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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MINDI HAMPTON, an individual; TAMMY RAUTENBERG, an individual; on behalf of themselves and all others similarly situated and the general public, Plaintiffs, vs. INFUSION4HEALTH, INC., a California corporation; and DOES 1 to 100, inclusive, Defendants.	Case No. 24STCV02692 [Assigned for All Purposes to: the Hon. Carolyn B. Kuhl, Dept. SS12] **DECLARATION OF AARON A. BARTZ IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: June 11, 2025 Time: 10:30 a.m. Dept: 12

DECLARATION OF AARON A. BARTZ

I, Aaron A. Bartz, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am the owner of Bartz Law Group APC, and am Class Counsel for the Plaintiffs herein. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. A true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") is attached hereto as **Exhibit A**.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

3. This case arises out of wage and hour violations by Defendant Infusion4Health, Inc. ("Defendant") against its non-exempt hourly employees who worked in California from February 1, 2020 through the date of preliminary approval. Plaintiffs Mindi Hampton and Tammy Rautenberg ("Plaintiffs") worked for Defendant from November 2021 through October 2023 and March 2019 through August 2023, respectively, as registered nurses, and worked within California during the class period.

4. On November 22, 2023, Plaintiff Mindi Hampton served a Private Attorneys General Act (PAGA) letter, alleging various Labor Code violations, including, among other things, failure to pay all wages, failure to provide meal and rest periods, and paystub and waiting time penalties. A true and correct copy of Plaintiff Mindi Hampton's PAGA letter served on November 22, 2023 is attached hereto as **Exhibit B**.

5. On February 1, 2024, Plaintiff Mindi Hampton filed a Class Action and Private Attorneys General Act (PAGA) Complaint and thereafter filed a First Amended Complaint on March 5, 2025 adding Plaintiff Tammy Rautenberg. A true and correct copy of Plaintiffs' First Amended Complaint is attached hereto as **Exhibit C**.

SUMMARY OF SETTLEMENT

6. After filing Plaintiff Mindi Hampton's original Complaint and prior to propounding formal discovery in this action, the parties agreed to stay formal discovery in order to pursue the possibility of early resolution. As such, the parties thereafter engaged in informal discovery to evaluate the class and PAGA claims.

7. To that end, Defendant produced time and payroll records for a twenty-five percent sampling of the class, with thousands of lines of data for the class.

8. Thereafter, Class Counsel also hired experienced damages expert James Toney, to analyze the payroll and related wage data and to create a damages model for the various claims alleged in the case. Based upon the analysis of the time records and payroll data, Mr. Toney and Class Counsel were able to calculate damage estimates on a class-wide basis.

9. The parties did not attend Mediation in this matter until they had sufficient data and documents to evaluate the claims in the case. On November 13, 2024, the parties attended a full-day Mediation before experienced wage and hour mediator, Jill R. Sperber, Esq. The matter did not settle after an all-day mediation. After several back and forth communications post-Mediation, the parties reached a settlement based on Ms. Sperber's mediator proposal. Thereafter, the parties entered into a long-form Settlement Agreement on March 21, 2025.

10. The class members entitled to the settlement fund are all non-exempt current and former employees who worked in California for Defendant from February 1, 2020 through the date of preliminary approval. Based upon current estimates, there are approximately 275 class members.

11. The settlement fund is all in (except for the employer's share of payroll taxes, which Defendant shall pay in addition to the $485,000 settlement), there is no claim form requirement, and no residual will revert to Defendant. Class members will be paid as long as they do not opt out of the settlement. If a Settlement Class Member opts out, their share of the Net Settlement Amount will be allocated to other members of the Settlement Class. In the event a class member does not negotiate (cash) his or her settlement check, the settlement administrator shall distribute the unclaimed funds to the California State Controller's Unclaimed Property Fund.

12. The payment to the Settlement Class Members will be characterized as eighty percent interest and penalties, and twenty percent wages. The class administrator will issue W-2 statements for the wage portion of the settlement, and a form 1099 for all amounts paid as penalties and interest.

13. Based upon Class Counsel's independent analysis and investigation in this matter, the Settlement Class will be compensated based on each member's respective number of

workweeks worked during the Class Period. Defendant estimates that the total number of workweeks will be no more than 10,898.

14. Based on the settlement terms, there will be an approximate net settlement fund of $245,334. In exchange for their payment, Class Members will release Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiff Mindi Hampton's PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law as set forth in more detail in Section 5.3 of the Agreement.. The named Plaintiffs will, in addition to releasing claims alleged in the lawsuit, give a general release of all claims pursuant to Civil Code section 1542 as set forth in Section 5.1 and 5.2.

15. The parties further agree to appoint an experienced settlement administrator, Xpand Legal Consulting, LLC ("Xpand") to prepare and send notice to the class, receive and process objections, and prepare and mail settlement checks to Settlement Class Members. The settlement administrator will conduct skip-tracing for any Settlement Class Member whose addresses cannot be found.

16. The all-in settlement fund will also include all of the attorneys' fees and costs allowed by this Court. The attorneys' fees shall not exceed one-third of the $485,000 settlement fund, or $161,666. Defendant will also pay class counsel's costs, not to exceed $20,000, as well as settlement administration costs not to exceed $8,000, out of the common fund.

17. The PAGA allocation of the settlement is $25,000, of which $18,750 (75%) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion - $6,250 (25%) - going to PAGA Members (all allegedly aggrieved persons who worked for Defendant at any time from November 22, 2022 to the date of preliminary approval.

18. The settlement also includes Plaintiffs' class representative enhancements. Based on Plaintiffs' work in connection with this case, including connecting Class Counsel with other witnesses, meeting and conferring with Class Counsel regarding legal strategies, and assisting with developing the claims and theories in this case, Plaintiff Mindi Hampton seeks $15,000 and Plaintiff Tammy Rautenberg seeks $10,000.

19. In summary, the settlement fund is allocated as follows:

(1) A net settlement fund of approximately $245,334;

(2) Attorney's fees and costs: Up to one-third of the gross settlement, i.e., $161,666 in attorneys' fees and not to exceed $20,000 in costs;

(3) Settlement administrator expenses of $8,000;

(4) PAGA payment: $18,750 to the LWDA, and $6,250 for individual PAGA payments;

(5) Class representative enhancements totaling $25,000 with an enhancement of $15,000 to Mindi Hampton and an enhancement of $10,000 to Tammy Rautenberg.

NATURE OF CLAIMS

20. Plaintiffs' operative Complaint alleges claims for 1) Failure to Pay All Wages; 2) Waiting Time Penalties; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Proper Rest Periods; 5) Failure to Properly Maintain and Submit Itemized Wage Statements; 6) Unfair Business Practices; and 7) Violation of Labor Code § 2699 (PAGA). Plaintiffs further allege that they and the Class are entitled to damages, restitution, wages, attorneys' fees, and interest, among other remedies. The reasonable exposure and the reasonable settlement value for each of the alleged claims are as follows:

CLAIM	**TOTAL EXPOSURE**	**SETTLEMENT VALUE**
Failure to Pay Wages	$477,493	$238,746
Meal	$1,417,471	$141,747
Rest	$2,796,073	$279,607
Waiting time	$600,224	$60,022
Paystub	$350,900	$35,090
PAGA	$2,351,559	$235,155
TOTAL	**$7,993,720**	**$990,833**

a. Overtime/Off-the Clock Wage Violations

Labor Code § 510 provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Further, "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay . . ., [and] any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of an employee."

Labor Code § 1194 states any employee receiving less than the legal minimum wage is entitled to recover the unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable attorney's fees, and costs of suit.

Plaintiffs contend that Defendant failed to pay all wages due in several respects.

First, Plaintiffs assert that Defendant pays Plaintiffs and other nurses performance and other non-discretionary bonuses as part of their compensation yet Defendant has failed and refused to pay Plaintiffs and other class members the regular rate of pay when paying overtime or sick time. Plaintiffs' assert that payroll records reveal that Defendant failed to incorporate employees' bonuses earned by Plaintiffs and other class members. It is undisputed that such amounts must be added to an employees' compensation when calculating the regular rate. *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 869 (2021) (a bonus earned for weekend work . . . was "part of an employee's overall compensation package, and therefore ... its per-hour value must be determined so that the employee's regular rate of pay — and, derivatively, the employee's overtime pay rate — reflects all the various forms of regular compensation that the employee earned in the relevant pay period").

Second, Plaintiffs contend that Defendant also fails to pay sick time at the regular rate of pay, instead, paying that time at the base rate of pay. Sick time must be paid "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time." Labor Code § 246, subd. (l)(1).

Last, Plaintiffs allege that Defendant failed to pay for all hours worked, based on Plainitffs' and class members' working before and after their shifts to complete their work duties.

Defendant contends that its payment policies were lawful, and that it paid for all time worked by Plaintiffs and the class members.

Plaintiffs and their expert analyzed payroll and time records for the class members and calculated that the total verdict value for this claim is approximately $477,493. Plaintiffs and their expert assumed 30 minutes per shift of unpaid hours, and further calculated the total damages attributable to failing to include all compensation into the regular rate. Plaintiffs' expert reviewed payroll records for the class, including pay period counts per year, and a weighted average rate of pay. Plaintiffs believe their unpaid wages and regular rate claim is their strongest claim, and therefore placed a reasonable settlement value of the overtime/minimum wage claim at fifty percent of the total verdict value, or **$238,746**. This valuation takes into consideration Class Counsel's analysis of the law, and evidence produced by the Defendant.

b. Meal and Rest Period Claims

i. <u>Meal period liability and damages</u>

Plaintiffs contend that Defendant failed to provide Plaintiffs and class members with a duty-free 30-minute meal period for every five hours of work as is required by <u>Labor Code</u> § 512 and the applicable IWC Wage Order(s) and in violation of *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). Failure to provide a meal in accordance with the applicable Wage Order(s) results in payment by the employer of one additional hour of pay at the employee's regular rate of pay for each workday that the rest or meal period is not provided. (<u>Labor Code</u> § 226.7.) Defendant also cannot create "incentives to forego, or otherwise encourage[] the skipping of legally protected breaks." *Brinker*, *supra*, 53 Cal.4th at 1040. Moreover, when time records show short, missed, and late meal periods, there is a presumption that an employer violated California's meal period requirements. *See Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 78 (2021) ("If time records show noncompliant meal periods, then a rebuttable presumption of liability arises.")

Plaintiffs contend that Defendant's meal period practices are unlawful under California law. ***First***, Plaintiffs assert that Defendant severely understaffed its infusion centers, such that Defendant would require Plaintiffs and other class members to clock out for meal periods and to continue working. Moreover, Plaintiffs contend that there was no dedicated breaker or coverage nurse, such that Plaintiffs and other nurses could not take their meal periods without interruption.

Second, Plaintiffs contend that Defendant's time records show short, missed and late meal periods, which under *Donahue*, create a presumption that Defendant was not in compliance with the law. Moreover, Defendant's failure to automatically pay meal period premiums and requiring managers to approve meal premiums undercuts Defendant's defenses of compliance with California's meal period laws. *See Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 525 (2018) (finding that employer's policies and practices of failing to automatically pay meal period premiums and making managers the ultimate decision-makers regarding payment of meal period premiums.

Defendant contends that Plaintiffs and class members had the ability and in fact did take meal periods, and that if they did not, it was their own choice, and therefore not actionable. Defendant further contends that it has compliant meal period policies and contends that it has time records showing that the vast majority of them show that Plaintiffs and other class members were afforded compliant meal breaks. Defendant also contends that testimony from current and former employees would prove that the employees were provided with ample time to take meal breaks.

Class Counsel and their expert calculated the maximum verdict value of the meal break claim to be approximately $1,417,471. This calculation is based on Plaintiffs' expert's review of the meal period data showing short, missed, and late meal periods, which equals approximately 11%, as well as an assumed 50% violation rate for those meal periods that were exactly 30 minutes in length, multiplied by an average rate of pay based on the payroll data for the class. After factoring in Defendant's defenses, and the relatively low observed meal period violation rate, Plaintiffs believe they had a ten percent probability of recovering all of these damages. Accordingly, Plaintiffs contend the reasonable exposure of the meal break claim is approximately **$141,747**.

ii. Rest period liability and damages

Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided." Moreover, during rest periods, "employees must not only be relieved of work duties, but also be freed from employer control over how they spend their time." *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 270 (2016). Further, when an employer adopts common policies that prevent employees from taking their rest breaks, it presents a common factual issue by which liability may follow. *See Jaimez v. Daiohs USA, Inc.*, 181 Cal.App.4th 1286, 1304 (2010). Indeed, "[t]he wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks." *Brinker, supra*, 53 Cal.4th at 1040.

Plaintiffs contend that Defendant did not authorize or permit Plaintiffs or the class members duty-free rest periods for several reasons. ***First***, Plaintiffs contend that because Defendant's rest period policy provides that employees are restricted in the movements, this implies that Plaintiffs and the class members are not relieved of all duties.

Second, Plaintiffs assert that Defendant's record sampling reflected that no premium payments were attributed to any rest period violations. (Bartz Decl., ¶ 20.b.ii). A complete lack of premium pay "would require perfection or, more likely, a 'deep, system-wide error' in failing to pay such premiums." *In re Tea Station Inv*., 2021 Bankr. LEXIS 2985, at *22 (C.D. Cal. Oct. 26, 2021). In *Safeway v. Superior Court* (2015) 238 Cal. App. 4th 1138, 1153, the Court counseled against arguments that are based on human perfection.

Third, Plaintiffs contend that, because of the severe short staffing of the infusion centers, the rest periods were interrupted with work inquiries and other duties, which is "irreconcilable with employees' retention of freedom to use rest periods for their own purposes. *See Augustus, supra,* 2 Cal.5th at 270.

Class Counsel and their expert assumed a 100% violation rate for all shifts by class members of 3.5 hours or more. Based on that assumption, Class Counsel calculated total violations across the class, multiplied by an average rate of pay for the class members. As such, Class Counsel calculated the maximum verdict value of the rest period claims to be approximately $2,796,073. Based on the defenses raised, the difficulty of proving rest period violations on a class wide basis, and the lack of objective evidence proving such violations, Plaintiffs believe they had a ten percent chance of recovering all of the rest period damages. As such, Plaintiffs believe the reasonable exposure of the rest break claim is approximately **$279,607**.

c. Waiting Time Penalty

The waiting time penalty claim is purely derivative. Class Counsel analyzed the data to find that there are approximately 46 former employees included in the putative class that would be eligible for the Labor Code §203 penalties. Class Counsel calculated the total verdict value at approximately $600,224. This amount was calculated by multiplying the average daily rate of pay during the statutory period by 30, which is the maximum number of days allowable as waiting time penalties under section 203, and then multiplying that by the total number of former employees. Plaintiffs further discounted the waiting time penalty claim based on risk and the fact that waiting time penalties are not awarded if a good faith dispute exists as to whether the wages were owing. Further, the class would have the burden of proving a “willful” withholding of wages. Plaintiffs considered that under Labor Code §203 there is only a penalty if "an employer willfully fails to pay" all wages due to an employee upon separation. Willfulness does not exist if there is a "good faith dispute," in fact or law that wages were due, even if the employer's reasoning ultimately proves incorrect. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1204; 8 Cal. Code Regs. § 13520 ("A 'good faith dispute' that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist.")

Once Plaintiffs determined the maximum reasonable exposure of the claim, Plaintiffs placed a settlement value of **$60,022** or approximately ten percent of the reasonable exposure value, based upon the above discounts applied to the reasonable value of the claim.

d. Paystub

As to the paystub penalty, which is derivative of the other claims identified above, Class Counsel arrived at a maximum reasonable exposure of this claim of approximately $350,900. This figure was arrived at by assuming that each wage statement that was provided to the class members violated LC §226, and multiplying the number of pay periods during the statutory period by $50 for initial violations, and $100 for subsequent violations.

Defendant argues that, even assuming there are any violations, which they deny, the fact that derivative violations were minor and the Defendant had presented evidence of a good faith dispute as to any violation. *Hurst v. Buczek Enters., LLC* (N.D. Cal. 2012) 870 F.Supp.2d 810, 829 (no section 226 violation where the employer "makes a good faith claim" in its defense); *Harris v. Vector Mktg. Corp.* (2009) 656 F.Supp.2d 1128, 1146 (N.D. Cal. 2009) (the "employer did not knowingly and intentionally fail to provide itemized wage statements" where there was a "good faith dispute").

Based on the raised defenses, as well as the risk of certification and related risks of proving all violations, Plaintiffs have placed a reasonable settlement value of **$35,090** or ten percent of the reasonable exposure of the pay stub claim.

e. PAGA

Plaintiffs contend that PAGA penalties are owed based on the numerous alleged Labor Code violations identified above. Once a PAGA violation is found, a court must award civil penalties. *See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1211-1213. Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

Significantly, moreover, because it is an open question regarding the Defendant's liability, there is a very real possibility that a court would substantially reduce the penalties, even if they are proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal. 2011) (reducing penalties from $2.8 million to $500,000 based on wage statement violations because to assess full penalties would be unjust and arbitrary); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30% affirmed on appeal).

Class Counsel and their expert calculated the reasonable PAGA penalties to be valued at $2,351,559, which includes the stacking of penalties for numerous violations, as set forth above. Based on the uncertainty of recovery on Plaintiffs' claims, Plaintiffs believe the PAGA claim's reasonable value is ten percent of the total value, or approximately **$235,155**.

f. <u>Total Damage Exposure</u>[1]

Plaintiffs believe that the $485,000 settlement achieved in this case is very good for the class

[1] The Unfair Competition claim is subsumed into the *Kullar* analysis above. The Unfair Competition claim is based upon the wage and hour violations, and adds an extra year of damages, and is included within the above analysis.

members. Based upon a reasonable exposure value of $990,833, the settlement represents approximately 49% of that total value. Given the many defenses raised, the uncertainty of the certifiability of any class, and the risks of going to trial, Class Counsel believe this settlement is a good result for all of the class members.

NUMEROSITY AND ASCERTAINABILITY

21. Based on payroll and other employment records, Defendant has identified approximately 275 employees who fit within the class, who worked 10,898 workweeks. As such, the Class is ascertainable based on Defendant's employment records and are numerous under any legal standard, therefore satisfying the numerosity requirements in California pursuant to California Code of Civil Procedure §382. The Class is defined as follows:

All non-exempt current and former employees who worked in California for Defendant during the Class Period (February 1, 2020 through the date of preliminary approval).

22. Defendant has also identified approximately 234 aggrieved employees, who worked as non-exempt employees in California from November 22, 2022 to the date of preliminary approval ("PAGA Period"). Based on Defendant's records, there are approximately 4,161 PAGA pay periods.

COMMONALITY

23. Common questions of law and fact predominate here for purposes of settlement, as the main issues involve the legality of Defendant's policies regarding the failure to pay all wages, failure to provide all legally compliant off duty and uninterrupted meal periods, the failure to provide all legally compliant off duty and uninterrupted paid rest periods, failure to timely furnish accurate itemized wage statements, and failure to timely pay all former employees all wages owed.

24. Plaintiffs contend that these are all pay policy questions that are uniform and can be proven by common objective evidence. The evidence to support these claims consists of pay policies, payroll records, time records and pay stubs given to all Class Members.

TYPICALITY AND ADEQUACY

25. The claims of the Plaintiffs are typical of the Class Members. The proposed Class Representatives are adequate Class Representatives because they will adequately and fairly represent the Class and will not place their interests above any Member of the Class. The Class Representatives worked for the Defendant in the state of California during the relevant time period and, therefore, worked under the same policies and procedures and were paid according to the same pay plans for the entire period, as all other Class Members.

ATTORNEY COMPETENCE IN CLASS ACTIONS

26. I am experienced class action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have served as Class Counsel include:

a. *Wilkins, et al. v. Equinox Holdings, Inc.*
Los Angeles Superior Court, No.: BC440058

b. *TBC Retail Group Wage and Hour Cases*
Los Angeles Superior Court, No.: JCCP No. 4701

c. *Casserly v. Randstad US,L.P.,et al.*
U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)

d. *Crilly v. Micro Electronics, Inc.*
Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC

e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
Orange County Superior Court, No.:30:2013-00649600-DU-OE-CXC

f. *Holsted et al. v. R.J. Noble Company et. al.*
Orange County Superior Court, No.:30:2010-00379770-CU-OE-CXC

g. *Piggue v. Chief Protective Services, Inc.*
Orange County Superior Court, No.:30-2013-00688107-CU-OE-CXC

h. *Walsh v. Pacific Bell Telephone Company*
Orange County Superior Court, No.:30-2011-00498062-CU-OE-CXC

i. *Woods v. JFK Memorial Hospital*

Riverside County Superior Court, No.: INC 1205209

j. *Ramirez et. al v. Titan Insurance of New Mexico*
Riverside County Superior Court, No.: RIC1211890

k. *DeSantos v. Jaco Oil Company*, et al.
U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT

l. *Duran v. Big 5 Corp.*
Los Angeles Superior Court, Case No. BC557154

m. *Sheahan v. Celtic Leasing Corporation, Inc.*
Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC

n. *Panusis v. Control4 Corporation*
United States District Court, Central District of California
Case No. SACV-16-1179-DOC

o. *O&R Construction, LLC v. Dun & Bradstreet, et al.*
United States District Court, Western District of Washington
Case No. C12-2184 TSZ

p. *Matthews v. Whelan Security of California, Inc.*
Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC

q. *Rodriguez v. R.J. Noble Company (Navarro/Kles)*,
Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC

r. *Wang v. Fountain Valley Regional Hospital*
Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC

s. *Skerl v. Sutter Bay Hospitals*
San Mateo Superior Court, No. 21-CIV-02057

27. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in Economics and English, and graduated from Southwestern Law School in 1998. Since becoming a lawyer in 1998, my practice has focused on complex litigation matters, and since 2012, complex employment law and wage and hour matters.

28. I am a member of the California State Bar, the Orange County Bar Association, and Los Angeles County Bar Association. I have an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 27+ year career, I have handled many successful

employment law matters both at the trial and appellate levels. I estimate that I have represented plaintiffs in hundreds of employment cases, the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained significant recoveries in many class action lawsuits and other lawsuits involving complex legal and factual issues. In 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which settled for $16,800,000. Recently, in October 2023, I was also co-lead counsel in *Skerl v. Sutter Bay Hospitals*, in which final approval was granted for a $12,000,000 settlement for health care workers. I have also been involved in many other million and multi-million dollar verdicts and settlements over the years.

CLASS ENHANCEMENT AND ATTORNEYS' FEES, COSTS AND EXPENSES

29. Plaintiffs have assisted Class Counsel in their investigation by corresponding with Class Counsel to answer questions about their employment, as well as the working conditions of other employees. Plaintiffs also spent many hours conferring with Class Counsel both prior to and after initiating this litigation, assisted Class Counsel with interpreting the informal discovery produced by Defendant, and produced payroll and other employment records to assist Class Counsel in pursuing the claims in this case.

30. Based on the above, and the Declarations of the Class Representatives Mindi Hampton and Tammy Rautenberg filed concurrently, the requested service payments of $15,000 to Plaintiff Mindi Hampton and $10,000 to Plaintiff Tammy Rautenberg are appropriate and justified.

31. Plaintiffs also intend to request attorneys' fees not to exceed one-third of the settlement, and reimbursement of costs not to exceed $20,000. Class Counsel have achieved a very good result, and believe that the percentage requested is fair and appropriate in this case, and all of the costs requested assisted in the prosecution of this case. Class Counsel will submit detailed declarations and attorneys' bills and costs with their motion for final approval. Class Counsel also have a written fee splitting agreement, and Plaintiffs have provided written approval for this fee split.

32. Additionally, Plaintiffs will request that the Settlement Administrator, Xpand, be paid no more than $8,000 to administer the settlement. Attached as **Exhibit D** is a true and correct copy of Xpand's not to exceed quote to administer this case.

TRANSMITTING THE NOTICE OF SETTLEMENT

33. In my opinion, the best and most practicable method to notify class members is by mail, as all members of the Class were at one time employed by Defendant and worked in California. For current employees of Defendant who are class members, Defendant has current addresses. I am also informed and believe that Defendant maintains last known addresses for all of their former employees, so mailing the notices is preferable to some other method. In the event former employees are no longer at the addresses maintained by Defendant, Xpand will engage in skip tracing to track down their current addresses. In the unlikely event that any member of the Class does not have a verifiable address or cannot be located after skip tracing, any amounts due to go to that member will go to the State of California, State Controller's Office, so that class members can claim his or her settlement funds at a later time.

34. Concurrently with the filing of this Motion, Plaintiffs have also transmitted all papers filed with this Court to the Labor Workforce and Development Agency/Department of Industrial Relations, by online submission, at its website located at https://dir.govfa.net/315.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on April 1, 2025, at Irvine, California.

//Aaron A. Bartz//
Aaron A. Bartz

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Mindi Hampton and Tammy Rautenberg ("Plaintiffs") and Defendant Infusion4Health, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendant captioned *Mindi Hampton et al. v. Infusion4Health, Inc..,* Case No. 24STCV02692, filed in the Los Angeles Superior Court.

1.2. "Administrator" means Xpand Legal Consulting, LLC ("Xpand"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employee" means all current and former non-exempt employees who have worked in California for Defendant at any time from November 22, 2022 through the date of preliminary approval whether or not the Aggrieved Employee opts out of the class settlement, and represented by the Plaintiffs and the State of California Labor and Workforce Development Agency.

1.5. "Class" means all non-exempt current and former employees who worked in California for Defendant during the Class Period.

1.6. "Class Counsel" means Bartz Law Group, APC and United Employees Law Group, PC.

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

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee), during the Class Period.

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

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

1.12. "Class Period" means the period from February 1, 2020 through the date of preliminary approval.

1.13. "Class Representatives" mean the named Plaintiffs Mindi Hampton and Tammy Rautenberg, seeking Court approval to serve as Class Representatives.

1.14. "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendant" means named Defendant Infusion4Health, Inc.

1.17. "Defense Counsel" means Christina Bucci Hamilton of Duggan McHugh Law Corporation.

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

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

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

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

1.22. "Gross Settlement Amount" means Four Hundred Eighty-Five Thousand Dollars ($485,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

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

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

1.25. "Judgment" means the judgment approved by Defense Counsel and entered by the Court based upon the Final Approval.

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

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

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

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

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

1.31. "PAGA Period" means the period from November 22, 2022 through the date of preliminary approval.

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

1.33. "PAGA Notice" means Plaintiffs' November 22, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties under, among other things, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1198.5, and 2699.

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($25,000.00), allocated 25% to the Aggrieved Employees ($6,250.00) and 75% to LWDA ($18,750.00) in settlement of PAGA claims.

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

1.36. "Plaintiffs" mean Mindi Hampton and Tammy Rautenberg, the named plaintiffs in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

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

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.3 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.41. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

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

1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.

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

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

2. RECITALS.

2.1. Plaintiff Mindi Hampton filed the Action on February 1, 2024, and thereafter filed a First Amended Complaint on March 5, 2025 adding Plaintiff Tammy Rautenberg, and alleging causes of action against Defendant for Violation of Business and Professions Code section 17200, Failure to Pay Wages including Minimum and Overtime Wages, Failure to Maintain Accurate Payroll Records, Waiting Time Penalties, Failure to Provide and Maintain Accurate Wage Statements, Failure to Provide Meal and Rest Periods, and Violation of the PAGA. Defendant denies the allegations alleged in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On November 13, 2024, the Parties participated in an all-day mediation presided over by experienced wage and hour mediator Jill Sperber, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, time and payroll records of Defendant, policy documents, and other information and data sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. Defendant promises to pay Four Hundred Eighty-Five Thousand Dollars ($485,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all applicable employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant agrees to pay the Gross Settlement Amount, which is the total and all-inclusive amount that Defendant will be obligated to pay under the Settlement embodied by this Agreement. Except as set forth in Paragraph 9, under no circumstances shall the Settlement sum exceed the sum of $485,000.00, inclusive of class payments, PAGA penalties, and attorney fees and costs. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.3. To Plaintiffs: Class Representative Service Payment to the Class Representatives in the following amounts: (1) Not more than Fifteen Thousand Dollars ($15,000.00) to Mindi Hampton; and (2) not more than Ten Thousand Dollars ($10,000.00) to Tammy Rautenberg, in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representatives is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed the above amounts. If the Court approves Class Representative Service Payments less than the amount requested, the remainder shall be allocated to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.4. To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be One Hundred Sixty-One Thousand Six Hundred Sixty Six Dollars ($161,666.00) and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars ($20,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.5. To the Administrator: An Administrator Expenses Payment not to exceed Eight Thousand Dollars ($8,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $8,000, the Administrator will allocate the remainder in the Net Settlement Amount.

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

3.6.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Twenty-Five Thousand Dollars ($25,000.00) to be paid from the Gross Settlement Amount, with 75% ($18,750.00) allocated to the LWDA PAGA Payment and 25% ($6,250.00) allocated to the Individual PAGA Payments.

3.7.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties of $6,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 275 Class Members who collectively worked a total of 10,898 Workweeks from February 1, 2020 to date, and 234 PAGA Aggrieved Employees who worked a total of 4,161 PAGA Pay Periods from November 22, 2022 to the present.

4.2. Class Data. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount within ten (10) days of the Effective Date. Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes within 15 business days of receipt of notification from the Administrator of such amount due. All such funds shall be transmitted to the Administrator in accordance with the above schedule.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the entire Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments.

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

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

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

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

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

5.1. Plaintiffs' Release. Plaintiffs fully release and forever discharge Defendant and the Released Parties from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to Plaintiffs' employment by Defendant or the Action, including but not limited to: (1) the Action and any claims arising out of or related to the Action; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code; (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiffs' employment or termination thereof with Defendant taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.3. Released Class Claims By Participating Class Members Who Are Not Aggrieved Employees: 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 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiffs' PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, including Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2699, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

5.3.1. Except as set forth in Paragraph 5.3 of this Agreement, 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.

5.4. <u>Released PAGA Claims by Aggrieved Employees:</u> All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released, and discharged Released Parties from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1. <u>Plaintiffs' Responsibilities</u>. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; and operative procedures for protecting the security of Class Data, and other documents reasonable and necessary to secure approval of the Settlement.

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

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

6.4. Plaintiffs' Counsel shall submit a copy of the proposed settlement to the LWDA at the same time that it is submitted to the Court pursuant to California Labor Code section 2699(s)(2). Additionally, Plaintiffs' Counsel shall submit a copy of the court's order granting the motion for final approval and Judgment to the LWDA within ten (10) days after entry of the order or Judgment pursuant to California Labor Code section 2699(s)(3).

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class

Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

7.5. <u>Requests for Exclusion (Opt-Outs).</u>

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3 and 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice 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. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Court will have the final authority in the event that challenges from Class Members remain unresolved.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice. Not later than 5 days after the expiration of the deadline for submitting Objections, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Objections; and (b) copies of all Objections submitted (whether valid or invalid).

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

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

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

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

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

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

8. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval and proposed Judgment.

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

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

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

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

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

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are approximately 275 Class Members and 10,756 Workweeks to date. If the number of Workweeks worked by the Class Members during the Class Period is greater than 10% above that estimated by Defendant (i.e. 11,832), then Defendant has the option to either: (a) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (b) elect to end the Class Period on an earlier date at the Defendant's discretion in order to limit the covered workweeks to 10% more than the estimate provided in lieu of paying an increase to the Gross Settlement Amount.

10. DEFENDANT'S RIGHT TO RESCIND.

Defendant will have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or more of Class Members opt out of the settlement. Defendant must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after receipt of the Exclusion List. If the option to rescind is exercised, then Defendant will be solely responsible for all Settlement Administration Costs incurred to the date of rescission.

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

amended judgment.

12. ADDITIONAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

12.18. 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 Plaintiffs:

Bartz Law Group APC
5151 California Ave., Suite 100
Irvine, CA 92617
Attn: Aaron A. Bartz
aaron@bartzlawgroup.com

To Defendant:

Duggan McHugh Law Corporation
641 Fulton Avenue, Suite 100
Sacramento, CA 95825
Attn: Christina Bucci Hamilton
christina@dugganmchugh.com

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

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.21. No Additional Contribution by Defendant. Defendant's monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendant shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of Claims and, issuance of the final order and Judgment) provided in this Agreement or to fully and finally settle and resolve the class action claims, individual claims, and PAGA claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

12.22. Taxes. Plaintiffs and each Participating Class Member and aggrieved employee will be responsible for paying all applicable state, local, and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from Defendant or the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendant and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

12.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

"PLAINTIFFS"

DATED: March ____, 2025 By:______________________________
Mindi Hampton, an individual

DATED: March ____, 2025 By:______________________________
Tammy Rautenberg, an individual

"DEFENDANT"

DATED: March ____, 2025 By: Dan McCarty (Mar 20, 2025 16:00 MDT)
Infusion4Health, Inc.
By: Dan McCarty
Its: CEO

APPROVED AS TO FORM

DATED: March ____, 2025

BARTZ LAW GROUP, APC
UNITED EMPLOYEES LAW GROUP, PC

By:________________________________
Aaron A. Bartz
Attorneys for Plaintiffs

DATED: March 21, 2025

DUGGAN MCHUGH LAW CORPORATION

By:________________________________
Christina Bucci Hamilton
Attorneys for Defendant Infusion4Health, Inc.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

12.22. Taxes. Plaintiffs and each Participating Class Member and aggrieved employee will be responsible for paying all applicable state, local, and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from Defendant or the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendant and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

12.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

"PLAINTIFFS"

DATED: March 21, 2025 By: DocuSigned by: Mindi Hampton CAD9A47612CD492...
Mindi Hampton, an individual

DATED: March 20, 2025 By: Signed by: Tammy Rautenberg FAB997ABA681499...
Tammy Rautenberg, an individual

"DEFENDANT"

DATED: March ____, 2025 By:________________________________
Infusion4Health, Inc.
By:
Its:

APPROVED AS TO FORM

DATED: March 21, 2025

BARTZ LAW GROUP, APC
UNITED EMPLOYEES LAW GROUP, PC

Signed by:

By:______________________________
EC5A3FE789D1423...
Aaron A. Bartz
Attorneys for Plaintiffs

DATED: March ____, 2025

DUGGAN MCHUGH LAW CORPORATION

By:______________________________
Christina Bucci Hamilton
Attorneys for Defendant Infusion4Health, Inc.

EXHIBIT A

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

Mindi Hampton; Tammy Rautenberg v. Infusion4Health, Inc.

Case No. 24STCV02692

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 Infusion4Health, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by former employees Mindi Hampton and Tammy Rautenberg ("Plaintiffs") and seeks payment of (1) past due wages and other relief for a class of all current and former employees ("Class Members") who worked for Defendant during the Class Period (February 1, 2020 to __________________); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all current and former employees who worked for Defendant during the PAGA Period (November 22, 2022 to ______________________) ("Aggrieved Employees").

Defendant denies these allegations and maintains that it complied with the law at all times. Defendant believes that Plaintiffs' claims are without merit.

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

Based on Defendant's 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 Defendant's 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 Defendant's records showing that **you worked __ workweeks** during the Class Period and **you worked ______ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section D 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant 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 assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a 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 Defendant, 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.

Defendant 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 assert the wage claims against Defendant 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 **F** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant 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. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **G** 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 **H** 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 of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's 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 **D** of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Bartz Law Group APC and United Employees Law Group PC ("Class Counsel.") Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant 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, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties 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.

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

1. Defendant will Pay Four Hundred Eighty-Five Thousand Dollars ($485,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has 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, Defendant will fund the Gross Settlement no later than 10 days after the Judgment is entered by the Court becomes 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, Plaintiffs 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 One Hundred Sixty-One Thousand Six Hundred Sixty Six Dollars ($161,666.00) (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to Twenty Thousand Dollars ($20,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   b. Up to Twenty-Five Thousand Dollars ($25,000.00) to Plaintiffs (i.e. $15,000 to Plaintiff Mindi Hampton, and $10,000 to Plaintiff Tammy Rautenberg) as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

   c. Up to Eight Thousand Dollars ($8,000.00) to the Administrator for services administering the Settlement.

   d. Up to Twenty-Five Thousand Dollars ($25,000.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment ($18,750.00) and 25% in Individual PAGA Payments ($6,250.00) to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. 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 Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes owed 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 Defendant 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 sent to the California Controller's Unclaimed Property Fund in the name of the Class Member.

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 **[DATE],** that you wish to opt-out. In order to opt-out of the Settlement, you should set forth your name, present address, telephone number, and request exclusion from the settlement to the Administrator by the date set forth above. 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 Defendant.

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 Defendant 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, **[INSERT]** (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 I of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid the employer-side 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 Defendant 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 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiffs' PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, including Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2699, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related persons and 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, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released and discharged Defendant and Released Persons from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and those based solely upon the facts alleged in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

D. 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 during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $6,250 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 Defendant's records, are stated in the first page of this Notice. You have until **[DATE]** 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 I** 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's 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 Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

E. 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 I of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, 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 DATE, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _______________, at _______________]. Objections must be postmarked no later than ____________. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written objections within this deadline.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **[DATE]** at **[TIME]** in Department SS12, of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. 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. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

I. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed Settlement Agreement and other approval papers, which are on file with the clerk of the Los Angeles Superior Court, 111 North Hill Street, Los Angeles, California 90012, and may also be reviewed online at https://www.lacourt.org/casesummary/ui/index.aspx. You may also call or email class counsel using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Aaron A. Bartz, Esq.
aaron@bartzlawgroup.com
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Irvine, California 92617
Telephone: (949) 504-4413

Walter Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047

Settlement Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

Fax Number:

J. 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 will have no way to recover the money.

K. 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 B

BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
(949) 504-4413
aaron@bartzlawgroup.com

November 22, 2023

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Infusion4Health, Inc.
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: ***PAGA Letter – Mindi Hampton v. Infusion4Health, Inc.***

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC and United Employees Law Group represent Mindi Hampton and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment in California with Infusion4Health, Inc. ("Employer").

Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 1198.5. The facts and theories to support the alleged violations are set forth herein.

Employer owns and operates infusion therapy centers throughout California. Plaintiff Hampton was employed as a non-exempt employee for Employer between 2021 and October 2023. Plaintiffs worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff Hampton.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Hampton and all other aggrieved employees all wages that they are owed, including overtime compensation, based upon Employer's policy and practice of requiring Plaintiffs to work off-the-clock, and Employer coerces Plaintiffs to perform work before clocking in, and after clocking out for the day, without compensation. As such, Employer is in violation of Labor Code §§ 226.7, 510 and 1194.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs' all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Because of Employer's policies and procedures, understaffing, and other reasons, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to complete their jobs before taking their required meal period. Moreover, Plaintiffs frequently have to work through their meal periods, and even when getting their meal period, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to a patient, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties. Moreover, Employer imposed obstacles to taking of rest periods, including restricting Plaintiffs from taking their rest periods because they were attending to patients, disciplining Plaintiffs when they left patients to take rest periods, and otherwise discouraging the taking of rest periods. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing the correct meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, failing to identify the name of the legal entity that is the employer, failing to show the inclusive dates of the period for which the employee is paid, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

E. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to

Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Mindi Hampton and other aggrieved employees, are providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

EXHIBIT C

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

FILED
Superior Court of California
County of Los Angeles
03/05/2025
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiffs,

v.

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

Defendants.

Case No. 24STCV02692

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Violation of B&PC §17200, et seq.
2. Violation of Labor Code §§ 204, 510, 1194 and 1198;
3. Violation of Labor Code §§ 200, et seq.;
4. Failure to Pay Meal and Rest Break Premium at the Proper Regular Rate of Pay (Labor Code § 226.7)
5. Failure to Provide & Maintain Accurate Wage Statements Pursuant to Labor Code §226
6. Failure to Provide Meal Periods (Lab. Code §226.7);
7. Failure to Provide Rest Breaks (Lab. Code 226.7);
8. Violation of Labor Code §§2698-2699 (PAGA).

DEMAND FOR JURY TRIAL

Plaintiffs MINDI HAMPTON and TAMMY RAUTENBERG and all other persons similarly situated, and the general public (hereinafter, sometimes collectively "Plaintiffs"), hereby complain against Defendants INFUSION4HEALTH, INC. ("IFH"); and DOES 1 to 100, inclusive (hereinafter IFH and Does 1-100 are collectively referred to herein as "Defendants"), and on information and belief allege as follows:

GENERAL ALLEGATIONS

JURISDICTION

1. This is a civil action seeking recovery of unpaid wages, waiting time penalties, pay stub penalties, meal, and rest period premiums under California Labor Code §§ 510, 1194 et seq., 201 et seq., and 226.7. Plaintiffs, for themselves and on behalf of the general public, and all others similarly situated, bring an action for monetary damages for failure to pay wages as well as for restitution for Defendants' violations of Business and Professions Code (B&PC) §17200, et seq., including full restitution of all compensation retained by Defendants as a result of their unlawful, fraudulent and unfair business practices. Plaintiffs seek all available relief, including full restitution of all compensation retained by Defendants as a result of their unlawful, unfair business practices. Further, Plaintiffs seek injunctive relief under B&PC §17200, et seq.

VENUE

2. Venue as to each of the Defendants is proper in this judicial district pursuant to California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts complained of herein occurred in the County of Los Angeles. Each defendant either owns, maintains offices, transacts business, has an agent or agents within the County of Los Angeles, or otherwise is found within the County of Los Angeles, and each defendant is within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiffs Mindi Hampton and Tammy Rautenberg are individuals over the age of eighteen (18), and at all relevant times, were residents and a citizens of California.

4. Plaintiffs are informed, believe, and based thereon allege that at all times mentioned

herein, Defendant IFH is a California corporation. Defendant IFH offers infusion therapy services at locations in Los Angeles and elsewhere throughout California.

5. Plaintiffs are informed and believe and thereon allege that at all times mentioned herein, Defendants are licensed to do business in the State of California, County of Los Angeles, and offering infusion therapy services. Thus, each named defendant and DOES 1 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the Labor Code, as hereinafter alleged.

6. Plaintiffs are informed, believe, and thereon allege that Defendants IFH and DOES 1 to 100 control and operate the IFH businesses and establishments in locations within the State of California, including, but not limited to, the County of Los Angeles, for the purposes of infusion therapy services. Thus, each named defendant and DOES 1 to 100 are subject to B&PC §17200, et. seq. (Unfair Competition Law) and the Labor Code as hereinafter alleged.

7. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that reason, those defendants are sued under such fictitious names, and Plaintiffs will seek from this Court leave to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, believe, and thereon allege that each of the Defendants and each fictitious defendant, whether individual, partners, or corporate, was responsible in some manner for the circumstances alleged herein, and proximately caused Plaintiffs and all others similarly situated hereinafter alleged and the general public to be subjected to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

8. At all times herein mentioned, each of the Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Plaintiffs herein allege that Defendants and each of them is the joint employer of Plaintiffs and the classes.

9. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of the said joint venture, partnership, and common enterprise.

10. At all times herein mentioned, the acts and omissions of various Defendants, and each of them concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and damages alleged herein.

11. At all times herein mentioned, Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the damages, as herein alleged.

12. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof. The California Superior Court also has jurisdiction in this matter because the Plaintiffs and the putative classes herein were all California citizens.

PLAINTIFFS' CLASSES

13. The class representative Plaintiffs who worked in the position of an hourly non-exempt employee or another similar title while employed by Defendants within the State of California, are as follows:

a. Mindi Hampton

Plaintiff Mindi Hampton worked as a non-exempt hourly employee for Defendants between 2021 and 2023.

b. Tammy Rautenberg

Plaintiff Tammy Rautenberg worked as a non-exempt hourly employee for Defendants between 2019 and 2023.

CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action on behalf of herself and all others similarly situated as a class action pursuant to CCP §382. The Classes which Plaintiffs seek to represent are composed of and defined as follows:

Class 1:

All non-exempt hourly employees from 2020 through the date of judgment, who were not paid premium overtime and/or double time at the employee's regular rate of pay.

Subclass 1:

All non-exempt hourly employees of Defendants who were paid for a missed meal or rest period at an allegedly "reduced" rate of pay from 2020 through the date of judgment (Meal and Rest Reduced Rate Subclass);

Class 2:

All non-exempt hourly employees of Defendants who worked at some point from 2021 through the present, who are no longer employed with Defendants and to whom Defendants willfully failed to pay all wages due upon separation from Defendants (Waiting Time Penalty Class);

Class 3:

All non-exempt hourly employees who worked for Defendants from 2020 to the present who were not provided legally compliant meal periods (Meal Break Class);

Class 4:

All non-exempt hourly employees who worked for Defendants from 2020 through the present who were not provided legally-compliant rest breaks (Rest Break Class);

Class 5:

All non-exempt hourly employees who worked for Defendants from 2020 through the present who were subject to Defendants' rounding policy and pay practice (Rounding Class).

The members of the classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes is unknown to Plaintiffs at this time; however, it is estimated that the classes number greater than 100 individuals. The identity of such membership is readily ascertainable by inspecting Defendants' employment records.

15. There are common questions of law and fact as to Plaintiffs and all others similarly situated which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants paid their employees proper premium overtime and/or double time at the employees' regular rate for hours over eight (8) in a day and/or forty (40) hours in a week, in paying their hourly non-exempt employees;

ii. Whether Defendants violated the applicable Labor Code provisions including §510, 1194, and 203 by requiring substantial overtime work and not paying for said work according to the overtime laws of the State of California;

iii. Whether Defendants failed to pay the appropriate premium overtime compensation to the hourly employees;

iv. Whether Defendants improperly retained, appropriated or deprived Plaintiffs and the class members of the use of monies or sums to which Plaintiffs and the class were legally entitled;

v. Whether Defendants engaged in unfair business practices;

vi. Whether Defendants and each of them, were participants in the alleged unlawful conduct;

vii. Whether Defendants' conduct was willful or reckless;

viii. The effect upon and the extent of injuries suffered by Plaintiffs and all others similarly situated and the appropriate amount of compensation;

ix. The appropriate amount of monetary penalties allowed by Labor Code §201, et. seq.;

x. Whether Defendants pay and continue to pay for missed meal and rest period premiums at an allegedly “reduced” rate of pay in violation of Section 11 of the applicable Wage Orders;

xi. Whether Defendants knowingly and intentionally failed to maintain records for Plaintiffs and members of the class as required by Labor Code § 1174 and section 7 of the IWC Wage Order 5-2001;

xii. Whether Defendants engaged in illegal rounding as to Plaintiffs and the class members’ hours worked, and time spent during any of their meal periods.

16. Plaintiffs’ claims are typical of the claims of all members of the classes and subclasses mentioned herein. Plaintiffs, as representative parties will fairly and adequately protect the interest of the classes by vigorously pursuing this suit through their attorneys who are skilled and experienced in handling matters of this type. Plaintiffs have no claims or interests that are antagonistic to any class member.

17. The nature of this action and the nature of laws available to the members of the classes and subclasses identified herein make use of the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein. Further, this claim involves a large corporate employer, Defendant IFH, and a large number of individual employees (Plaintiffs and all others similarly situated) with many relatively small claims with common issues of law and fact. If each employee were required to file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to pursue an action against their present and/or former employer for an appreciable and justifiable fear of retaliation and permanent damage to their careers at present and/or subsequent employment. Proof of a common business practice or factual pattern, which the Plaintiffs experienced, is representative of the class mentioned herein and will establish the

right of each of the members of the named class to recovery on the causes of action alleged herein.

18. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; which would establish potentially incompatible standards of conduct for Defendants; and/or (b) legal determinations concerning individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

19. Plaintiffs and all others similarly situated are entitled to the wages and other monies unlawfully withheld. This action is brought for the benefit of the public.

FIRST CAUSE OF ACTION

(Violation of B&PC §17200, et seq.)

20. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

21. Beginning on an exact date unknown to Plaintiffs but believed to have occurred from 2020, Defendants have engaged in a pattern and practice of acts of unfair competition in violation of B&PC §17200, including the practices alleged herein.

22. Defendants, and each of them, own, operate, manage and control Defendants' facilities serving patients for infusion therapy services, and have engaged in the practice of paying their non-exempt hourly employees in a fashion that circumvents California overtime laws.

FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION

23. Plaintiffs are informed, believe, and thereon allege that as part of Defendants' ongoing unfair business practices, Defendants' hourly employees worked in excess of eight (8) hours per day, and excess of forty (40) hours per week without receiving the proper regular rate

of pay and therefore have failed to receive overtime compensation and/or the proper overtime premium. That is, the hourly rate which Defendants use to calculate the overtime and double time premiums is an artifice, subterfuge, and sham in that the regular rate is not based on all remuneration earned. The regular rate must include all remuneration as provided in *Huntington v. Superior Court (Mutuc)* (2005) 131 Cal App. 4th 893. Accordingly, the class members allege that the Defendants fail to pay the full amount of wages due because the Defendants miscalculate the regular rate. Plaintiffs and the class members allege and will prove that they are entitled to payment based on the proper and legal regular rate which will include all damages that flow from this calculation. Defendants are in violation of Labor Code §§ 510 and 1194, and the relevant California Industrial Welfare Commission Orders 5-2001, et seq.

24. Defendants, and each of them, consistently administered a corporate policy regarding both staffing levels, duties, and responsibilities of Defendants' employees, which required that the entirety of the employees work overtime without proper premium overtime pay and/or the regular rate of pay. This corporate policy and pattern of conduct is accomplished with the advance knowledge and designed intent to avoid paying premium overtime. Accordingly, Plaintiffs and the class members are entitled to the proper overtime compensation under California law. Further, Plaintiffs and the class are entitled to restitution of these wages obtained by Defendants, and each of them. Furthermore, Defendants have failed to properly include items of remuneration when determining the employees' regular rate, including but not limited to the failure to include performance and other non-discretionary bonuses paid to all eligible employees, including for sick time and overtime, among others.

VIOLATION OF LABOR CODE § 200, ET SEQ.

25. Plaintiffs are informed, believe, and thereon allege that as part of Defendants' ongoing unfair business practices, Defendants failed to provide all employees all wages at the time of their separation in violation of Labor Code § 200, et. seq., including but not limited to, §§201, 202, 203 & 204.

26. Labor Code § 200, et seq. provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon the employee's involuntary

separation from employment; immediately upon his or her voluntary separation if the employee gave at least seventy-two (72) hours notice, and within seventy-two (72) hours, if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

27. Plaintiffs are informed, believe, and thereon allege that all employees who have been separated from Defendants did not timely receive a final paycheck detailing the proper amount of pay from Defendants in violation of Labor Code § 200, et. seq.

28. Pursuant to Labor Code § 200, et seq. employees that no longer work for Defendants, and who were not timely paid, are entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

VIOLATION OF MEAL PERIOD PROVISIONS

29. Defendants' improper meal and rest period policies are in violation of California law including, but not limited to Labor Code § 226.7, 512, and IWC Wage Order 5-2001. Plaintiffs and these classes are entitled to wages at their regular rate of pay for each violation where Defendants violated the meal and rest break provisions and paid the class the missed meal and rest period premiums at an artificially reduced regular rate. Plaintiffs and the class were entitled to 1 hour of pay for each meal and rest break violation at their regular rate of pay. Defendants failed and continue to fail to pay for meal and rest period violations at the employees' regular rate of pay in violation of Section 11 of the applicable Wage Orders.

30. Plaintiffs seek restitution and injunctive relief for said violations.

31. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices prohibited by California B&PC §17200, thereby depriving their employees and the putative class the minimum working standards and conditions due to them under the California labor laws and Industrial Welfare Commission wage orders as specifically described herein. Plaintiffs seek an injunction preventing Defendants from continuing their unfair business practice of improperly depriving their employees of overtime pay, and payment of their regular rate of pay for meal and rest period premiums. Plaintiffs further seek an order requiring Defendants to identify by full name, telephone number, and last known address employees who worked or still work for

Defendants from 2020 through the date of judgment; Plaintiffs further seek an order requiring Defendants to timely pay restitution to all current and former employees, including back wages, premium payments, and interest.

SECOND CAUSE OF ACTION

RECOVERY OF UNPAID WAGES & PENALTIES

(Violation of Labor Code §§ 204, 510, 1194, and 1198)

32. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

33. Plaintiffs and all others similarly situated identified herein were and are employed and scheduled as a matter of established company policy to work and in fact worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess of forty (40) hours per week. Defendants employed and scheduled all employees without providing overtime compensation for such excess hours worked in violation of Labor Code §§ 510 and 1194 and the relevant California Industrial Welfare Commission (IWC) orders. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid the proper amount of wages in a timely fashion for their work, including overtime. Defendants always had a written and verbal agreement to pay overtime and double time based on the Plaintiffs' and classes' regular rate of pay.

34. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiffs may bring a civil action for overtime wages directly against the employer without first filing a claim with the Division of Labor Standards Enforcement (hereinafter "DLSE") and may recover such wages, together with interest thereon, penalties, attorneys' fees, and costs.

35. At all times relevant hereto, Defendants have failed to pay to Plaintiffs and all persons similarly situated wages when due as required by Labor Code § 204.

36. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders.

37. At all times relevant hereto, Plaintiffs are informed, believe, and thereon allege that Defendants have treated Plaintiffs as hourly non-exempt employees. Despite this classification, Defendants have willfully violated the Labor Code with respect to meeting the requirements of paying one (1) regular rate of pay and calculating overtime and double time based on that regular rate, as hereinbefore alleged. Defendants have failed to properly pay premium overtime for hours worked in a week, and as such, Defendants are able to reduce their overhead and operating expenses and gain an unfair advantage over competing companies complying with state law. Furthermore, Defendants have failed to include all items of remuneration when determining the employees' regular rate of pay, as described above.

38. Plaintiffs are informed, believe, and thereon allege that the hourly non-exempt class was never paid any premium compensation or paid significantly less premium compensation for work accomplished in excess of forty (40) hours per week, and/or eight (8) hours per day.

39. Furthermore, Plaintiffs are informed and believe that Defendants have a policy of not paying overtime to their employees even though the employees actually worked the overtime hours. Further, Plaintiffs allege that in an attempt to circumvent the overtime requirements, Defendants code work differently from other hours worked so as not to incur overtime payments for consecutive hours worked. Essentially, the employee is subject to a forfeiture of wages for the hours worked.

40. Plaintiffs are informed, believe, and thereon allege that Defendants consistently administered a corporate policy regarding both staffing levels and duties and responsibilities of the members of the classes which required the entirety of all classes to work overtime without proper premium pay. This included a uniform corporate policy and practice of failing to include all remuneration into the regular rate for purposes of calculating premium overtime payments and meal period penalties. This corporate policy and pattern of conduct was/is accomplished with the advance knowledge and design of all Defendants herein. Thus, Plaintiffs and all others similarly situated routinely, regularly, and customarily performed overtime work. Accordingly, Plaintiffs and all others similarly situated are entitled to overtime compensation under California

law. Further, Defendants disseminated false information throughout Defendants' facilities and among the employees reciting that all hourly non-exempt employees would receive premium overtime pay.

41. Plaintiffs are informed, believe, and thereon allege that the obligations and responsibilities of the class employees are irrelevant because Plaintiffs and all others similarly situated merely allege wrongdoing with Defendants' pay plans. Further, the duties of Plaintiffs and all others similarly situated are not relevant in certifying any of the classes. Defendants' hourly non-exempt employees work routinely in excess of eight (8) hours per day, forty (40) hours per week, and/or and they were not, and have never been, paid the proper regular rate of compensation nor the proper premium compensation for their overtime work.

42. Defendants, and each of them, in violation of Labor Code §§ 201 and 202, et seq., respectively, had a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned and unpaid wages of all such former employees. Defendants have willfully failed to pay the earned and unpaid wages of such individuals, including, but not limited to regular pay, premium pay, and other wages earned and remaining uncompensated according to amendment, or proof.

43. The pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiffs and all others similarly situated, in a civil action, for the unpaid balance of the full amount of the all wages owing, including the proper calculation of the regular rate and the proper overtime premiums calculated at 1.5 or 2 times the legal regular rate which are owing, including interest thereon, willful penalties, reasonable attorneys' fees, and costs of suit according to the mandate of Labor Code § 1194, et. seq.

44. Likewise, Defendants have a pattern, practice, and uniform administration of corporate policy regarding failure to comply with the required provisions of Labor Code § 226.7, in failing to pay Plaintiffs and the class the meal and rest period premium payment at the regular rate.

THIRD CAUSE OF ACTION

(Violation of Labor Code §§ 200, et. seq.)

45. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

46. Labor Code §§ 200, et. seq., provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon an employee's involuntary separation from employment; immediately upon her voluntary separation if the employee gave at least seventy two (72) hours notice, and within seventy-two (72) hours, if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

47. Plaintiffs and other former employees of Defendants employed in the State of California separated from employment with Defendants, and did not timely receive a final paycheck with all of their wages due from Defendants in violation of Labor Code §§ 200, et seq. Plaintiffs are informed, believe, and thereon allege that Defendants also violated the mandates of Labor Code §§ 200, et seq., as to other employees whose employment ended during the period of time covered by this action.

48. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no longer works for Defendants, and who was not timely paid all of his or her wages due is entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

FOURTH CAUSE OF ACTION

FAILURE TO PAY MEAL AND REST PERIOD PREMIUMS AT THE PROPER REGULAR RATE OF PAY

(Violation of Labor Code §§ 226.7 & 512, et seq.)

49. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

50. Plaintiffs believe and thereon allege that Labor Code §226.7 requires an employer to pay an additional hour of compensation at the employee's regular rate of pay for each meal period and rest period violation. During the class period, Plaintiffs are informed and believe, and

based thereon allege that Defendants have paid meal period and rest period violations, however, Defendants have paid those premiums at an artificially low regular rate of pay. Defendants' improper meal and rest period practices and policies are in violation of California law including, but not limited to Labor Code § § 226.7, 512, and IWC Wage Order 5-2001, et seq. Plaintiffs and the class are entitled to 1 hour of pay for each meal and rest period violation at their regular rate of pay.

51. Pursuant to Labor Code §226.7, Plaintiffs are entitled to damages in an amount equal to one (1) hour of the employee's regular rate of pay per each meal and rest period violation, in a sum to be proven at trial.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

52. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

53. Labor Code §226(a) provides, in pertinent part:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. . ..

54. During the Class Period, Defendants knowingly and intentionally failed to provide the Class Members, including Plaintiffs, with timely and accurate wage and hour statements

showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing that Class Member, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by that Class Member.

55. The Class Members, including Plaintiffs, suffered injury as a result of Defendants' knowing and intentional failure to provide the Class Members, with the wage and hour statements required by law.

56. Based on Defendants' conduct as alleged herein, Defendants are liable for actual damages, statutory damages, and/or statutory penalties pursuant to California Labor Code § 226, attorney's fees and costs, and other applicable provisions of the Labor Code and applicable Wage Order.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512)

57. Plaintiffs incorporate by reference as if fully set forth herein, the allegations of paragraphs above.

58. California Labor Code § 512 and IWC Wage Order 5-2001 state that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than 30 minutes, and an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. California Labor Code § 226.7(a) further states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC.

59. Employers are prohibited from exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

60. Plaintiffs and members of the Class were not provided with or given the opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor were they provided with or given the opportunity to take a proper second meal period during the days when they worked more than 10 hours in a day. Defendants coerced Plaintiffs and the members of the Class to forego meal periods by disciplining and/or threatening disciplinary action against them if they attempted to take meal periods, created incentives to forego meal breaks, and encouraged the skipping of meal periods by scheduling work to coincide with the meal periods, among other things. In addition, the pace of the job required Class Members to eat while working in order to keep up with patient care needs. As a result, Plaintiffs and members of the Class were required to work and/or were not relieved of all duties during any meal period taken, and thus were considered "on duty;" however, Defendants failed to count as time worked any "on duty" meal period taken by Plaintiffs and the members of the Class.

61. Pursuant to California Labor Code § 226.7(c) and IWC Wage Order 5-2001, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that the meal period is not provided. As such, Plaintiffs and members of the Class are entitled to an additional one hour's pay for each day in which Plaintiffs and members of the Class were not provided a proper meal break under the above-described authorities.

62. Plaintiffs and the members of the Class request that the Court award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

SEVENTH CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT REST PERIODS

(Violation of Labor Code § 226.7)

63. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

64. IWC Wage Order 5-2001 states that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or a major fraction thereof. An employer must provide employees with 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, and 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

65. Plaintiffs and Class Members were not permitted to take rest periods, were required to work during their rest periods, and/or were disciplined and/or were advised that they would be disciplined if they took rest periods during work hours, in contravention of California law.

66. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage Orders, if an employer fails to provide an employee a rest period in accordance with the applicable IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

67. As such, Plaintiffs and the Class members are entitled to an additional one hour's pay for each day in which they were not provided a proper rest period under the above-described authorities.

68. Plaintiffs and the members of the Class request that the Court award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Violation of Labor Code §§ 2698 and 2699)

75. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

76. On or about November 22, 2023, Plaintiff Hampton provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

77. The LWDA failed to respond to Plaintiffs' counsel's correspondence and failed to notify Plaintiffs' counsel as to whether it would investigate the allegations contained therein, within the time period requirements of the Private Attorneys General Act (PAGA), under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

78. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, and failure to provide accurate itemized wage statements, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 245, 246, 510, 512, 551, 552, 1174, 1194, 1198, and IWC Wage Orders.

79. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c), and related Labor Code provisions. Plaintiffs bring this cause of action on behalf of themselves, as private attorneys general, and in a representative capacity on behalf of other aggrieved employees, affected by the labor law violations alleged herein.

80. Defendants committed numerous violations of the California Labor Code and IWC Wage Orders against the Plaintiffs, and on information and belief, against members of the Class and other current and former employees while they were employed by Defendants, including but not limited to:

a. Defendants violated Labor Code §§ 510, 511, 1194 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, all minimum, straight time and overtime wages owed in compliance with California law;

b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class by failing to pay for a missed meal or rest period at the regular rate of pay;

c. Defendants violated Labor Code §§ 1194, 1197 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, all minimum wages owed in compliance with California law;

d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage Orders by failing to pay Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, all wages owed in a timely manner in compliance with California law;

e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by failing to provide Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, the opportunity to take the requisite meal periods in compliance with California law;

f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by failing to authorize and permit Plaintiffs and the members of the Class, and on information and belief, other current and former employees of Defendants, the opportunity to take the requisite rest periods in compliance with California law;

g. Defendants violated Labor Code §§ 226, 1174 and/or IWC Wage Orders by failing to properly maintain accurate employment time and records, maintain and/or submit accurate itemized wage statements on behalf of Plaintiffs, members of the Class, and on information and belief, on behalf of other current and former employees of Defendants as described herein; and

h. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by failing to pay Plaintiffs, the Class, and on information and belief, other current and former employees of Defendants as described herein;

i. Defendants violated Labor Code §§ 245 and 246 and/or the IWC Wage Orders by failing to pay Plaintiffs and other members of the Class sick days at the regular rate of pay.

81. Pursuant to Labor Code § 2699, Plaintiffs, members of the Class, and all other aggrieved current and former employees seek to recover civil penalties, as otherwise provided by statute and wage order, for which Defendants are liable as a result of their violations of the California Labor Code and applicable wage order(s) in an amount to be proven at trial. These penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 245, 246, 256, 510, 512, 558, 1174, 1194, 1197, 2699, and IWC Wage

Orders. Plaintiffs and aggrieved current and former employees further seek and award of reasonable attorneys' fees and costs pursuant to Labor Code § 2698 and 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

1. That the Court determines this action may be maintained as a class action;

As to the First Cause of Action:

2. For an order preliminarily and permanently enjoining Defendants from engaging in the practices challenged herein;

3. An order for full restitution of all monies, as necessary and according to proof, to restore any and all monies withheld by the Defendants by means of the unfair practices complained of herein. Plaintiffs seek, on behalf of the putative class, the appointment of a receiver, as necessary. The restitution includes all monies retained as wages, as defined in Labor Code §§ 201, 202, 510, and 1194, and interest, and attorneys' fees as a result of the unfair business practices;

4. For an order finding and declaring that Defendant's acts and practices as challenged herein are unlawful, unfair, and/or fraudulent;

5. For an accounting, under the administration of Plaintiffs and subject to court supervision, to determine the amount to be returned by Defendants and the amounts to be refunded to members who are or were not paid all their wages due to Defendants' unfair business practices;

6. For the creation of an administrative process wherein each injured current and former employee receives his or her back wages in the form of overtime pay or alternatively that each current or former eligible employee may submit a claim in order to receive his/her money;

7. For an order requiring Defendants to make full restitution and payment pursuant to B&PC Sections 17200, et seq.;

8. For all other appropriate declaratory and equitable relief;

9. For pre-judgment interest to the extent permitted by law;

10. For an order requiring Defendants to identify, by name, address, and telephone number of each person who worked as an hourly non-exempt employee for Defendants from four (4) years before the filing of the original complaint in this action through the time of judgment;

11. For an order imposing all civil and statutory penalties provided by law.

As to the Second and Fourth Cause of Action:

12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and 1194, et seq., (and the applicable California Industrial Welfare Commission wage orders) regarding wages due and owing;

13. For pre-judgment interest as allowed by Labor Code § 1194 and California Civil Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for reasonable attorneys' fees;

14. For an order imposing all civil and statutory penalties provided by law.

As to the Third Cause of Action:

15. For waiting for time penalties for all former employees not timely paying their last paycheck, including vacation pay;

16. For reasonable attorneys' fees and costs;

17. For an order imposing all civil and statutory penalties provided by law.

As to the Fifth Cause of Action:

18. For recovery as authorized by Labor Code §226(e);

19. For injunctive relief to ensure Defendants' compliance with Labor Code §226 and the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(h);

21. For an order imposing all civil and statutory penalties provided by law.

As to the Sixth Cause of Action:

22. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a meal period was not provided, impeded, discouraged, and/or dissuaded;

23. For an order imposing all civil and statutory penalties provided by law.

As to the Seventh Cause of Action:

24. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a rest period was not authorized or permitted, or impeded, interrupted, discouraged, and/or dissuaded;

25. For an order imposing all civil and statutory penalties provided by law.

As to the Eighth Cause of Action:

26. That the Court declare, adjudge and decree that Defendants violated California Private Attorneys General Act, Labor Code § 2698 and 2699;

27. For an order imposing all civil and statutory penalties provided by law;

28. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 2699(g); and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action:

30. For reasonable costs incurred;

31. For such other and further relief as this Court may deem just and proper.

Dated: March 5, 2025 BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
Aaron A. Bartz
Attorney for Plaintiffs Mindi Hampton and Tammy Rautenberg and all other similarly situated employees

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues triable to a jury.

Dated: March 5, 2025 BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
Aaron A. Bartz
Attorneys for Plaintiff Mindi Hampton and Tammy Rautenberg and all other similarly situated employees

PROOF OF SERVICE - C.C.P. §§ 1013B, 2015.5
STATE OF CALIFORNIA

I, the undersigned, am employed in the State of California. I am over the age of eighteen (18) years and not a party to the action. My business address is 5151 California Ave., Suite 100, Irvine, California 92617.

On March 5, 2025, I served true copies of the foregoing documents described as: **FIRST AMENDED COMPLAINT** on the interested parties in this action, addressed as follows:

Christina Bucci Hamilton, Esq. Vivian Webber, Esq. DUGGAN MCHUGH LAW CORPORATION 641 Fulton Avenue, Suite 100 Sacramento, CA 95825 Email: christina@dugganmchugh.com vivian@dugganmchugh.com nicole@dugganmchugh.com	*Attorneys for Defendant*
Walter L. Haines, Esq. UNITED EMPLOYEES LAW GROUP, PC 8605 Santa Monica Blvd., #63354 West Hollywood, CA 90069 Email: walter@uelglaw.com	*Co-Counsel for Plaintiff*

() BY U.S. MAIL: The documents were placed in sealed, addressed envelopes on the above date and placed for collection and mailing at my place of business. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business.
I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(X) BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court order I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on March 5, 2025.

/s/ Leanne Nguyen-Phuoc/s/
Leanne Nguyen-Phuoc

EXHIBIT D

XPAND

Case Name:	**Hampton v. Infusion4Health**
Date:	March 19, 2025
Client Name:	Aaron A. Bartz
Client Email:	aaron@bartzlawgroup.com
Xpand Contact:	Jonathan Paul
Xpand Contact Email Address:	jonathan@xpandlegal.com
Xpand Contact Phone Number:	310.948.7117

**Cost Estimate for Legal Administration Services*
**Pricing Good for 90 Days*
**Assumes Scope Within - Additional Services Priced Accordingly*

Key Assumptions Used for Pricing	
Class Size	275
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	Yes
Spanish Translation	No
National Change of Address (NCOA)	Yes
Wage Tax Reporting	Yes
Number of States for Tax Reporting	1
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	Controller

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	$125.00	1	$125.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	$125.00	1	$125.00
NCOA (Includes CASS & LACS)	Flat Fee	$150.00	1	$150.00
Spanish Translation	Flat Fee	$0.00	0	$0.00
Toll Free Telephone Support	Flat Fee	$689.50	1	$689.50
Static Website	Flat Fee	$250.00	1	$250.00
			Total	**$1,339.50**

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at $125/hour.*

Notification

Service	Type	Cost Per Piece	Volume	Total
Print & Mail Notice Package	Per Piece	$2.00	275	$550.00
USPS First Class Mail - 1oz	Per Piece	$0.70	275	$192.50
Submission Processing (Opt Outs, Disputes, Objections)	Hourly	$75.00	2	$150.00
Undeliverable Mail Processing	Per Piece	$5.00	28	$137.50
Address Trace Undeliverable Mail	Per Piece	$5.00	28	$137.50
Remail Notice Package (Undeliverable & Forwards)	Per Piece	$7.00	36	$250.25
			Total	**$1,417.75**

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	$125.00	4	$500.00
Status Reporting (Ongoing & Final)	Hourly	$75.00	4	$300.00
Declaration (Final Approval & Payment)	Hourly	$125.00	1	$125.00
Executive Oversight	Hourly	$200.00	1	Waived
			Total	**$925.00**

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	$125.00	1	$125.00
Data Analyst - Payment File Production & Quality Review	Hourly	$125.00	1	$125.00
Print & Mail Payments	Per Piece	$3.00	275	$825.00
USPS First Class Mail - 1oz	Per Piece	$0.70	275	$192.50
Undeliverable Payment Processing	Per Piece	$5.00	28	$137.50
Address Trace Undeliverable Mail	Per Piece	$5.00	28	$137.50
Remail Payments (Undeliverable & Forwards)	Per Piece	$7.00	36	$250.25
Tax ID Setup & Shutdown	Flat Fee	$500.00	1	$500.00
Qualified Settlement Fund (QSF) Creation, Reporting & Closure	Hourly	$100.00	9	$900.00
QSF Monthly Fees & Account Reconciliation	Per Piece	$75.00	5	$375.00
Process Remaining Funds	Flat Fee	$750.00	1	$750.00
			Total	**$4,317.75**

Total Case Cost - Flat Fee: $8,000.00

Terms & Conditions

All services to be provided by Xpand Legal (hereinafter, “Xpand") to Client shall be subject to the following Terms and Condi tions of this Agreement:

- **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with Administration Services (hereinafter, "services") as spe cified in the Proposal provided to Client to which these Terms and Conditions are referenced and in accordance of the Court's direction. The estimat e is in good faith and does not cover any applicable taxes and fees. The estimate does not include any services not referenced in the request for proposal. These s ervices do not constitute legal services or advice. Xpand is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

- **Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates and are subject to change. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to Xpand. Actual fees charged by Xpand to Client may be greater or less than the estimate, and Client shall be responsible for the payment of all charges and expenses in accordance with Section 3 below. Cha rges incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. Xpand may derive financial benefits from financial institution s in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, an d loans at favorable rates.

- **Payment of Charges:** Xpand will process payment of charges once payments are made to class members and counsel in accordance with direction from t he court. However, decisions of the court and actions of the parties, including disapproval or withdrawl of a settlement or case status, do not affect the Client's liabili ty to Xpand for payment of services. Services are not provided on a contingency fee basis.

- **Indemnification:** Client will indemnify and hold Xpand (and the officers, employees, affiliates and agents harmless against any Losses incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any aspe ct of the project by Xpand in accordance with Client’s instructions.

- **Confidentiality:** Xpand maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of dat a provided to Xpand by Client or another party to the action. Should Xpand ever be notified of any judicial order or other proceedings in w hich a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client will have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse Xpand for any of its costs, inclu ding attorneys’ fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Xpand is required, pur suant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for bre ach of said obligation.

- **Data Rights:** Xpand does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.

- **Document Retention:** Unless directed otherwise in writing by Client, Xpand will maintain documents and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or revie w, whichever is later.

- **Limitation of damages:** Xpand is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of Xpand to the Client shall not exceed the total amount billed to the Client for the services that give rise to any loss.

- **Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to Xpand. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Xpand may terminate this Agreement at will (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client. The Client is obligated to pay for all Services at the time of termination under this paragraph; no deferral period shall take place.

- **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

- **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand’s reasonable control, then such performance shall be excused and this Agreement, at Xpand’s option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

- **Waiver of Rights:** No failure or delay on the part of either party in exercising any right will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any su ch right will be effective unless given in writing.

- **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the layi ng of venue of any such suit, action or proceeding in the Court.

- **Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matte r hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, e xcept to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding up on any party, unless approved in writing by such party's authorized representative.

- **Counterparts**: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall consitute a d uplicate original, but all counterparts togethere shall constitute a signle agreement.