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**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

Honorable Joan M. Lewis

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Hearing Date: October 14, 2021

Hearing Time: 8:30 a.m.

Filed: September 9, 2020

FAC Filed: August 26, 2021

Arb. Filed: September 28, 2021

Trial Date: None Set

1 A preliminary approval hearing was held before this Arbitrator for the purpose of  
2 determining, among other things, whether the proposed Settlement was within the range of  
3 possible approval and whether notice to the Class of its terms and conditions, and the scheduling  
4 of a Final Approval /Settlement Fairness Hearing, will be worthwhile. Appearing at the hearing  
5 was Pettit Kohn Ingrassia Lutz & Dolin on behalf of Respondent Tandem Diabetes Care, Inc.  
6 (“Respondent”); and Justice Law Corporation, on behalf of Petitioners Buck Walsh and Jessica  
7 Elizalde (“Petitioners”) and the Class Members.

8 Having reviewed the papers and documents presented, heard the statements of counsel,  
9 having considered the matter, and making findings and rulings at the hearing,

10 **IT IS HEREBY ORDERED:**

11 1. The Arbitrator hereby GRANTS preliminary approval of the terms and conditions  
12 contained in the Joint Stipulation of Class Action Settlement and Release (“Settlement  
13 Agreement,” “Settlement,” or “Agreement”). The Arbitrator preliminarily finds that the terms of  
14 the Settlement Agreement appear to be within the range of possible approval, pursuant to the  
15 provisions of section 382 of the California Code of Civil Procedure.

16 2. It appears to the Arbitrator on a preliminary basis that: (1) the Settlement amount  
17 is fair and reasonable to the Class Members when balanced against the probable outcome of  
18 further litigation relating to class certification, liability and damages issues and potential appeals;  
19 (2) significant formal and informal discovery, investigation, research, and litigation have been  
20 conducted such that counsel for the Parties at this time are able to reasonably evaluate their  
21 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that  
22 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement  
23 has been reached as the result of intensive, serious and non-collusive negotiations between the  
24 Parties. Thus, the Arbitrator preliminarily finds the Settlement was entered into in good faith.

25 3. The Arbitrator hereby GRANTS conditional certification of the Class, in  
26 accordance with the Settlement, for the purposes of this settlement only. The Class is defined as  
27 “any and all non-exempt employees/workers (whether hired directly or placed through staffing  
28 agencies) who worked for or for the benefit of Respondent in California from April 6, 2016 to

1 July 16, 2021” (“Class,” “Class Members,” and “Class Period”).

2 4. The Arbitrator hereby authorizes the retention of Phoenix Settlement  
3 Administrators (“Phoenix”) as Claims Administrator for the purpose of this Settlement.

4 5. The Arbitrator hereby conditionally finds that Douglas Han and Shunt Tatavos-  
5 Gharajeh of the Justice Law Corporation may act as counsel for the Class, and that Petitioners  
6 may conditionally act as the Class Representatives.

7 6. The Arbitrator hereby APPROVES the Notice of Class Action Settlement,  
8 attached hereto as “**EXHIBIT A**,” to the Settlement Agreement. The Arbitrator finds that the  
9 Notice of Class Action Settlement along with the related notification materials constitute the best  
10 notice practicable under the circumstances and are in full compliance with the laws of the State  
11 of California, to the extent applicable, the United States Constitution, and the requirements of  
12 due process, as well as California Rule of Court 3.766. The Arbitrator further finds that the  
13 Notice of Class Action Settlement appears to inform the Class Members of all material elements  
14 of the proposed Settlement fully and accurately, of the Class Members’ right to be excluded from  
15 the Class, and of each Class Member’s right and opportunity to object to the Settlement. Thus,  
16 the Arbitrator finds that the notice requirements of California Rule of Court, rule 3.769, subds.  
17 (c) and (f) are satisfied, and that the Notice of Class Action Settlement that will be provided  
18 adequately advises Class Members of their rights under the Settlement.

19 7. Within twenty (20) business days of Preliminary Approval, Respondent will  
20 provide the Class List(s) to the Claims Administrator. The Class List will be will be formatted in  
21 a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (a) full  
22 name; (b) most recent mailing address and telephone number; (c) Social Security number; (d)  
23 dates of employment as hourly-paid or non-exempt employee/worker in California; and (e) any  
24 other relevant information needed to calculate settlement payments (“Class List”). Within fifteen  
25 (15) calendar days of receipt of the Class List(s), the Claims Administrator will perform a search  
26 based on the National Change of Address Database (“NCOA”), or any other similar services  
27 available, and mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using  
28 the most current, known mailing addresses available.

1           8.     The Arbitrator hereby APPROVES the proposed Claim Form for use in  
2 administering the Settlement, attached hereto as “EXHIBIT B” to the Settlement. Claim Forms  
3 must be mailed to Class Members along with the Notice of Class Action Settlement (collectively  
4 known as the “Notice Packet”). To receive Individual Settlement Payments, all Class Members  
5 will be required to submit a timely Claim Form within forty-five (45) calendar days from the  
6 initial mailing of Notice Packets (“Response Deadline”). All Claim Forms must be signed and  
7 returned to the Claims Administrator via first class mail or fax and postmarked or faxed by the  
8 Response Deadline. The date of the postmark on the return mailing envelope will be the  
9 exclusive means to determine whether a Claim Form has been timely submitted.

10           9.     The Arbitrator hereby APPROVES the proposed procedure for requesting  
11 exclusion from the Settlement. Any Class Member wishing to opt-out from the Settlement must  
12 sign and postmark a written Request for Exclusion to the Claims Administrator within the  
13 Response Deadline. The Request for Exclusion must: (a) be signed by the Class Member; (b)  
14 contain the name, address, telephone number, and the last four digits of the Social Security  
15 Number of the Class Member requesting exclusion; (c) clearly state the name of this case, the  
16 case number, and that the Class Member does not wish to be included in the settlement; (d) be  
17 returned by mail to the Claims Administrator at the specified address and/or facsimile number;  
18 and (e) be postmarked on or before the Response Deadline. The date of the postmark on the  
19 return mailing envelope will be the exclusive means to determine whether a Request for  
20 Exclusion has been timely submitted. A Class Member who does not request exclusion from the  
21 settlement (“Settlement Class Member”) will be bound by all terms of the settlement if the  
22 settlement is granted final approval by the Arbitrator.

23           10.    Counsel for the Parties are authorized to correct any typographical errors in the  
24 Notice Packet and make clarifications, to the extent the same are found or needed, so long as  
25 such corrections do not materially alter the substance of the documents.

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1           11.    The Arbitrator further ORDERS that a Final Approval/Settlement Fairness  
2 Hearing shall be conducted to determine final approval of the Settlement along with the amount  
3 properly payable for: (i) Attorneys' Fees and Costs; (ii) Class Representative Enhancement  
4 Payments; and (iii) Claims Administration Costs. The Final Approval/Settlement Fairness  
5 Hearing shall is set to be heard on December 29, 2021 at 9:00 a.m. at Judicate West 402 W.  
6 Broadway, Suite 2400 San Diego, California 92101 – Justice Law Corporation shall file the  
7 moving papers and appropriate declarations and supporting evidence by December 20, 2021.

8           12.    The Arbitrator further ORDERS that to object to the Settlement, a Class Member  
9 must file a valid Notice of Objection with the Arbitrator and serve copies of the Notice of  
10 Objection on the Parties before the Response Deadline. For the Notice of Objection to be valid, it  
11 must include: (a) the objector's full name, signature, address, and telephone number, (b) a  
12 written statement of all grounds for the objection accompanied by any legal support for such  
13 objection, (c) a clear reference to the title of this case and case number, and (d) copies of any  
14 papers, briefs, or other documents upon which the objection is based. The postmark date of the  
15 filing and service will be deemed the exclusive means for determining that the Notice of  
16 Objection is timely. Class Members who fail to object in the specific and technical manner  
17 specified above will be deemed to have waived all objections to the Settlement and will be  
18 foreclosed from making any objections and seeking any adjudication or review, whether by  
19 appeal or otherwise, to the Settlement. Even if no Notice of Objection is filed, a Class Members  
20 may also appear at the Final Approval/Settlement Fairness Hearing to submit their objections in  
21 person.

22           13.    The Arbitrator further ORDERS that pending further order of this Arbitrator, all  
23 proceedings in this Action, except those contemplated herein and in the Settlement, are stayed.

24           14.    The Arbitrator further ORDERS that to facilitate administration of this  
25 Settlement, all Class Members, including Petitioners, are hereby enjoined from filing or  
26 prosecuting any claims, cases, suits or administrative proceedings (including filing or pursuing  
27 claims with the California Division of Labor Standards Enforcement) regarding claims released  
28 by the Settlement, unless and until such Class Members have filed valid and timely written

1 Request for Exclusion with the Claims Administrator and the time for submitting claims to the  
2 Claims Administrator has elapsed.

3 15. Upon the Effective Date, Petitioners and all Class Members who have not  
4 submitted valid and timely Requests for Exclusion, will be deemed to have fully, finally, and  
5 forever released, settled, compromised, relinquished, and discharged with respect to all of the  
6 Released Parties any and all Released Claims for any period during the Released Claims Period.  
7 The Released Claims refers to any and all wage-and-hour claims, rights, demands, liabilities and  
8 causes of action whether pled or could have been pled arising from or related to the claims  
9 litigated in the Action against Respondent, during the Class Period, based upon the following  
10 categories of allegations: (a) failure to pay minimum wages; (b) failure to properly calculate and  
11 pay overtime wages; (c) failure to provide meal periods or meal period premiums; (d) failure to  
12 provide rest periods or rest period premiums; (e) failure to properly calculate and/or pay sick  
13 leave benefits; (f) failure to provide accurate itemized wage statements; (g) failure to reimburse  
14 business expenses; (h) failure to pay all wages due upon termination of employment; (i)  
15 violation of California’s unfair business practices laws; and (j) violation of California’s unfair  
16 competition laws, as well as any potential penalties, interest or attorneys’ fees associated with  
17 these causes of action under California law. Subject to Arbitrator approval, Petitioners release  
18 Respondent, and any of its former and present parents, subsidiaries, affiliates, alleged joint  
19 employers (including staffing agencies and other entities that have provided temporary, leased,  
20 or other workers to, or for the benefit of, Respondent) and their respective officers, directors,  
21 employees, partners, and agents, and any other successors, assigns, or legal representatives  
22 (“Released Parties”) from any and all claims, causes of action, damages, expenses, benefits,  
23 interest, penalties, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or  
24 nature that were asserted or could have been asserted with respect to the claims asserted in the  
25 Action for the entire Class Period (“Released Claims”).

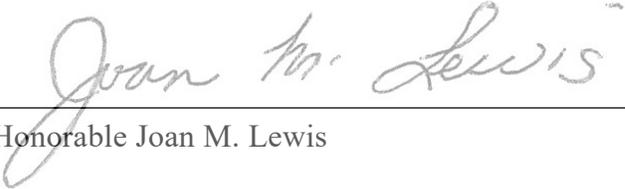
26 16. If for any reason the Arbitrator does not execute and file a Final Approval Order,  
27 the proposed settlement subject to this Order and all evidence and proceedings had in connection  
28 with the settlement shall be null and void. Further, this Order shall be vacated, and the Parties

1 shall revert to their respective positions as of before entering the Settlement.

2 17. The Arbitrator reserves the right to adjourn or continue the date of the Final  
3 Approval/Settlement Fairness Hearing and all dates provided for in the Settlement without  
4 further notice to Class Members and retains jurisdiction to consider all further applications  
5 arising out of or connected with the proposed Settlement.

6  
7 **IT IS SO ORDERED.**

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9 Dated: October 19, 2021

  
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Honorable Joan M. Lewis

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# **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 October 14, 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 written 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.

Even if you do not file a written objection, you may also make your objections in person, if you wish, and appear at the Final Approval Hearing set for December 29, 2021 at 9:00 a.m. at Judicate West 402 W. Broadway Suite 2400 San Diego, California, 92101 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

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

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 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.

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

# **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 [redacted], 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 #  
[redacted] First Name, Last Name  
[redacted] c/o  
[redacted] Address1 Address2  
[redacted] City, State, Zip, Country

Name/Address Changes (if any):  
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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

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Sign your name here

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Print your name here

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**PROOF OF SERVICE**  
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On October 19, 21, I served the foregoing document described as

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Thomas S. Ingrassia, Esq. ([tingrassia@pettitkohn.com](mailto:tingrassia@pettitkohn.com))  
Shannon R. Finley, Esq. ([sfinley@pettitkohn.com](mailto:sfinley@pettitkohn.com))  
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**[X] BY OVERNIGHT CARRIER**

I placed such documents in a Golden State Overnight (GSO) mailer addressed to the party or parties listed above with delivery fees fully pre-paid for next-business-day Golden State Overnight (GSO) delivery, and caused it to be delivered to a Golden State Overnight (GSO) drop-off box before the pickup deadline on the stated date.

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1 **[X] STATE**

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

4 Executed on October 19, 2021, at Pasadena, California.



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6 Anna Okada  
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