

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 MINDI  
HAMPTON IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: December 4, 2025

Time: 10:30 a.m.

Dept: 12

I, MINDI HAMPTON, declare as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

10           13.     Moreover, after leaving Defendant, I worked as a registered nurse at Kinetix  
11 Surgery Center, and I was approached by the lead Registered Nurse (Marichu), who told me that  
12 she had Googled me and made it known to me that she knew of my lawsuit against Defendant,  
13 and she made it known that she did not approve of it. Shortly after my interaction with Marichu,  
14 my hours were reduced in half, my previously scheduled workdays would get suddenly  
15 cancelled, and the Director of Nursing, Emily Feuer, with whom I previously had a positive  
16 relationship with, began distancing herself from me, and treated me differently. I believe  
17 Marichu shared with Ms. Feuer my lawsuit against Defendant, and they were retaliating against  
18 me because of it. Eventually, I had to resign from Kinetix because I could not support myself on  
19 the reduced hours that I was receiving after Marichu found out about my ongoing lawsuit against  
20 my prior employer.

21           14.     I also have performed an Internet search of my name, and one of the first search  
22 results is my name affiliated with this lawsuit. The fact that I put my name on this lawsuit has  
23 affected my employment since leaving Defendant, and I have no doubt that it has also affected  
24 my future employment in the health care industry. For instance, Regal Medical Group withdrew  
25 its offer of employment in October 2025 several weeks after offering it to me, without any  
26 explanation. I believe Regal performed a background investigation revealing this lawsuit, as  
27 there was no other reason why Regal would have withdrawn its offer, as I met all of the  
28 qualifications for the job and was offered the position.

1 15. Since leaving Kinetix, I have applied to numerous positions, over 15 in October  
2 2025 alone, that I am eminently qualified for, but have not been given the opportunity to  
3 interview for any of the open positions. I believe I am being shunned from the health care  
4 industry because I filed this lawsuit to protect not only my rights, but the rights of others as well.

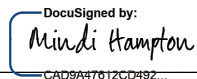
5 16. I also chose to file this lawsuit so that other affected health care employees could  
6 benefit as well, and gave up a potentially more lucrative individual lawsuit. Not long before I  
7 was terminated, I received an excellent performance review and a raise. Nevertheless, I  
8 thereafter complained about not being able to take my meal and rest periods, and I raised patient  
9 safety issues when a nurse practitioner left early while patients were still receiving infusions.  
10 Because I made these complaints close in time with my termination, I believe I was targeted for  
11 termination for pretextual reasons. I believe I had a good basis upon which to sue Defendant for  
12 wrongful termination and retaliation, but instead, I pursued this class action to benefit not only  
13 myself, but hundreds of other employees as well. I believe any retaliation case would have  
14 benefited me much more financially than any benefit that I will receive in this case.

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

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

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

23 Executed on November 6, 2025, in the City of Camarillo, State of California.

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25   
26 Mindi Hampton  
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