

Douglas Han (SBN 232858)  
 Shunt Tatavos-Gharajeh (SBN 272164)  
**JUSTICE LAW CORPORATION**  
 751 N. Fair Oaks Avenue, Suite 101  
 Pasadena, California 91103  
 Telephone: (818) 230-7502  
 Facsimile: (818) 230-7259

*Attorneys for Petitioners* Buck Walsh and Jessica Elizalde

Thomas S. Ingrassia (SBN 149673)  
 Shannon R. Finley (SBN 294329)  
**PETTIT KOHN INGRASSIA LUTZ & DOLIN**  
 11622 El Camino Real, Suite 300  
 San Diego, CA 92130  
 Telephone: (213) 624-2500  
 Facsimile: (213) 623-4581  
*Attorneys for Respondent* Tandem Diabetes Care, Inc.

## JUDICATE WEST

BUCK WALSH and JESSICA ELIZALDE,  
 individually, and on behalf of other members of  
 the general public similarly situated;

Petitioners,

v.

TANDEM DIABETES CARE, INC., a California  
 corporation; and DOES 1 through 100, inclusive;

Respondents.

**CASE NO.: A281153-48**

**JOINT STIPULATION OF CLASS ACTION  
 SETTLEMENT AND RELEASE**

## JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement and Release (“Agreement” or “Stipulation of Settlement” or “Settlement”) is made and entered into by and between Petitioners Buck Walsh and Jessica Elizalde (“Petitioners,” “Petitioner Walsh,” “Petitioner Elizalde,” or “Class Representatives”), individually and on behalf of the general public similarly situated, on the one hand, and Respondent Tandem Diabetes Care, Inc. (“Respondent”), on the other hand (collectively, the “Parties”).

Subject to approval of the Arbitrator, this Stipulation of Settlement shall be binding on Petitioners, Class Counsel, the Class, Respondent, and any of its former and present parents, subsidiaries, affiliates, alleged joint employers (including staffing agencies and other entities that have provided temporary, leased, or other workers to, or for the benefit of, Respondent) and their respective officers, directors, employees, partners, and agents, and any other successors, assigns, or legal representatives (hereinafter “Released Parties”), subject to the terms and conditions hereof and the approval of the Arbitrator.

### RECITALS

1. On or about June 3, 2020, Petitioner Walsh gave notice to Respondent and the California Labor and Workforce Development Agency (“LWDA”) that he intended to bring a civil action under Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties allegedly due based on Respondent’s alleged violation of certain provisions of the California Labor Code. On or about June 16, 2020, Petitioner Walsh gave an amended notice to Respondent and the LWDA that included Petitioner Elizalde as a representative of the aggrieved employees and amended the factual allegations. On July 22, 2021, Petitioners gave a second amended notice to Respondent and the LWDA which added claims for recovery of penalties for alleged violations of Labor Code 246.

2. On September 9, 2020, Petitioner Walsh filed a Class Action Complaint against Respondent in the Superior Court for the State of California, County of San Diego, entitled *Buck Walsh, individually, and on behalf of other members of the general public similarly situated, v. Tandem Diabetes Care, Inc., a California corporation; and DOEs 1 through 100, inclusive*, Case No. 37-2020-00031529-CU-OE-CTL. The Class Action Complaint alleged: (1) violation of California Labor

Code sections 510 and 1198 (unpaid overtime); (2) violation of California Labor sections 226.7 and 512(a) (unpaid meal period premiums); (3) violation of California Labor Code section 226.7 (unpaid rest period premiums); (4) violation of California Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) violation of California Labor Code sections 201 and 202 (final wages not timely paid); (6) violation of California Labor Code section 226(a) (non-compliant wage statements); (7) violation for California Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) violation of California Business & Professions Code sections 17200, *et seq.*

3. During investigation and discovery, the Parties learned Walsh is subject to a mandatory arbitration agreement that prevents him from prosecuting the class action allegations in the Court. Consequently, the Parties decided to pursue the PAGA claim via the Court and the class action via a class arbitration proceeding.

4. On June 4, 2021, the Parties participated in mediation before Steve J. Rottman (the "Mediator"), a respected mediator of wage and hour class actions. After a full day of negotiations and considering the Mediator's proposal, the Parties agreed to settle and stipulated to the material terms of this Stipulation of Settlement now before this Arbitrator. The Mediator's supervision of the mediation and negotiations was critical in managing the expectations of the Parties and providing a useful and neutral analysis of the issues and risks to both sides.

5. Following mediation, for purposes of settlement, the Parties agreed to enter separate settlement agreements that cover the PAGA allegation and the class action allegations. The Parties then agreed to file First Amended Complaint ("FAC") that limited Petitioner Walsh's claims to a single cause of action under PAGA and added Petitioner Elizalde as an additional Petitioner.

6. On or about August 26, 2021, Petitioners filed the FAC in San Diego County Superior Court entitled *Buck Walsh, individually, and on behalf of other members of the general public similarly situated, v. Tandem Diabetes Care, Inc., a California corporation; and DOEs 1 through 100, inclusive*, Case No. 37- 2020-00031529-CU-OE-CTL ("the PAGA Action"). The FAC added Petitioner Elizalde as an additional Petitioner and alleged: (1) Violation of California Labor Code sections 2698 *et seq.* (Private Attorneys General Act of 2004).

1           7.       Respondent denies all material allegations set forth in this action and has asserted  
2 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
3 Respondent desires to settle all actual or potential claims fully and finally by the Class.

4           8.       Petitioners' counsel in the Action, Justice Law Corporation ("Class Counsel"),  
5 diligently investigated the proposed Class' claims against Respondent, including any and all  
6 applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of  
7 information, including a large sample of employee timekeeping and payroll records, pursuant to  
8 informal discovery methods and review of numerous corporate policies and practices.

9           9.       The settlement discussions during and after mediation were conducted at arm's-length  
10 and this Stipulation of Settlement is the result of an informed and detailed analysis of Respondent's  
11 total potential liability exposure in relation to the costs and risks associated with continued litigation.

12           10.      Based on the data produced pursuant to informal discovery, as well as Class Counsel's  
13 own independent investigation and evaluation, and the Mediator's efforts, Class Counsel believes that  
14 the settlement with Respondent for the consideration and on the terms set forth in this Stipulation of  
15 Settlement is fair, reasonable, and adequate and is in the best interest of the Class considering all  
16 known facts and circumstances.

17           11.      This Stipulation of Settlement is made and entered into by and between Petitioners  
18 individually, and on behalf of all other members of the general public similarly situated, and  
19 Respondent, and is subject to the terms and conditions hereof, and to the Arbitrator's approval. The  
20 Parties expressly acknowledge that this Stipulation of Settlement is entered solely for the purpose of  
21 compromising significantly disputed claims and that nothing herein is an admission of liability or  
22 wrongdoing by Respondent. If for any reason this Stipulation of Settlement is not approved, it will be  
23 of no force or effect, and the Parties shall be returned to their original respective positions.

24           12.      The Parties have concurrently reached a settlement of the PAGA Action. This  
25 Agreement, and all benefits, terms, and obligations contemplated herein, is contingent upon approval  
26 of the settlement of the PAGA Action by both the court and the LWDA.  
27  
28

## DEFINITIONS

The following definitions are applicable to this Stipulation of Settlement. Definitions contained elsewhere in this Stipulation of Settlement will also be effective:

13. “Action” means the lawsuit in the matter entitled *Buck Walsh et al. v. Tandem Diabetes Care, Inc.*, Case No A281153-48, filed on August 10, 2021 with Judicate West.

14. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Arbitrator for Class Counsel’s litigation and resolution of this Action, and all litigation costs and expenses incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs and expenses associated with mediation, documenting the Settlement, securing the Arbitrator’s approval of the Settlement, administering the Settlement, obtaining entry of an Award terminating this Action, and expenses for any experts. Class Counsel will collectively request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Maximum Settlement Amount, or up to Six Hundred Forty-Seven Thousand Five Hundred Dollars (\$647,500). Class Counsel will also request reimbursement of Class Counsel’s litigation costs and expenses, not to exceed Twenty Thousand Dollars (\$20,000). For any Attorneys’ Fees and Costs approved by the Arbitrator, the Claims Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Respondent has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses as set forth above. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

15. “Claimants” means all Class Members who submit timely and valid Claim Forms for participation in the Class Action Settlement.

16. “Claim Form” means the document, substantially in the form attached as Exhibit B, that Class Members must complete and postmark by the Response Deadline (as defined below) to receive a proportional share of the Net Settlement Amount in the form of an Individual Settlement Payment.

1           17.   “Claims Administrator” means any third-party class action settlement claims  
2 administrator agreed to by the Parties and approved by the Arbitrator for purposes of administering  
3 this settlement. The Parties each represent that they do not have any financial interest in the Claims  
4 Administrator or otherwise have a relationship with the Claims Administrator that could create a  
5 conflict of interest.

6           18.   “Claims Administration Costs” means the costs payable from the Maximum Settlement  
7 Amount to the Claims Administrator for administering this Settlement, including, but not limited to,  
8 printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per  
9 Class Member, tax reporting, distributing the appropriate settlement amounts, and providing necessary  
10 reports and declarations, and other duties and responsibilities set forth herein to process this  
11 Settlement, and as requested by the Parties. The Claims Administration Costs are currently estimated  
12 not to exceed Twenty Thousand Dollars (\$20,000). Any portion of the Claims Administration Costs  
13 that are not awarded to the Claims Administrator will flow through to the Net Settlement Amount.

14           19.   “Class Counsel” means Justice Law Corporation, which will seek to be appointed  
15 counsel for the Class.

16           20.   “Class Lists” mean a complete list of all Class Members within the Class that  
17 Respondent will diligently and in good faith compile from its records and provide only to the Claims  
18 Administrator within twenty business days of the Arbitrator’s Preliminary Approval of this Stipulation  
19 of Settlement: Respondent will diligently and in good faith request records from the relevant third-  
20 party staffing agencies to compile the Class List but cannot warrant the timeliness or accuracy of  
21 third-party data. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet  
22 and will include each Class Member’s full name; most recent mailing address and telephone number;  
23 Social Security number; dates of employment as hourly-paid or non-exempt employee/worker in  
24 California; and any other relevant information needed to calculate settlement payments.

25           21.   “Class Member(s)” or “Class” collectively refer to: any and all non-exempt  
26 employees/workers (whether hired directly or placed through staffing agencies) who worked for or for  
27 the benefit of Respondent in California from April 6, 2016 to July 16, 2021.

22. "Class Period" means the period from April 6, 2016 to July 16, 2021.

23. "Class Representatives" mean Buck Walsh and Jessica Elizalde, who will seek to be appointed as the representatives for the Class

24. "Class Representative Enhancement Payments" means the amounts to be paid to the Class Representatives in recognition of their effort and work in prosecuting the Action on behalf of Class Members. The Parties agree that the Class Representatives will be paid up to Five Thousand Five Hundred Dollars (\$5000) each subject to the arbitrator's approval, from the Maximum Settlement Amount for their services on behalf of the Class, including their assistance as Petitioners and Class Representatives, subject to the Arbitrator granting final approval of this Stipulation of Settlement. Any portion of the Class Representative Enhancement Payment not awarded to the Class Representatives will be a part of the Net Settlement Amount, for distribution in conformity with this Agreement.

25. "Court" means the Superior Court of the State of California for the County of San Diego or any other court taking jurisdiction of the Action.

26. "Respondent" means Tandem Diabetes Care, Inc.

27. "Respondent's Counsel" means counsel for Respondent who are:

Thomas S. Ingrassia (SBN 149673)

Shannon R. Finley (SBN 294329)

**PETTIT KOHN INGRASSIA LUTZ & DOLIN**

11622 El Camino Real, Suite 300

San Diego, CA 92130

Telephone: (213) 624-2500

Facsimile: (213) 623-4581

28. "Effective Date" means the date on which the settlement embodied in this Stipulation of Settlement shall become effective after all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all parties and by counsel for the Class and Respondent; (ii) the Arbitrator has given preliminary approval to the Settlement; (iii) the notice has been given to the Class Members, providing them with an opportunity to object to the terms of the Stipulation of Settlement or to opt out of the Stipulation of Settlement by filing a Request for

1 Exclusion (as defined below); and (iv) the Arbitrator has held a formal fairness hearing and entered a  
2 final order certifying the Class and an Award approving this Stipulation of Settlement.

3 29. "Individual Settlement Payment" means each Class Member's share of the Net  
4 Settlement Amount.

5 30. "Maximum Settlement Amount" means the maximum settlement amount of up One  
6 Million Eight Hundred Fifty Thousand Dollars (\$1,850,000) to be paid by Respondent in full  
7 satisfaction of all claims arising from the Action, which includes all Individual Settlement Payments  
8 to Claimants, the Class Representative Enhancement Payments, Claims Administration Costs to the  
9 Claims Administrator, and the Attorneys' Fees and Costs to Class Counsel. This Maximum  
10 Settlement Amount has been agreed to by Petitioners and Respondent based on the aggregation of the  
11 agreed-upon settlement value of individual claims. In no event will Respondent be liable for more  
12 than the Maximum Settlement Amount, except that employer-side payroll taxes shall be paid separate  
13 and apart from the Maximum Settlement Amount.

14 31. "Net Settlement Amount" means the portion of the Maximum Settlement Amount  
15 remaining after deduction of the approved Class Representative Enhancement Payments, Claims  
16 Administration Costs, and Attorneys' Fees and Costs. The Net Settlement Amount will be distributed  
17 to Claimants in accordance with Paragraphs 54 and 55. Petitioners and Respondent agree that the  
18 amount distributed to the Claimants will equal at least Sixty Percent (60%) of the Net Settlement  
19 Amount. If the total Individual Settlement Payments to the Claimants would equal less than Sixty  
20 Percent (60%) of the Net Settlement Amount, the Claims Administrator will proportionately increase  
21 the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement  
22 Payments equal Sixty Percent (60%) of the Net Settlement Amount. Except as otherwise provided in  
23 Paragraph 54, any unclaimed amounts above Sixty Percent (60%) of the Net Settlement Amount will  
24 be the exclusive property of Respondent.

25 32. "Notice of Objection" or "Objection" means a Class Member's valid and timely written  
26 objection to this Stipulation of Settlement. For the Notice of Objection to be valid, it must include: (a)  
27 the objector's full name, signature, address, and telephone number, (b) a written statement of all  
28



1 grounds for the objection accompanied by any legal support for such objection, (c) a clear reference to  
2 the title of this case and case number, and (d) copies of any papers, briefs, or other documents upon  
3 which the objection is based.

4 33. "Notice Packet" means the Notice of Class Action Settlement and Claim Form,  
5 substantially in the forms attached as Exhibit A, and Exhibit B respectively.

6 34. "Parties" means Petitioners and Respondent collectively.

7 35. "Petitioners" means Buck Walsh and Jessica Elizalde.

8 36. "Preliminary Approval" means the Arbitrator order granting preliminary approval of  
9 this Stipulation of Settlement.

10 37. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury  
11 Regulations § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.* that is established by the Claims Administrator  
12 for the benefit of Claimants, Petitioners and Class Counsel.

13 38. "Released Claims" means any and all wage-and-hour claims, rights, demands, liabilities  
14 and causes of action whether pled or could have been pled arising from or related to the claims litigated  
15 in the Action against Respondent, during the Class Period, based upon the following categories of  
16 allegations: (a) failure to pay minimum wages; (b) failure to properly calculate and pay overtime wages;  
17 (c) failure to provide meal periods or meal period premiums; (d) failure to provide rest periods or rest  
18 period premiums; (e) failure to properly calculate and/or pay sick leave benefits; (f) failure to provide  
19 accurate itemized wage statements; (g) failure to reimburse business expenses; (h) failure to pay all  
20 wages due upon termination of employment; (i) violation of California's unfair business practices  
21 laws; and (j) violation of California's unfair competition laws, as well as any potential penalties, interest  
22 or attorneys' fees associated with these causes of action under California law. Subject to Arbitrator  
23 approval, Petitioners hereby release the Released Parties from any and all claims, causes of action,  
24 damages, expenses, benefits, interest, penalties, attorneys' fees, costs, and any other form of relief or  
25 remedy in law, equity, or nature that were asserted or could have been asserted with respect to the claims  
26 asserted in the Action for the entire Class Period.

27 39. "Released Claims Period" means the period from April 6, 2016 to July 16, 2021.

1           40.    “Released Parties” means Respondent, and any of its former and present parents,  
2 subsidiaries, affiliates, alleged joint employers (including staffing agencies and other entities that have  
3 provided temporary, leased, or other workers to, or for the benefit of, Respondent) and their respective  
4 officers, directors, employees, partners, and agents, and any other successors, assigns, or legal  
5 representatives.

6           41.    “Request for Exclusion” means a timely letter submitted by a Class Member indicating  
7 a request to be excluded from the settlement. The Request for Exclusion must: (a) be signed by the  
8 Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social  
9 Security Number of the Class Member requesting exclusion; (c) clearly state the name of this case, the  
10 case number, and that the Class Member does not wish to be included in the settlement; (d) be  
11 returned by mail to the Claims Administrator at the specified address and/or facsimile number; and (e)  
12 be postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
13 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely  
14 submitted. A Class Member who does not request exclusion from the settlement (“Settlement Class  
15 Member”) will be bound by all terms of the settlement if the settlement is granted final approval by  
16 the arbitrator.

17          42.    “Response Deadline” means the deadline by which Class Members must postmark to  
18 the Claims Administrator valid Claim Forms, Requests for Exclusion, or file and serve objections to  
19 the settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing  
20 of the Notice Packet by the Claims Administrator, unless the 45th day falls on a Sunday or Federal  
21 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.  
22 Postal Service is open. The Response Deadline for Claim Forms or Requests for Exclusion will be  
23 extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the  
24 Claims Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the  
25 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The  
26 Response Deadline may also be extended by express agreement between Class Counsel and  
27 Respondent. Under no circumstances, however, will the Claims Administrator have the authority to  
28

1 extend the deadline for Class Members to submit a Claim Form, Request for Exclusion, or objection to  
2 the settlement.

3 43. "Workweeks" means the number of weeks of employment that a Class Member worked  
4 for or for the benefit of Respondent (whether directly or through another entity, such as QualStaff  
5 Resources, with whom Respondent shared a Joint Employer relationship) as an hourly, non-exempt  
6 employee/worker in California at any time during the Class Period (as defined above). The Claims  
7 Administrator will calculate the number of Workweeks by calculating the number of days each Class  
8 Member was employed by or assigned to work for the benefit of Respondent during the Class Period,  
9 dividing by seven (7), and rounding up or down to the nearest whole number, as appropriate (for  
10 example, 7.50 would round to 8; 7.49 would round to 7). Each Claimant shall be entitled to payment  
11 for at least one workweek.

12 44. "Workweek Value" means the value of each compensable Workweek, as determined by  
13 the formula set forth herein.

#### 14 CLASS CERTIFICATION

15 45. Solely for purposes of settling the Action, and not for purposes of class certification  
16 should the matter not be settled or for any other reason, the Parties stipulate and agree that the  
17 requisites for establishing class certification with respect to the Class have been met and are met.  
18 More specifically, the Parties stipulate and agree that:

19 a. The Class is ascertainable and so numerous as to make it impracticable to join all  
20 Class Members;

21 b. There are common questions of law and fact including, but not limited to, the  
22 following:

- 23 i. Whether Respondent properly compensated Class Members;
- 24 ii. Whether Respondent failed to provide meal and rest breaks;
- 25 iii. Whether Respondent failed to pay penalties for missed meal and/or rest  
26 breaks;

iv. Whether Respondent failed to provide Class Members compliant wage statements;

v. Whether Respondent failed to timely pay Class Members their final wages;

vi. Whether Respondent engaged in unfair business practices affecting the Class; and

vii. Whether the Class Representatives and the Class they purport to represent are entitled to injunctive and/or declaratory relief.

c. The Class Representatives' claims are typical of the claims of the members of the

Class. d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Class.

e. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

46. Should this Settlement not be approved or be terminated, these stipulations shall be null and void and shall not be admissible for any purpose whatsoever, and Respondent shall retain the right to oppose class certification and/or seek a dismissal of all class claims through enforcement of relevant arbitration agreement(s).

47. With respect to the Class, the Class Representatives believe that questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

## TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Arbitrator's approval, as follows:

48. Funding of the Maximum Settlement Amount. Within fourteen (14) days after the

Final Approval of the Settlement, the Claims Administrator will provide the Parties with an accounting of the amounts to be paid by Respondent pursuant to the terms of the Settlement. Respondent will deposit all Arbitrator-approved and claim amounts from the Maximum Settlement Amount into a Qualified Settlement Fund account to be established by the Claims Administrator within fifteen (15) business days of the Effective Date. However, if the Effective Date is on or between December 17, 2021 and March 20, 2022, the deadline to deposit the settlement funds ("Settlement Payment Date") shall be April 4, 2022.

49. Attorneys' Fees and Costs. Respondent agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than Thirty-Five Percent (35%) of the Maximum Settlement Amount or up to Six Hundred Forty-Seven Thousand Five Hundred Dollars (\$647,500), plus the reimbursement of costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from the Maximum Settlement Amount. Any Attorneys' Fees and Costs awarded by the Arbitrator shall not constitute payment to any Class Member(s). To the extent that the Arbitrator approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. Except for the Attorneys' Fees and Costs set forth in this Agreement, the Parties agree to bear their own attorneys' fees and costs related to this Action. In consideration of their awarded Attorneys' Fees and Costs, Class Counsel waives all claims to any further attorneys' fees and expenses in connection with the Settlement.

50. Class Representative Enhancement Payment. In recognition of Petitioners' effort and work in prosecuting the Action on behalf of Class Members, and in exchange for a full release of all known and unknown claims, Respondent agrees not to oppose or impede any application or motion for Class Representative Enhancement Payment of up to Five Thousand Five Hundred Dollars (\$5000) to each Petitioner. The Class Representative Enhancement Payments will be paid from the Maximum Settlement Amount and shall not constitute payment to any Settlement Class Member(s) (other than

Petitioners). To the extent that the Arbitrator approves less than the amount of Class Representative Enhancement Payments that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. Because it is the intent of the Parties that the Class Representative Enhancement Payments represent payments to Petitioners for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Class Representative Enhancement Payment. Respondent will issue an IRS Form 1099 for the Class Representative Enhancement Payment to Petitioners, and they shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

51. General Release by Class Representatives. As a condition of the class action settlement, Petitioners, as the Class Representatives, shall separately release the following: any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code § 1542, by the Class Representatives, arising at any time up to and including the date on which the Arbitrator enters the Order of Final Approval, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Class Representatives' Released Claims include, but are not limited to, the Released Claims as well as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code, the Unruh Civil Rights Act, California Civil Code, the California Constitution, the California Business and Professions Code, including but not limited to §§ 17200 *et*

1 *seq.*, the United States Constitution, the Age Discrimination in Employment Act (“ADEA”) and the  
2 Older Workers Benefit Protection Act, the Uniformed Services Employment and Reemployment Rights  
3 Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, the Family and Medical Leave  
4 Act, to the extent not prohibited by law, the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*,  
5 and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, and all of their  
6 implementing regulations and interpretive guidelines. As a condition to this settlement, the named  
7 Petitioners will provide or have provided a full and general release of all known and unknown claims,  
8 including but not limited to, all claims alleged or that could have been alleged in the Action.

9 52. Claims Administration Costs. The Claims Administrator will be paid for the reasonable  
10 costs of administration of the Settlement and distribution of payments from the Maximum Settlement  
11 Amount, which is currently estimated not to exceed Twenty Thousand Dollars (\$20,000). These costs,  
12 which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required tax  
13 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing  
14 the Notice Packet, sending reminder notices, calculating shares and payment, distributing the  
15 Maximum Settlement Amount in accordance with the Settlement and the Arbitrator’s order, and  
16 providing necessary reports and declarations. Any portion of the Claims Administration Costs that are  
17 not awarded to the Claims Administrator will be reallocated to the Net Settlement Amount.

18 53. Acknowledgement of Potential Administration Cost Increases. The Parties  
19 acknowledge that Claims Administration Costs may increase above the current estimate of Twenty  
20 Thousand Dollars (\$20,000) and that any such additional Claims Administration Costs will be taken  
21 out of the Maximum Settlement Amount. Any portion of the estimated or designated Claims  
22 Administration Costs which are not in fact required to fulfill the total Claims Administration Costs  
23 will flow though to the Net Settlement Amount.

24 54. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual  
25 Settlement Payments to Claimants in accordance with the terms of this Agreement. If the total  
26 claimed Individual Settlement Payments would equal less than Sixty Percent (60%) of the Net  
27 Settlement Amount, the Claims Administrator will proportionately increase the Individual Settlement  
28

1 Payment for each Claimant so that the amount actually distributed to Claimants will equal at least  
2 Sixty Percent (60%) of the Net Settlement Amount.

3 55. Individual Settlement Payment Calculations. Individual Settlement Payments will be  
4 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a  
5 Class Member worked during the Class Period. Specific calculations of Individual Settlement  
6 Payments will be made as follows:

7 55(a) The Claims Administrator will calculate the total number of Workweeks worked  
8 by each individual Class Member ("Individual Workweeks") to determine the  
9 total number of Workweeks worked by all Class Members ("Class Workweeks")  
10 during the Class Period. Respondent shall provide the Claims Administrator  
11 such information as is necessary to calculate the Individual Workweeks and  
12 Class Workweeks.

13 55(b) To determine each Class Member's estimated Individual Settlement Payment,  
14 the Claims Administrator will use the following formula: Estimated Individual  
15 Settlement Payment = (Net Settlement Amount ÷ Class Workweeks) x  
16 Individual Workweeks for each individual Class Member.

17 55(c) If the total Individual Settlement Payments actually claimed by Claimants  
18 equals less than Sixty Percent (60%) of the Net Settlement Amount, the  
19 Individual Settlement Payments will proportionately increase for each Claimant  
20 submitting a Claim Form such that the total Individual Settlement Payments  
21 equal not less than Sixty Percent (60%) of the Net Settlement Amount.

22 55(d) The Individual Settlement Payments will be reduced by any required deductions  
23 for each Claimant as set forth herein.

24 56. Individual Settlement Payments Do Not Trigger Additional Benefits. All Individual  
25 Settlement Payments to Class Members shall be deemed to be paid to such Class Members solely in  
26 the year in which such payments are received by the Class Members. It is expressly understood and  
27 agreed that the receipt of such Individual Settlement Payments will not entitle any Class Member to  
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1 additional compensation or benefits under any company bonus, contest or other compensation or  
2 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any  
3 Class Member to any increased retirement, 401K benefits or matching benefits, or deferred  
4 compensation benefits. It is the intent of this Settlement that the Individual Settlement Payments  
5 provided for in this Settlement are the sole payments to be made by Respondent to the Class Members,  
6 and that the Class Members are not entitled to any new or additional compensation or benefits as a  
7 result of having received the Individual Settlement Payments (notwithstanding any contrary language  
8 or agreement in any benefit or compensation plan document that might have been in effect during the  
9 period covered by this Settlement).

10 57. Claims Administration Process. The Parties agree to cooperate in the administration of  
11 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses  
12 incurred in administration of the Settlement.

13 58. Delivery of the Class List. Within twenty (20) business days of Preliminary Approval,  
14 Respondent will provide the Class List(s) to the Claims Administrator.

15 59. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days of receipt of the  
16 Class List(s), the Claims Administrator will perform a search based on the National Change of  
17 Address Database ("NCOA"), or any other similar services available, and mail a Notice Packet to all  
18 Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses  
19 available.

20 60. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims  
21 Administrator will perform a NCOA check, such as provided by Experian or any other similar services  
22 available, for information to update and correct for any known or identifiable address changes. Any  
23 Notice Packets returned to the Claims Administrator as non-deliverable on or before the Response  
24 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed  
25 thereto and the Claims Administrator will indicate the date of such re-mailing on the Notice Packet. If  
26 no forwarding address is provided, the Claims Administrator will promptly attempt to determine the  
27 correct address using a skip-trace and will then perform a single re-mailing within five (5) days after  
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1 return of the Notice Packet. Those Class Members who receive a re-mailed Notice Packet, whether by  
2 skip-trace or by request, will have between the later of (a) an additional fifteen (15) days or (b) the  
3 Response Deadline to postmark a Claim Form, Request for Exclusion, or file and serve an objection to  
4 the Settlement.

5 61. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice  
6 Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the  
7 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each  
8 respective Class Member worked for or for the benefit of Respondent during the Class Period; (e) each  
9 Class Member's estimated Individual Settlement Payment and the formula for calculating Individual  
10 Settlement Payments; (f) the dates which comprise the Class Period; (g) instructions on how to submit  
11 valid Claim Forms, disputes regarding Workweeks, Requests for Exclusion, or objections; (h) the  
12 requirements relating to, and deadlines by which the Class Member must submit, Claim Forms,  
13 disputes regarding Workweeks, Requests for Exclusions, and objections to the Settlement; (i) the  
14 claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing.

15 62. Disputed Information on Notice Packets. Class Members may dispute the information  
16 provided in their Notice Packets, but must do so in writing, via first class mail, and it must be  
17 postmarked by the Response Deadline. To the extent Class Members dispute the number of  
18 Workweeks to which they have been credited or the amount of their Individual Settlement Payment,  
19 Class Members must produce evidence to the Claims Administrator showing that such information is  
20 inaccurate. Absent evidence rebutting Respondent's records, Respondent's records will be presumed  
21 determinative. However, if a Class Member produces evidence to the contrary, the Parties will  
22 evaluate the evidence submitted by the Class Member and will make the final decision as to the  
23 number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to  
24 which the Class Member may be entitled. If the Parties are unable to resolve the dispute, the Claims  
25 Administrator will be the final arbiter of the Workweeks for each Class Member during the Class  
26 Period, based on the information provided to it.

27 63. Claim Form Procedures. To receive Individual Settlement Payments, all Class  
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Members will be required to submit a timely Claim Form by the Response Deadline. All Claim Forms must be signed and returned to the Claims Administrator via first class mail or fax and postmarked or faxed by the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Claim Form has been timely submitted. However, it is not the intention of the Parties to exclude Class Members from obtaining payment in the Settlement for technical reasons that do not interfere with the orderly administration of the Settlement. Therefore, the Claims Administrator will compile a list of claims rejected for (1) failure to cure an unsigned Claim Form or (2) late submission of the Claim Form. As to the Class Members on that rejected claims list, any Class Member who requests, in a signed letter, to receive payment in the Settlement will be treated like a Claimant so long as that written request is received by the Effective Date.

64. Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Claim Form or Request for Exclusion valid. The Class Member will have ten (10) calendar days from the date of the cure letter to postmark a revised Claim Form or Request for Exclusion. If a Class Member responds to a Cure Letter by filing a defective claim, then the Claims Administrator will have no further obligation to give notice of a need to cure. If the revised Claim Form is not postmarked or received within that period, it will be deemed untimely.

65. Request for Exclusion Procedures. Any Class Member wishing to opt-out from this Stipulation of Settlement must sign and postmark a written Request for Exclusion to the Claims Administrator within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Claims Administrator, who will certify jointly to Class Counsel and Respondent's Counsel the Requests for Exclusion that were timely submitted.

66. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member

1 who does not affirmatively opt-out of this Stipulation of Settlement by submitting a timely and valid  
2 Request for Exclusion ("Settlement Class Member") will be bound by all its terms, including those  
3 pertaining to the Released Claims, as well as any Award that may be entered by the Arbitrator if it  
4 grants final approval to the Settlement.

5 67. Objection Procedures. To object to this Stipulation of Settlement, a Class Member  
6 must file a valid Notice of Objection with the Arbitrator and serve copies of the Notice of Objection  
7 on the Parties before the Response Deadline. The Notice of Objection must be signed by the Class  
8 Member and contain all information required by this Stipulation of Settlement. The postmark date of  
9 the filing and service will be deemed the exclusive means for determining that the Notice of Objection  
10 is timely. Class Members who fail to object in the specific and technical manner specified above will  
11 be deemed to have waived all objections to the Settlement and will be foreclosed from making any  
12 objections and seeking any adjudication or review, whether by appeal or otherwise, to this Stipulation  
13 of Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise  
14 encourage Class Members to submit written objections to this Stipulation of Settlement. However,  
15 Class Counsel, Defense Counsel, and Respondent may respond to inquiries from Class Members with  
16 truthful information. Class Counsel will not represent any Class Members with respect to any such  
17 objections to this Settlement.

18 68. Reminders. Not earlier than twenty (20) days or later than thirty (30) days after the  
19 initial mailing, the Claims Administrator will send a Reminder Postcard to all Class Members who  
20 have not returned a Claim Form or a Request for Exclusion. All Reminder Postcards will include the  
21 Response Deadline, and the contact information for Class Counsel and the Claims Administrator.

22 69. Certification Reports Regarding Individual Settlement Payment Calculations. The  
23 Claims Administrator will provide Respondent's counsel and Class Counsel a weekly report which  
24 certifies: (a) the number of Class Members who have submitted valid Claim Forms; (b) the number of  
25 Claimants; (c) the number of Class Members who have submitted valid Requests for Exclusion; (d)  
26 the then current amount and percentage of the Net Settlement Amount claimed by Claimants; and (e)  
27 whether any Class Member has submitted a challenge to any information contained in their Claim  
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Form or Notice Packet. Additionally, the Claims Administrator will provide to counsel for both Parties any updated reports regarding the administration of this Stipulation of Settlement as needed or requested.

70. Payment Schedule for All Arbitrator-Approved and Individual Settlement Payment Amounts. Within fourteen (14) days of the Arbitrator granting final approval, the Claims Administrator will calculate all payments due.

71. Unclaimed Funds from the Net Settlement Amount. After all Individual Settlement Payments have been made, any remaining or unclaimed funds from the Net Settlement Amount above Sixty Percent (60%) shall remain the property of the Respondent.

72. Payroll Taxes. Any and all applicable employer-side payroll taxes relating to the portion of the Individual Settlement Payments paid as wages shall be paid separate and apart from the Maximum Settlement Amount.

73. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Claimants will be negotiable for at least One Hundred Eighty (180) calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than One Hundred Eighty (180) calendar days after issuance will be sent to a California State Controller's Office.

74. Certification of Completion. Upon completion of administration of the Settlement, the Claims Administrator will provide a written declaration under oath to certify such completion to the Arbitrator and counsel for all Parties. The declaration will include any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid exclusions and objections that the Claims Administrator received.

75. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or rescinded, for any reason other than set forth in Paragraph 85, any costs incurred by the Claims Administrator will be paid equally by the Parties (half by Respondent and half by Class Counsel), unless otherwise specified in this Agreement.

76. Treatment of Individual Settlement Payments. For purposes of this Stipulation of

Settlement, all Individual Settlement Payments will be allocated as follows: Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages and Eighty Percent (80%) will be allocated as interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The amounts paid as interest and penalties shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

77. Administration of Taxes by the Claims Administrator. The Claims Administrator will be responsible for issuing to Petitioners, Claimants, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Claims Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

78. Tax Liability. Respondent makes no representation as to the tax treatment or legal effect of the payments called for hereunder and Petitioners and Claimants are not relying on any statement, representation, or calculation by Respondent or by the Claims Administrator in this regard. Petitioners and Claimants understand and agree that except for Respondent's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Respondent free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

79. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, ANY "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE

1 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY  
2 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,  
4 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN  
5 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT  
6 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR  
7 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
8 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER  
9 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY  
11 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY  
12 SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER  
13 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
16 AGREEMENT.

17 80. No Assignments. The Parties and their counsel represent, covenant, and warrant that  
18 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
19 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action  
20 or right herein released and discharged. Further, none of the rights, commitments, or obligations  
21 recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or  
22 Defense Counsel without the express written consent of each other Party and their respective counsel.  
23 The representations, warranties, covenants, and agreements contained in this Agreement are for the  
24 sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to  
25 avail any remedy to any other person.

26 81. Release of Claims by Class Members. Upon the Effective Date, Petitioners and all  
27 Class Members who have not submitted valid and timely Requests for Exclusion, will be deemed to  
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1 have fully, finally, and forever released, settled, compromised, relinquished, and discharged with  
2 respect to all of the Released Parties any and all Released Claims for any period during the Released  
3 Claims Period.

4 82. Waiver of California Civil Code § 1542. Furthermore, pursuant to the terms of the  
5 Settlement, and solely with respect to the Released Claims, Petitioners expressly waive and relinquish  
6 any rights or benefits available to them under the provisions of § 1542 of the California Civil Code,  
7 which provides as follows:

8 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
9 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
10 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,  
11 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
12 OR RELEASED PARTY."

13 83. Duties of the Parties Prior to Arbitrator Approval. The Parties shall promptly submit  
14 this Stipulation of Settlement to the Arbitrator in support of Petitioners' Motion for Preliminary  
15 Approval and determination by the Arbitrator as to its fairness, adequacy, and reasonableness.  
16 Promptly upon execution of this Stipulation of Settlement, the Parties shall apply to the Arbitrator for  
17 the entry of an order scheduling a Preliminary Approval hearing on the question of whether the  
18 proposed settlement, including payment of Attorneys' Fees and Costs, Petitioners' Class  
19 Representative Enhancement Payment and Class Representative Settlement Payments, should be  
20 finally approved as a fair, reasonable and adequate settlement. The Parties will endeavor and request  
21 that the Preliminary Approval hearing will be held as soon as possible after approval of the settlement  
22 in the PAGA Action is granted. As part of Petitioners' Motion for Preliminary Approval, Petitioners  
23 shall also apply to the Arbitrator for the entry of an order as follows:

- 24 a. Certifying the Class for the purpose of settlement;
- 25 b. Approving, as to form and content, the proposed Notice of Class Action
- 26 Settlement;
- 27 c. Approving as to form and content the proposed Claim Form;



- d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice of Class Action Settlement;
- e. Directing the mailing of the Notice of Class Action Settlement, Claim Form, and Reminder Postcards to the Class Members, in accordance with the Settlement Agreement;
- f. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Arbitrator; and
- g. Enjoining Petitioners and any Class Member from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding the Released Claims unless and until such Class Members have filed valid Requests for Exclusion with the Claims Administrator.

84. Duties of the Parties Following Final Arbitrator Approval. Following final approval by the Arbitrator of the Settlement provided for in this Stipulation of Settlement, Class Counsel will submit a proposed final order of approval and Award as follows:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of Attorneys' Fees and Costs;
- c. Approving the Class Representative Enhancement Payment to each Petitioner;
- d. Setting a date when the Parties shall report to the Arbitrator the total amount that was actually paid to the Class Members; and
- e. Entering an Award in this Action consistent with this Agreement.

85. Respondent's Option to Terminate the Settlement. If five percent (5%) or more of the Class Members opt out of the Settlement by filing Requests for Exclusion, Respondent may, at its election, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void.

Respondent must exercise this right of rescission, in writing, to Class Counsel within ten (10) calendar days after the Claims Administrator notifies the Parties of the total number of opt-outs received by the Response Deadline. If the option to rescind is exercised, Respondent shall be solely responsible for all costs of the Claims Administrator accrued to that point.

86. Nullification of Stipulation of Settlement. If: (a) the Arbitrator does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Stipulation of Settlement, and any documents generated to bring it into effect, will be null and void. Any order or Award entered by the Arbitrator in furtherance of this Stipulation of Settlement will likewise be treated as void from the beginning.

87. Preliminary Approval Hearing. Petitioners will obtain a hearing before the Arbitrator to request the Preliminary Approval of this Stipulation of Settlement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Stipulation of Settlement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Petitioners will submit this Stipulation of Settlement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet; i.e., the proposed Notice of Class Action Settlement documents, and the proposed Claim Form, attached as Exhibit A and Exhibit B respectively. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Respondent agrees not to oppose the Motion for Preliminary Approval.

88. Final Settlement Approval Hearing and Entry of Award. Upon expiration of the deadlines to postmark Claim Forms, Requests for Exclusion, or objections to this Stipulation of Settlement, and with the Arbitrator's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of this Stipulation of Settlement along with the amounts properly payable for (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Enhancement Payment; and (d) all Claims Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will

also be responsible for drafting the Attorneys' Fees and Costs application to be heard at the final approval hearing and shall submit to the Arbitrator a Proposed Final Approval Order. Respondent agrees not to oppose the Motion for Final Approval and Attorneys' Fee and Costs.

89. Either Party's Option to Terminate the Settlement. Subject to the obligation(s) of mutual full cooperation, either Party may terminate this Settlement if the Arbitrator declines to enter the Preliminary Approval Order, the Final Approval Order or final Award in substantially the form submitted by the Parties, or this Stipulation of Settlement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) business days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

- a. The Stipulation of Settlement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms;
- b. In the event the Settlement is terminated, Respondent shall have no obligation to make any payments to any Party, Class Member or attorney, except that the Terminating Party shall pay the Claims Administrator for services rendered up to the date the Claims Administrator is notified that the Settlement has been terminated;
- c. The Preliminary Approval Order, Final Approval Order and Award, including any order of class certification, shall be vacated;
- d. The Stipulation of Settlement and all negotiations, privileged statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to this Stipulation of Settlement; and
- e. Neither this Stipulation of Settlement, nor any ancillary documents, actions, statements, or filings in furtherance of this Stipulation of Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

1           90.   Exhibits Incorporated by Reference. The terms of this Agreement include the terms set  
2 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
3 herein. Any Exhibits to this Agreement are an integral part of this Stipulation of Settlement.

4           91.   Confidentiality. The Parties and their counsel agree that they will not issue any press  
5 releases, initiate any contact with the press, respond to any press inquiry, or have any communication  
6 with the press about the fact, amount, or terms of the Settlement prior to the Settlement being  
7 preliminarily approved by the Arbitrator. In addition, the Parties and their counsel agree that they will  
8 not engage in any advertising or distribute any marketing materials relating to the Settlement of this  
9 case prior to the Settlement being preliminarily approved by the Arbitrator, including but not limited  
10 to any postings on any websites maintained by Class Counsel. Any communication about the  
11 Settlement to Class Members prior to the Settlement being preliminarily approved by the Arbitrator  
12 will be limited to a statement that a settlement has been reached and the details will be communicated  
13 in a forthcoming Arbitrator-approved notice. The Parties and their counsel also agree that they will not  
14 directly or indirectly encourage or discourage participation in the settlement by any Class Member,  
15 except for those Class Members who have consulted with and/or retained Petitioners' counsel prior to  
16 June 30, 2021. The Parties also agree that this provision does not prevent any disclosure as required  
17 by applicable law or as required for a public company to comply with SEC regulations or Nasdaq  
18 listing requirements. Nothing set forth herein, however, shall prohibit (a) Respondent from providing  
19 truthful disclosure about the Settlement, including its amount, in its periodic filings on Form 10-Q or  
20 Form 10-K with the United States Securities and Exchange Commission, or (b) the Parties from  
21 providing this Agreement to the Arbitrator in connection with the Parties' efforts to seek the  
22 Arbitrator's approval of this Settlement. Neither Petitioners nor Class Counsel shall hold a press  
23 conference or otherwise seek to affirmatively contact the media about the Settlement. If contacted by  
24 the media regarding the Settlement, Class Counsel will direct any media inquiries to the public records  
25 of the Action on file with the Arbitrator. Additionally, neither Petitioners nor Class Counsel will  
26 disparage the Settlement.

1           92.    Entire Agreement. This Stipulation of Settlement and any attached Exhibits constitute  
2 the entirety of the Parties' class action settlement terms. No other prior or contemporaneous written  
3 or oral agreements may be deemed binding on the Parties regarding the class action claims. The  
4 Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure §  
5 1856(a), which provide that a written agreement is to be construed according to its terms and may not  
6 be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or  
7 written representations or terms will modify, vary, or contradict the terms of this Agreement.

8           93.    Amendment or Modification. This Stipulation of Settlement may be amended or  
9 modified only by a written instrument signed by the named Parties and counsel for all Parties or their  
10 successors-in-interest.

11           94.    Authorization to Enter Into Stipulation of Settlement. Counsel for all Parties warrant  
12 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
13 Stipulation of Settlement and to take all appropriate action required or permitted to be taken by such  
14 Parties pursuant to this Stipulation of Settlement to effectuate its terms and to execute any other  
15 documents required to effectuate the terms of this Stipulation of Settlement. The Parties and their  
16 counsel will cooperate with each other and use their best efforts to effect the implementation of the  
17 Settlement. If the Parties are unable to reach agreement on the form or content of any document  
18 needed to implement the Settlement, or on any supplemental provisions that may become necessary to  
19 effectuate the terms of this Settlement, the Parties may seek the assistance of the Arbitrator to resolve  
20 such disagreement.

21           95.    Signatories. It is agreed that because the members of the Class are so numerous, it is  
22 impossible or impractical to have each member of the Class execute this Stipulation of Settlement.  
23 The Notice of Class Action Settlement, attached hereto as Exhibit A, will advise all Class Members  
24 of the binding nature of the release, and the release shall have the same force and effect as if this  
25 Stipulation of Settlement were executed by each Settlement Class Member.

26           96.    Binding on Successors and Assigns. This Stipulation of Settlement will be binding  
27 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1            97.    California Law Governs. All terms of this Stipulation of Settlement and Exhibits  
2 hereto will be governed by, construed, and interpreted according to the laws of the State of California,  
3 irrespective of the State of California's choice of law principles.

4            98.    Execution and Counterparts. This Stipulation of Settlement is subject only to the  
5 execution of all Parties. However, the Agreement may be executed in one or more counterparts. All  
6 executed counterparts and each of them, including facsimile and scanned copies of the signature page,  
7 will be deemed to be one and the same instrument.

8            99.    Acknowledgement that the Settlement is Fair, Reasonable, and Adequate. The Parties  
9 believe this Stipulation of Settlement is a fair, adequate, and reasonable settlement of the Action and  
10 have arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
11 litigation, considering all relevant factors, present and potential. The Parties further acknowledge that  
12 they are each represented by competent counsel and that they have had an opportunity to consult with  
13 their counsel regarding the fairness and reasonableness of this Agreement. In addition, the Mediator  
14 may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the  
15 Arbitrator may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the  
16 Settlement is objectively fair and reasonable.

17           100.   Invalidity of Any Provision. Before declaring any provision of this Stipulation of  
18 Settlement invalid, the Arbitrator will first attempt to construe the provision as valid to the fullest  
19 extent possible consistent with applicable precedents so as to define all provisions of this Stipulation  
20 of Settlement valid and enforceable.

21           101.   Petitioners' Waiver of Right to Be Excluded and Object. Petitioners agree to sign this  
22 Stipulation of Settlement and, by signing this Stipulation of Settlement, are hereby bound by the terms  
23 herein. For good and valuable consideration, Petitioners further agree that they will not request to be  
24 excluded from this Stipulation of Settlement. Any such Request for Exclusion by Petitioners will be  
25 void and of no force or effect.

26           102.   Non-Admission of Liability. The Parties enter into this Agreement to resolve the  
27 dispute and to avoid the burden, expense, and risk of continued litigation. Respondent does not admit,  
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1 and specifically denies, it has violated any federal, state, or local law; violated any regulations or  
2 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal  
3 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation  
4 or deception; or engaged in any other unlawful conduct with respect to its employees or the Class  
5 Members. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations  
6 connected with it, shall be construed as an admission or concession by Respondent of any such  
7 violations or failures to comply with any applicable law. Except as necessary in a proceeding to  
8 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered  
9 or received as evidence in any action or proceeding to establish any liability or admission on the part  
10 of Respondent or to establish the existence of any condition constituting a violation of, or a non-  
11 compliance with, federal, state, local or other applicable law.

12 103. Captions. The captions and section numbers in this Agreement are inserted for the  
13 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
14 provisions of this Agreement.

15 104. Waiver. No waiver of any condition or covenant contained in this Agreement or failure  
16 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a  
17 further waiver by such party of the same or any other condition, covenant, right or remedy.

18 105. Meet and Confer Regarding Disputes. Should any dispute arise among the Parties or  
19 their respective counsel regarding the implementation or interpretation of this Agreement, a  
20 representative of Class Counsel and a representative of Defense Counsel shall meet and confer to  
21 resolve such disputes prior to submitting such disputes to the Arbitrator.

22 106. Enforcement Actions. To the extent consistent with class action procedure, this  
23 Agreement shall be enforceable by the Arbitrator pursuant to CCP section 664.6 and California Rule  
24 of Court 3.769(h). The Disposition entered by the Arbitrator will not adjudicate the merits of the  
25 Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to  
26 adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the  
27 Arbitrator shall retain continuing jurisdiction over this Action and over all Parties and Class Members  
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1 to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

2 107. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
3 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against  
4 one party than another merely by virtue of the fact that it may have been prepared by counsel for one  
5 of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,  
6 all Parties have contributed to the preparation of this Agreement.

7 108. Representation By Counsel. The Parties acknowledge that they have been represented  
8 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this  
9 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,  
10 Petitioners and Class Counsel warrant and represent that there are no liens on this Stipulation of  
11 Settlement.

12 109. All Terms Subject to Final Arbitrator Approval. All amounts and procedures described  
13 in this Stipulation of Settlement herein will be subject to final Arbitrator approval.

14 110. Notices. Unless otherwise specifically provided herein, all notices, demands or other  
15 communications given hereunder shall be in writing and shall be deemed to have been duly given as  
16 of the third business day after mailing by United States registered or certified mail, return receipt  
17 requested, addressed as follows:

18 To Petitioners and the Class:

19  
20 Douglas Han, Esq.  
21 Shunt Tatavos-Garajeh, Esq.  
22 JUSTICE LAW CORPORATION  
751 N. Fair Oaks Avenue, Suite 101  
Pasadena, California 91103

23 To Respondent TANDEM DIABETES CARE, INC.:

24 Thomas S. Ingrassia, Esq.  
25 Shannon R. Finley, Esq.  
26 PETTIT KOHN INGRASSIA LUTZ & DOLIN  
11622 El Camino Real, Suite 300  
27 San Diego, California 92130  
28



111. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Stipulation of Settlement.

112. Integration Clause. This Stipulation of Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.


113. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Petitioners and Respondent as of the date(s) set forth below:

**NAMED PETITIONERS AND CLASS COUNSEL**

**READ CAREFULLY BEFORE SIGNING**

DATED: 09/20/2021

  
\_\_\_\_\_  
BUCK WALSH  
Named Petitioner

DATED: \_\_\_\_\_

\_\_\_\_\_  
JESSICA ELIZALDE  
Named Petitioner

111. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Stipulation of Settlement.

112. Integration Clause. This Stipulation of Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Petitioners and Respondent as of the date(s) set forth below:

**NAMED PETITIONERS AND CLASS COUNSEL**

**READ CAREFULLY BEFORE SIGNING**

DATED: \_\_\_\_\_

\_\_\_\_\_  
BUCK WALSH  
Named Petitioner

DATED: 09/17/2021

  
\_\_\_\_\_  
JESSICA ELIZALDE  
Named Petitioner

RESPONDENT TANDEM DIABETES CARE, INC.

DATED: \_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM**

**JUSTICE LAW CORPORATION**

DATED: 9/20/21

By: 

DOUGLAS HAN

SHUNT TATAVOS-GARAJEH

Attorney for Petitioners Buck Walsh and Jessica Elizalde  
and the Class

**PETTIT KOHN INGRASSIA LUTZ & DOLIN**

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Thomas S. Ingrassia

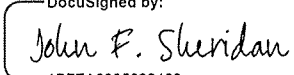
Shannon R. Finley

Attorneys for Respondent

TANDEM DIABETES CARE, INC.

RESPONDENT TANDEM DIABETES CARE, INC.

DATED: 23-Sep-2021

By:   
DocuSigned by:  
1D7EA0205032409...

APPROVED AS TO FORM

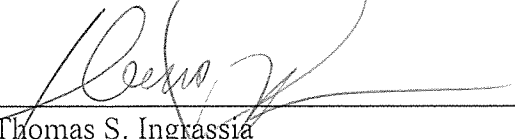
JUSTICE LAW CORPORATION

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
DOUGLAS HAN  
SHUNT TATAVOS-GARAJEH  
Attorney for Petitioners Buck Walsh and Jessica Elizalde  
and the Class

PETTIT KOHN INGRASSIA LUTZ & DOLIN

DATED: 9/24/21

By:   
Thomas S. Ingrassia  
Shannon R. Finley  
Attorneys for Respondent  
TANDEM DIABETES CARE, INC.

# **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

*Buck Walsh et al. v. Tandem Diabetes Care, Inc.*

JudicateWest Case No. A281153-48

*You are not being sued. This notice affects your rights. Please read it carefully.*

To: All current and former non-exempt employees/workers (whether hired directly or placed through staffing agencies) who worked for or for the benefit of Tandem Diabetes Care, Inc. in California from April 6, 2016 to July 16, 2021 ("Class Member(s)").

You are receiving this Notice of Class Action Settlement because you have been identified as a person who worked or currently works as a non-exempt employee/worker (whether hired directly or placed through a staffing agency) of Tandem Diabetes Care, Inc. ("Respondent") in California between April 6, 2016 and July 16, 2021.

On \_\_\_\_\_, 2021, the Honorable Joan M. Lewis (Ret.) serving as the Arbitration through Judicate West granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because Respondent's records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

**The amount of your estimated payment is listed on the enclosed Claim Form**

To participate in the settlement and to receive your payment, you must mail a Claim Form to the Claims Administrator not later than \_\_\_\_\_, 2021. If you fail to postmark or fax a Claim Form by \_\_\_\_\_, 2021, you will not receive a payment from the settlement, but you will be bound by its terms. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on \_\_\_\_\_, 2021 [INSERT LOCATION]. You are not required to attend the Hearing, but you are welcome to do so.

### Summary of the Litigation

Claimants Buck Walsh and Jessica Elizalde ("Claimants") are former employees/workers of Respondent. Claimants sued Respondent for violations of the California Labor Code and Business & Professions Code, including allegations that Respondent failed to provide appropriate meal and rest breaks, failed to properly provide and/or calculate sick leave benefits, failed to properly compensate employees for all hours worked, and failed to properly reimburse employees for business expenses incurred. Respondent denies each of Claimants' allegations and contends that it complied with all applicable laws governing wage and hour laws and requirements.

Claimants and Respondent entered into settlement discussions to attempt to resolve the claims in their case. On September 1, 2021, the parties were able to finalize a settlement of Claimants' claims.

Counsel for Claimants, and the attorneys appointed by the Arbitrator to represent the class, Justice Law Corporation ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Respondent has denied and continues to deny the factual and legal allegations in Claimants' case and believes that the claims have no merit. By agreeing to settle, Respondent is not admitting liability on any of the factual allegations or

claims in the case or that the case can or should proceed as a class action. Respondent has agreed to settle the case solely for economic efficiency.

### **Summary of Settlement Terms**

Claimants and Respondent have agreed to settle the underlying class claims in exchange for the Maximum Settlement Amount of up to \$1,850,000. This amount is inclusive of: (1) individual settlement payments to participating Class Members; (2) a Class Representative Enhancement Payment to Claimants of up to \$5,000 each; (3) Claims Administration Costs currently estimated at \$20,000; (4) \$647,500 in attorneys' fees and up to \$20,000 in litigation costs and expenses to Class Counsel.

After deducting the Class Representative Enhancement Payment, Claims Administration Costs, and attorneys' fees and costs/expenses, a total of approximately \$1,152,500 (the "Net Settlement Amount") will be available for Class Members to claim by submitting Claim Forms.

The Class Administrator will make settlement payments to each Class Member who submits a valid and timely Claim Form (a "Claimant"). All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of Workweeks each Class Member worked during the relevant Class Period.

If less than 60% of the Net Settlement Amount is claimed, then each participating Class Member's claim will be increased proportionally until 60% of the Total Net Settlement Amount is paid to all Claimants.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each Class Member's Individual Settlement Payment will be treated as wages and 80% will be treated as interest and penalties.

### **Your Options Under the Settlement**

***Important Note: Respondent will not retaliate against you in any way for either participating or not participating in this Settlement.***

#### ***Option 1 – Submit a Claim Form to Be Eligible for Payment***

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail it or fax it to the Claims Administrator postmarked no later than \_\_\_\_\_, 2021.

#### ***Option 2 – Opt Out of the Settlement***

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must set forth your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Claims Administrator  
c/o \_\_\_\_\_  
\_\_\_\_\_

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

The written request to be excluded must be postmarked no later than \_\_\_\_\_, 2021. If you submit a request for exclusion which is not postmarked by \_\_\_\_\_, 2021, your request for exclusion will be rejected, and you will be included in the settlement class.

### **Option 3 – *File an Objection with the Arbitrator***

If you wish to object to the settlement because you find it unfair or unreasonable, you may file with the Arbitrator an objection stating why you object to the settlement. For the objection to be valid, it must include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) a clear reference to the title of this case and case number; and (iv) copies of any papers, briefs, or other documents upon which the objection is based. Further, if any objector intends to appear at the Final Approval hearing, either in person or through counsel, he or she must include notice of that fact and state the purpose for his or her appearance in his or her objection. The objection must be filed with the Arbitrator and served on the attorneys listed below:

Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.  
**JUSTICE LAW CORPORATION**  
751 North Fair Oaks Avenue, Suite 101  
Pasadena, California 91103  
Tel: (818) 230-7502  
**Class Counsel**

Thomas S. Ingrassia, Esq.  
Shannon R. Finley, Esq.  
**PETTIT KOHN INGRASSIA LUTZ &  
DOLIN**  
11622 El Camino Real, Suite 300  
San Diego, CA 92130  
Telephone: (213) 624-2500  
**Counsel for Tandem Diabetes Care, Inc.**

All objections must be filed with the Arbitrator no later than \_\_\_\_\_, 2021. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for \_\_\_\_\_ at \_\_\_\_\_ .m. [INSERT LOCATION] and discuss your objection with the Arbitrator and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

### **Option 4 – *Do Nothing***

You may also do nothing in response to this notice. However, if you choose to do nothing, and if the Arbitrator grants final approval of the settlement, you will be deemed to have released the Released Claims even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following Option 2.

If you choose **Option 1**, and if the Arbitrator grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. If you choose **Option 4**, you will receive nothing. In addition, under both Options 1 and 4, you will be deemed to have released or waived the following claims ("Released Claims"):

The claims released by the Class Members are any and all wage-and-hour claims, rights, demands, liabilities, and causes of action whether pled or could have been pled arising from or related to the claims litigated in the Action against Respondent, during the Class Period, based upon the following

**Questions? Contact the Settlement Claims Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***



categories of allegations: (a) failure to pay minimum wages; (b) failure to properly calculate and pay overtime wages; (c) failure to provide proper meal periods or meal period premiums; (d) failure to provide proper rest periods or rest period premiums; (e) failure to properly calculate and/or pay sick leave benefits; (f) failure to provide accurate itemized wage statements; (g) failure to reimburse business expenses; (h) failure to pay all wages due upon termination of employment; (i) violation of California's unfair business practices laws; and (j) violation of California's unfair competition laws, as well as any potential penalties, interest or attorneys' fees associated with these causes of action under California law. Subject to Arbitrator approval, Claimants and Class Members hereby release Respondent and the staffing agencies that placed employees at/with Respondent in California during the Class Period, including Aerotek, Inc., Creative Circle, LLC, TEG Staffing, Inc. dba Eastridge Workforce Recruitment, Insight Global, LLC, Manpower Resources, Proven Solutions, LLC, The June Group, LLC dba QualStaff Resources, and Suna Solutions, Inc. (collectively, "the Released Parties") from any and all claims, causes of action, damages, expenses, benefits, interest, penalties, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or nature that were asserted or could have been asserted with respect to the claims asserted in the Action for the entire Class Period.

If you choose **Option 2**, you will no longer be a Class Member and will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to the money from the settlement, but only if you complete your Claim Form and postmark it by \_\_\_\_\_, 2021. Otherwise, if the Arbitrator overrules your objection, you will be deemed to have released the Released Claims.

#### **Additional Information**

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Tandem Diabetes Care, Inc class action settlement.

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreements, and other papers filed in the case. Copies of these documents may be obtained on the website [INSERT URL]

**PLEASE DO NOT CONTACT THE CLERK OF THE ARBITRATOR, THE ARBITRATOR, TANDEM DIABETES CARE, INC. OR TANDEM DIABETES CARE, INC.'S ATTORNEYS WITH INQUIRIES.**

# **EXHIBIT B**

**CLAIM FORM**  
**Return This Form To Receive Your Settlement Payment**

*Buck Walsh et al. v. Tandem Diabetes Care, Inc.*

Judicate West Case No. A281153-48

**MAIL OR FAX TO:**

c/o Claims Administrator

[Address]

Fax: (\*\*\*\*) \*\*\*\*-\*\*\*\*

**Your Claim Form must be completed and received by fax or postmarked on or before \_\_\_\_\_, or it will be rejected.**

**You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, please inform the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.**

||||| Claim #

First Name, Last Name

c/o

Address1 Address2

City, State, Zip, Country

Name/Address Changes (if any):

( )

Area Code

Home Telephone Number

( )

Area Code

Alternate Telephone Number

**Calculation of Settlement Payments:** Each participating Class Member's share of the settlement is based upon the number of workweeks he or she worked during the relevant Class Period.

According to Tandem Diabetes Care, Inc.'s ("Respondent") records, you worked for Respondent as a non-exempt employee/worker (whether hired directly or placed through one or more staffing agencies) in California from April 6, 2016, to July 16, 2021. Accordingly, you worked for a total of [NUMBER] workweeks during the Class Period, which is defined as the period from April 6, 2016 through July 16, 2021. Based on the preceding information, your estimated Individual Settlement Payment is [AMOUNT]. Your final actual share may vary depending on the number of claimants participating in this settlement.

If you disagree with the numbers stated above, explain why you believe Respondent's records are mistaken, and attach all supporting documentation:


If you dispute the numbers stated above, Respondent's records will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Respondent's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by Claimants and Respondent (collectively, "the

**CLAIM FORM**  
**Return This Form To Receive Your Settlement Payment**

Parties”). Such a determination by the Parties will be final and binding with no opportunity for further appeal.

Your signature below constitutes a full release, waiver, and discharge of the following claims (“Released Claims”):

The claims released by the Class Members are any and all wage-and-hour claims, rights, demands, liabilities, and causes of action whether pled or could have been pled arising from or related to the claims litigated in the Action against Respondent, during the Class Period, based upon the following categories of allegations: (a) failure to pay minimum wages; (b) failure to properly calculate and pay overtime wages; (c) failure to properly provide meal periods or meal period premiums; (d) failure to properly provide rest periods or rest period premiums; (e) failure to properly calculate and/or pay sick leave benefits; (f) failure to provide accurate itemized wage statements; (g) failure to reimburse business expenses; (h) failure to pay all wages due upon termination of employment; (i) violation of California’s unfair business practices laws; and (j) violation of California’s unfair competition laws, as well as any potential penalties, interest or attorneys’ fees associated with these causes of action under California law. Subject to Arbitrator approval, Class Members hereby release the Respondent and the staffing agencies that placed employees at/with Respondent in California during the Class Period, including Aerotek, Inc., Creative Circle, LLC, TEG Staffing, Inc. dba Eastridge Workforce Recruitment, Insight Global, LLC, Manpower Resources, Proven Solutions, LLC, The June Group, LLC dba QualStaff Resources, and Suna Solutions, Inc. (collectively, “the Released Parties”) from any and all claims, causes of action, damages, expenses, benefits, interest, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or nature that were asserted or could have been asserted with respect to the claims asserted in the Action for the entire Class Period.

The period covered by the Released Claims extends from April 6, 2016 to and including the July 16, 2021.

By signing below, you acknowledge that if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

I declare under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on

\_\_\_\_\_, 2021 in \_\_\_\_\_, \_\_\_\_\_  
 Date City State

-----  
 Sign your name here

-----  
 Print your name here