

Bruce Kokozyan, Esq. (SBN 195723)
KOKOZIAN LAW FIRM, APC
10940 Wilshire Blvd., Ste 1200
Los Angeles, CA 90024
Telephone Number: (323) 857 5900
Fax Number: (310) 275-6301
bkokozyan@kokozyanlawfirm.com

Attorneys for Plaintiff
JUAN ALCARAZ, an Individual, on behalf
of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JUAN ALCARAZ, an Individual, on behalf
of himself and all others similarly situated

Plaintiffs,

v.

IRHYTHM TECHNOLOGIES, INC., a
Delaware corporation; and DOES 1 through
100, Inclusive

Defendants.

CASE NO. 30-2021-01177810-CU-OE-CXC

[Assigned to the Honorable Randall J. Sherman in
Department CX105 for all purposes]

CLASS ACTION

**NOTICE OF ENTRY OF FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Action Filed: January 8, 2021

TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on May 10, 2024, the honorable Randall J. Sherman entered a
Final Order and Judgment Following Granting of Plaintiffs' Motion for Final Approval of Class Action
Settlement.

A true and correct copy of the executed Final Order and Judgment is attached hereto.

DATED: May 13, 2024

KOKOZIAN LAW FIRM, APC

By:



Bruce Kokozyan, Esq.
Attorneys for Plaintiffs

Bruce Kokozyan, Esq. (SBN 195723)
KOKOZIAN LAW FIRM, APC
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Los Angeles, CA 90024
Telephone (323) 857-5900
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JUAN ALCARAZ, an Individual, on behalf
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IRHYTHM TECHNOLOGIES, INC., a
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CASE NO. 30-2021-01177810-CU-OE-CXC

[Assigned to the Honorable Randall J. Sherman in
Department CX105 for all purposes]

CLASS ACTION

**~~AMENDED [PROPOSED]~~ FINAL ORDER AND
JUDGMENT FOLLOWING GRANTING OF
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 10, 2024
Time: 10:00 a.m.
Dept: CX105

Action Filed: January 8, 2021
Trial Date: June 05, 2023 [vacated]

1 The Parties reached a settlement (the “Settlement”) subject to Court approval as represented in
2 Joint Stipulation and Settlement of Class Action and Private Attorneys General Act Claims. Thereafter,
3 the Parties, per the Court’s Order, executed an Amendment to Joint Stipulation of Class Action
4 Settlement and Second Amendment to Joint Stipulation of Class Action Settlement (hereinafter
5 collectively the “Stipulation” or “Settlement Agreement”). Thereafter, on March 8, 2024, this Court
6 conducted a Final Settlement Fairness Hearing pursuant to Rule 3.769 of the California Rules of Court
7 and this Court’s previous Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action
8 Settlement (the “Preliminary Approval Order”) entered herein on October 31, 2023. Due and adequate
9 notice having been given to the Settlement Class as required in said Preliminary Approval Order, and
10 the Court having considered all papers filed and proceedings had herein and otherwise being fully
11 informed in the matter, and good cause appearing therefor:

12 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

13 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
14 incorporated herein by reference, this Court finds that the applicable requirements of the California
15 Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court have been satisfied with
16 respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional
17 certification of the Class, as set forth in the Preliminary Approval Order.

18 2. This Order and Judgment Granting Final Approval of Class Action Settlement hereby
19 adopts and incorporates by reference the terms and conditions of the Parties’ Settlement Agreement,
20 together with the definitions of terms used and contained therein.

21 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and
22 over all parties to the Class Action, including all members of the Settlement Class. Pursuant to Rule
23 3.771(a) of the California Rules of Court, for settlement purposes, the Court now finally certifies the
24 Class, defined as all current and former employees of Defendant iRhythm Technologies, Inc. who were
25 employed in California as nonexempt hourly paid employees during the Class Period. The “Class
26 Period” is January 8, 2017 to October 31, 2023.

27 4. The Class Notice given to the Class Members fully and accurately informed the Class
28 Members of all material elements of the proposed Settlement and of their opportunity to object to or

comment thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process, and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information. A full opportunity has been afforded to the Class Members to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly execute a request for exclusion are bound by this Order and Judgment.

5. The Court finds that no member of the Class objected to the Settlement.

6. The Court finds there is one (1) request for exclusion from the Class identified as Dalina Heng.

7. The Court has considered all relevant factors for determining the fairness of the Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. Accordingly, the Court hereby approves the Settlement as set forth in the Settlement Agreement and expressly finds that said Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

8. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$136,902.26 to be reasonable on both a percentage of the common fund and lodestar approached. The awarded amount is 33 1/3% of the common fund of \$410,706.77. The attorney's fees awarded is compensation for all attorney time spent on this matter from inception through and including the final

Settlement Fairness Hearing and all other work related to this case. The fee award is appropriate in light of the benefit obtained for the Class.

9. The Court further finds that the request for reimbursement of litigation costs in the amount of \$10,963.35 is reasonable to the extent of \$10,516.85, based on the work necessary to achieve this favorable class settlement, and \$10,516.85 is to be paid to Class Counsel from the Settlement fund per the Settlement.

10. The Court hereby approves a Service Award to the Named Plaintiff Juan Alcaraz in the amount of \$5,000. Named Plaintiff's Service Award is approved based on his contribution to the Class, risks incurred, the associated stigma, execution of a general release and all other factors presented to the Court, the Court finds this request fair and reasonable.

11. Court appoints Simpluris, Inc. as settlement administrator. The settlement administrator shall be subject to the jurisdiction of the Court with respect to the administration of the Settlement and shall comply with the terms on the Settlement. Settlement administration costs of \$9,771.86 are approved.

12. The Court hereby approves a PAGA penalty payment of \$16,000 with \$12,000 payable to the Labor Workforce Development Agency (LWDA), as this request is fair and reasonable. The balance of \$4,000 is payable to PAGA Members.

13. Entry of this Final Judgment shall constitute a full and complete release as to ~~bar against~~ the Settlement Class as to all the claims released by the Settlement Agreement except to those who opted out of the Settlement.

14. Upon the Effective Date and upon Defendant fully funding the Settlement, Participating Class Members for the Class Period shall fully and finally release and discharge the Released Parties of all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the Action or could have been asserted based on the facts alleged in the Action, and arising during the Class Period of this Settlement, including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief under California Business & Professions Code §17200, et seq. based on the following

categories of allegations as set forth in the operative complaint: (a) all claims for unpaid overtime wages; (b) all claims for unpaid minimum wages; (c) all claims for failure to pay overtime wages at the legal overtime pay rate; (d) all claims for failure to provide compliant meal periods; (e) all claims for failure to authorize and permit compliant rest periods; (f) all claims for the failure to promptly pay all wages due and owing at the time of an employee's termination or discharge; (g) all claims for the failure to issue properly itemized wage statements; (h) all claims for Unfair Competition or Business Practices under California's Business and Professions Code based on the preceding claims; (i) all claims for any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 based on the preceding claims.

15. The Court further confirms and finds that nothing contained in the Settlement Agreement, the Preliminary Approval Order, this Final Order and Judgment, or any other Order entered in this action shall in any way or manner constitute an admission or determination of liability by or against Defendants, or any other Released Parties with respect to any of the claims and causes of action asserted by the Settlement Class or any member thereof, and shall not be offered in evidence in any action or proceeding against Defendants, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendants under the Settlement Agreement and this Final Order and Judgment.

16. By operation of the entry of this Final Order and Judgment, as of the Effective Date, the Parties and Settlement Class Members are ordered to perform their respective duties and obligations under the Settlement Agreement.

17. The Parties will comply with CRC rule 3.771(b). The Settlement Administrator Simpluris shall post the amended Proposed Final Order and Judgment on the administrator's website.

18. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Representative Plaintiff, Class Members, and Defendant, for the purposes of:

(a) supervising the implementation, enforcement, construction, and interpretation of the Settlement

1 Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the
2 Judgment; and

3 (b) supervising distribution of amounts paid under this Settlement.

4 19. The Final Report Hearing ~~Order to Show~~ Re Compliance with Judgment is set for
5 February 14, 2025 at 9:00 a.m. The Report is due 16 days before the hearing.

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7 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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9 **Dated: May 10, 2024**



Honorable Randall J. Sherman
Judge of the Superior Court

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PROOF OF SERVICE

Alcaraz v. iRhythm Technologies, Inc.

OCSC Case No. 30-2021-01177810-CU-OE-CJC

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozian Law Firm, APC, and I made the service referred to below at their direction. My business address is 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.

On May 14, 2024, I served true copies of **NOTICE OF ENTRY OF FINAL ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

- ☐ **BY MAIL:** by depositing the same for collection and mailing at Los Angeles, California, on the date hereinabove set forth, in sealed envelopes with the postage thereon fully prepaid. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after service of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the office(s) of the addressee(s).
- ☐ **VIA FACSIMILE:** I caused the foregoing documents(s) to be transmitted to the below-named individual(s) via facsimile prior to 5:00 p.m. on said date and the transmission was reported as complete and without error
- ☐ **VIA OVERNIGHT COURIER:** I caused the above-referenced documents(s) to be delivered to FEDERAL EXPRESS for delivery to the below-named individual(s).
- ☒ **BY ELECTRONIC SERVICE:** Pursuant to agreement by the parties in this action and/or CCP § 1010.6 et seq., I caused such documents to be converted to Adobe .PDF format and uploaded to the Court-authorized Electronic Filing Service Provider (EFSP) ONE LEGAL LLC, authorizing said EFSP to affect electronic service to the addressee(s) listed below.

SEE ATTACHED SERVICE LIST

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

Executed on May 14, 2024, at Los Angeles, California.



Glenn Dwiggins

SERVICE LIST

Troy A. Valdez, Esq.
Tom Lin, Esq.
DLA Piper LLP (US)
555 Mission St., Ste 2400
San Francisco, CA 94105
Troy.Valdez@us.dlapiper.com
Tom.Lin@us.dlapiper.com
Michele.Leyva@us.dlapiper.com