

## NOTICE OF CLASS ACTION SETTLEMENT

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

Judicate West 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 **March 19, 2022**. If you fail to postmark or fax a Claim Form by **March 19, 2022**, 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 March 7, 2022 at 9:30 a.m. at Judicate West, 402 W. Broadway, Suite 2400, San Diego, California, 92101. 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 **March 19, 2022**.

### ***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 Phoenix Settlement Administrators  
PO Box 7208  
Orange, CA 92867

The written request to be excluded must be postmarked no later than **March 19, 2022**. If you submit a request for exclusion which is not postmarked by **March 19, 2022**, your request for exclusion will be rejected, and you will be included in the settlement class.

**Questions? Contact the Settlement Claims Administrator toll free at 1-800-523-5773.**

### **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 Tativos-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 **March 19, 2022**. 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 April 18, 2022 at 8:00 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 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

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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 **March 19, 2022**. 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 [www.phoenixclassaction.com/walsh-v-tandem](http://www.phoenixclassaction.com/walsh-v-tandem).

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 1-800-523-5773.**