United Employees Law Group PC (UELG), whereby BLG is entitled to receive 61% of the attorneys' fees received in this case, and UELG is entitled to receive 39% of the attorneys' fees received.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 31, 2025, in the City of Camarillo, State of California.

DocuSigned by:

 CAD9A47612CD492...
 Mindi Hampton