

12/04/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

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14 and all others similarly situated

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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]

[PROPOSED] ORDER AND JUDGMENT
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FOR
ATTORNEYS' FEES AND COSTS

Date: December 4, 2025

Time: 10:30 a.m.

Dept: 12

1 The Motion for Final Approval of Class Action Settlement (“Motion”) came before this
2 Court on December 4, 2025, at 10:30 a.m., in Department 12 of the above-entitled court, located
3 at the Los Angeles Superior Court, 312 North Spring Street, Los Angeles, California 90012.
4 Plaintiffs Mindi Hampton and Tammy Rautenberg (“Plaintiffs”) appeared through their
5 attorneys of record. Defendant Infusion4Health, Inc. (“Defendant”) appeared through its
6 attorneys of record. (Plaintiffs and Defendant collectively referred to herein as the “Parties”).

7 The Court, having considered the Class Action and PAGA Settlement Agreement
8 (hereafter, “Settlement Agreement”), attached as Exhibit 1 to the Declaration of Aaron Bartz in
9 Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and having
10 considered the Motion for Final Approval of Class Action Settlement (“Motion”), and having
11 considered the respective points and authorities and declarations submitted by the parties in
12 support of the Motions; and good cause appearing, HEREBY ORDERS, DECREES AND
13 ADJUDGES AS FOLLOWS:

14 1. This Judgment Granting Final Approval of Class Action Settlement
15 incorporates by reference the definitions set forth in the Settlement Agreement, and all terms
16 used herein shall have the same meanings as set forth in the Settlement Agreement.

17 2. The Court hereby approves the terms set forth in the Settlement Agreement and
18 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in
19 the best interests of the Class, and directs the Parties to effectuate the Settlement Agreement
20 according to its terms. The Court has jurisdiction over the subject matter of this proceeding
21 and over all Parties to this proceeding, including Class Members.

22 3. This Court certifies a Settlement Class under California Code of Civil
23 Procedure section 382 for purposes of settlement only based on the reasons set forth in this
24 Judgment, and defined as follows:

25 All current and former non-exempt employees who worked in the state
26 of California for Defendant at any time during the period beginning from
27 February 1, 2020 through June 17, 2025.

28 4. Each member of the Settlement Class will release Defendant and the other

Released Parties pursuant to the terms of the Settlement Agreement. Plaintiffs also release the Released Parties pursuant to the terms of the Settlement Agreement.

5. The distribution of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) to the Class as set forth in the Settlement Agreement has been completed in conformity with the Preliminary Approval Order. The Class Notice provided adequate notice of the proceedings and about the case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who could be identified through reasonable effort. As executed, the Class Notice was the best notice practicable under the circumstances. Class Members were afforded the opportunity to exclude themselves or object to the settlement. No Class Member objected to the settlement, and no class members excluded themselves from the settlement.

6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arms-length negotiations. Consummation of the settlement in accordance with the terms and provisions of the Settlement Agreement is therefore approved.

7. The Settlement Agreement is not an admission by Defendant, nor is this Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. The Settlement Agreement and/or the fact of settlement, shall not be construed as an admission or concession by Defendant of any violations or failure to comply with applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with federal, state, local or other applicable law. Neither this Judgment, the Settlement Agreement, or any document referred to herein, or any action taken to carry out the Settlement Agreement, shall be construed or deemed to be an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

8. The Gross Settlement Amount is \$485,000. The Gross Settlement Amount shall

1 represent the total consideration to be paid by Defendant in connection with this settlement,
2 except that Defendant shall also pay the employer's share of payroll taxes pursuant to the
3 Settlement Agreement. Defendant shall have no further liability for costs, expenses, interest,
4 taxes, attorneys' fees, or for any other charge, expense, or liability, except as provided in the
5 Settlement Agreement.

6 9. The Court hereby confirms that named plaintiffs Mindi Hampton and Tammy
7 Rautenberg are approved as Class Representatives, and awards Mindi Hampton an incentive
8 payment of \$15,000, and Tammy Rautenberg an incentive payment of \$10,000. The payments
9 of the Class Representatives' enhancement awards shall be made in accordance with the terms
10 of the Settlement Agreement.

11 10. The Court hereby approves the following as Class Counsel: Aaron Bartz of
12 Bartz Law Group APC, and Walter Haines of United Employees Law Group PC. The Court
13 further awards Class Counsel the amount of \$161,666 in attorneys' fees as follows:

14 Bartz Law Group APC - \$98,466;

15 United Employees Law Group PC - \$63,200.

16 Attorneys' costs in the amount of \$18,632.68 shall be awarded as follows:

17 Bartz Law Group APC - \$17,713.72;

18 United Employees Law Group PC - \$918.96.

19 The attorneys' fees and costs authorized by this paragraph shall be paid in accordance
20 with the terms of the Settlement Agreement. The fee award is reasonable in light of the benefit
21 obtained for the class.

22 11. The Court further approves the payment of \$8,000 to Xpand Legal for the fees
23 and costs of administering the settlement as set forth in the Settlement Agreement. The payment
24 authorized by this paragraph shall be paid in accordance with the terms of the Settlement
25 Agreement.

26 12. The Administrator shall promptly calculate and mail the checks to those Class
27 Members who have not opted out and cause to be paid attorneys' fees, taxes, costs, and
28 enhancement as approved by the Court and in accordance with the terms of the Settlement

Agreement. The envelope transmitting the settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." A Class Member must cash his or her Settlement Share check within 180 calendar days after it is mailed to him or her. If the check remains uncashed by the expiration of the 180-day period, the Administrator shall send those funds to the California State Controller Unclaimed Property Fund, to be held in the class member's name until claimed. As such, no "unpaid residue" under California Code of Civil Procedure section 384 will result from the Settlement.

13. Pursuant to PAGA, the LWDA has been given notice of the Settlement and Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA. Plaintiffs shall file and serve formal Notice of Entry of Judgment including Notice to the LWDA. The Court hereby grants approval of the portion of the Settlement Agreement resolving Plaintiffs' PAGA Claims, including the settlement and release of the PAGA Claims from November 22, 2022 through June 24, 2025, as defined in the Settlement Agreement, and the payment of Twenty Five Thousand Dollars (\$25,000) from the Gross Settlement Amount to resolve the PAGA claims ("PAGA Penalties"), of which Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) (75% of the PAGA Penalties) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion – Six Thousand Two Hundred Fifty Dollars (\$6,250) (25% of the PAGA Penalties) – going to Aggrieved Employees. Aggrieved Employees shall be paid their portion of the Six Thousand Two Hundred Fifty Dollars (\$6,250) on a pro rata basis, based on their proportionate pay periods worked for Defendant from November 22, 2022 through June 24, 2025. The payment to each Aggrieved Employee shall be made in the form of a check to be mailed to each of them pursuant to the Settlement Agreement. The payment to the LWDA shall be made in the form of a check to be mailed to the LWDA pursuant to the Settlement Agreement. The State of California and all Aggrieved Employees, including Non-Participating Class Members

1 who are Aggrieved Employees, are deemed to have fully, finally, and forever released, settled,
2 compromised, relinquished, and discharged the Released Parties from the claims for civil
3 penalties for the violations of the California Private Attorneys General Act of 2004 that were
4 alleged, or could have been alleged, based on the facts alleged in the Operative Complaint
5 and/or the LWDA Letter during the PAGA Period.

6 14. The Parties agree that, upon final approval of the settlement, the Court shall enter
7 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the
8 construction, interpretation, implementation and enforcement of the Settlement Agreement
9 according to its terms, over the administration and distribution of the settlement proceeds, and
10 other post-Judgment matters as are permitted by law.

11 15. The Administrator shall provide a notice to the Settlement Class of the judgment
12 pursuant to California Rule of Court 3.771(b). The Administrator will provide this notice along
13 with the mailing of the checks in a statement that provides: "Pursuant to California Rules of
14 Court 3.771, notice is hereby given that judgment has been entered in the case of *Hampton v.*
15 *Infusion4Health, Inc.*, Case No. 24STCV02692, Los Angeles Superior Court."

16 16. This Judgment shall be entered pursuant to the Settlement Agreement and is
17 intended to effectuate the settlement as more fully described in the Settlement Agreement. In
18 the event that the settlement does not become effective in accordance with the terms of the
19 Settlement Agreement, then this Judgment shall be rendered null and void to the extent
20 provided by and in accordance with the Settlement Agreement and shall be vacated.

A non-appearance case review re the filing of the final report of the Administrator is set for Oct. 12, 2026.

17. A Final Accounting is set for _____, at _____ a.m. in Department 12 of the above-referenced Court, and no later than 5 days prior to that date the parties shall file and serve a compliance report.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 12/04/2025



Hon. Carolyn B. Kuhl
Judge of the Superior Court