

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

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 PLAINTIFF AND
CLASS REPRESENTATIVE TAMMY
RAUTENBERG IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 11, 2025

Time: 10:30 a.m.

Dept: 12

1 I, TAMMY RAUTENBERG, declare as follows:

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

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

7 3. I was previously employed by Defendant Infusion4Health, Inc. ("Defendant")
8 from March 2019 to August 2023 and worked in California as a registered nurse. During my
9 time working for Defendant, I was subjected to the same wage and hour policies and practices
10 that are at issue in this case, including the Defendant's practice of failing to pay employees all
11 wages owed, failing to provide meal periods, failing to authorize and permit rest periods, failing
12 to provide accurate wage statements, and related issues.

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

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

24 6. Prior to the mediation in this case, I spoke at length and in great detail with my
25 attorneys and explained what I perceived as Defendant's California Labor Code violations which
26 were perpetrated against me and the class members and submitted a declaration of such for use at
27 the mediation and believe my declaration was crucial to reaching a settlement of this case on
28 behalf of myself and the class members.

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

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

9 9. As detailed above, I have actively participated in the litigation of this case and
10 have been continuously apprised of all aspects of this case through mediation and settlement.

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

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

26 12. In addition to performing work on this matter, I assumed a substantial risk in
27 serving as a class representative if the Defendant prevailed in this case. My willingness to
28 assume the financial risk was and is significant. Although I was confident in the merits of this

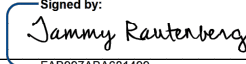
lawsuit, I do not have any significant savings to speak of, and becoming a class representative was a serious commitment on my behalf and exposed myself to considerable risk. My attorneys have advised me that California law provides that the losing party must pay the prevailing party's costs. As such,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

13. Given the above, I believe a \$10,000 enhancement fee and general release payment is appropriate, and fair and reasonable in this case.

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

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

Executed on March 28, 2025, in the City of Kailua Kona, State of Hawaii.

Signed by:

Tammy Rautenberg
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