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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

**DECLARATION OF BRUCE KOKOZIAN, ESQ.
IN SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND AWARD FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE INCENTIVE AWARD**

[Filed and served concurrently with Plaintiff's Notice
of Motion and Motion for Final Approval of Class
Action and PAGA Settlement and Award of
Attorney's Fees, Costs, and Class Representative
Incentive Award]

Date: March 8, 2024
Time: 10:00 a.m.
Dept: CX105

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

DECLARATION OF BRUCE KOKOZIAN

I, Bruce Kokozyan, declare:

1. I am an attorney licensed to practice before all courts of the State of California. My firm filed the present class action lawsuit against Defendants. I make this declaration in support of Plaintiff's Motion for Final Approval, award of Attorney Fees, Costs and Class Representative Incentive Award. Except for those matters stated on information and belief, which I am informed and believe to be true and correct, I have personal knowledge of all matters set forth herein. If called as a witness, I could and would competently testify thereto under oath.

A. Qualifications of Class Counsel

2. I graduated from UCLA with a B.A. in Economics in 1994. My G.P.A. was 3.95. I was Phi Beta Kappa and Summa Cum Laude at UCLA. I received my Juris Doctor from UCLA School of Law in Los Angeles in 1997. I was admitted to the State Bar of California in 1998. I am admitted to practice in all state courts in California, United States District Courts of California, and the United States Supreme Court. I am an active member of Consumer Attorneys Association of Los Angeles ("CAALA") and Consumer Attorneys of California ("CAOC").

3. I have operated my own law firm since 1999. Initially, with my own law firm where I was a partner and currently with Kokozyan Law Firm, APC where I am the principal.

4. I am currently lead counsel on several class action and representative action cases. I also am regularly asked to speak at seminars and CLE's on wage and hour and employment related issues. I have been invited to lecture and/or provide informational seminars regarding California employment discrimination and wage and hours laws. I have provided such lectures to the prominent entertainment law firm of King Holmes Paterno & Berliner, LLP in Century City and also provided such lecture to the Beverly Hills Bar Association. I along with a partner from Sheppard, Mullin, Richter & Hampton LLP presented a program regarding California Employment Law to the Beverly Hills Bar Association.

5. I have been in practice for over 25 years and have focused my practice in representing

employees in employment-related matters including class actions (wage and hour, FCRA) and employment discrimination. My firm is well-experienced class action attorneys. I have considerable experience in class action litigation including wage and hour class action and Fair Credit Reporting Act cases. My office possesses significant class action experience, trial experience, and possesses significant experience in wage and hour class actions and Fair Credit Reporting Act cases.

6. I am very experienced class action counsel. Some of the class action litigation on which Bruce Kokozyan has served as lead and/or Class Counsel are as follows: *Grant v. Preferred Response Security Services*- LASC Case No. BC413046; *Barseghian v. KFORCE Inc.*- LASC Case No. BC419387; *LASC Floch v. San Gabriel Transit, Inc.*- Case No. BC411319; *LASC Vitaliano Gonzalez et al. v. Grant Parking, Inc.*- Case No. BC410406; *Cotti Foods Wage and Hour Cases*- JCCP 4599; *Batts v. Hyde Park Convalescent Hospital, Inc.*- LASC Case No. BC 445405; *Browning v. CCA Educorp, Inc.*- LASC Case No. BC440579; *Hager v. Diversified Education Co.*- LASC Case No. BC452566; *Tomasi v. Verdugo Hills Hospital*- LASC Case No. BC494171; *Alvarez v. Mountain Valley Express*- LASC Case No. BC535460; *Cochran v. Schwan's Home Service, Inc.*- Case No. LASC BC449547; *Rodriguez v. Willdan Lighting & Electric of California*- LASC Case No. BC554885; *Minda Rosero and Esmeralda Aranda v. East L.A. Hospital, LP. Et al*- LASC Case No. BC505483; *Ortiz v. Vantage Oncology*- LASC Case No. BC560016; *Gonzalez v. MedReach, Inc.*- LASC Case No. BC567883; *Wilson v. Molina Healthcare, Inc. et al.* – LASC Case No. BC597353; *Soto v. Covenant Security Services, LTD*- San Bernardino Superior Court Case No. CIVDS1413482; *Kabir v. Chevron Stations, Inc.* 20STCV05468 (FCRA Class Action); *Mendoza v. Aldi, Inc.*-19STCV21190 (FCRA Class Action); *Henry Ramos v. Moog, Inc.* - LASC Case No. 19STCV41880; *Cristian Rivas v. Jeff & Tony's DSD, LLC* - LASC Case No. 19STCV41499; *Mayoral v Antelope Valley Fair* - LASC Case No. 20STCV07232; *Mayoral v Friends of the Antelope Valley Fair* - LASC Case No. 20STCV07465; *Tucker v. Armorcast Products Company, Inc.* - LASC Case No. 20STCV07252.

7. My firm has also been involved in favorable appellate court decisions which have been very important in wage and hour class action law, specifically the case of *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (one of the first California cases to consider the

1 California Supreme Court decision in *Duran v. U.S. National Bank Association* (2014) 59 Cal.4th 1,
2 holding that plaintiffs can use statistical sampling evidence to establish either liability or damages in a
3 wage and hour class action case. The Schwan's opinion is also a seminal case regarding an employers'
4 obligation to reimburse employees' business expenses under California Labor Code §2802.

5 8. I have handled no less than several hundred employment litigation matters to successful
6 resolution. I have achieved significant confidential settlements and trial victories for Plaintiffs in
7 employment matters. In past 6 years I was selected as Super Lawyer by Super Lawyer magazine for
8 being in the top 5% of attorneys in Southern California.

9 9. Further, I have significant trial experience and have achieved significant and record
10 breaking trial victories. In 2013, I and another Plaintiff's counsel, together achieved one of the highest
11 single Plaintiff employment discrimination awards in Southern California at the time in the amount of
12 approximately 21.7 million dollars in the matter of *Rodriguez v. Valley Vista, Inc.*- LASC case number
13 BC473793. This verdict in 2013 was the 94th largest verdict in the United States of America for any
14 type of matter as reported in the Verdict Search publication. Again in 2015, I was able to achieve a
15 significant trial victory in excess of 2.7 million dollars on behalf of an employee who was not
16 accommodated at the workplace due to her disability in the matter of *Patricia Hancock v. Time Warner*
17 *Cable LLC et al.* – LASC case number BC482161.

18 10. Kokozyan Law Firm, APC has no conflicts of interest with absent Settlement Class
19 Members.

20 11. My firm along with the assistance of Class Representative conducted an extensive
21 investigation prior to the Complaint being filed and throughout the litigation. The settlement that has
22 been reached is the product of tremendous effort, and a great deal of expense by the Parties and their
23 counsel. Further, the settlement was reached through arm's length negotiations as exemplified by the
24 litigation. The Parties have conducted significant investigation of the facts and law during the
25 prosecution of this Action. Counsel for the Parties have investigated the law as applied to the facts
26 discovered regarding the alleged claims of the Class Members and potential defenses thereto, and the
27 damages claimed by Class Members. Plaintiff's Counsel and the Class Representative have litigated this

1 matter for over a year, including extensive pre-litigation investigation and discovery, survey of class
2 members, the production of documents by Defendant, including Defendant's employee handbooks,
3 policies and procedures regarding the payment of wages, time keeping, overtime, meal and rest periods
4 and the production of detailed voluminous class-wide payroll and time punch data, numerous
5 conferences between representatives of the Parties and a full day-long mediation with David Phillips,
6 Esq., on March 4, 2022, an experienced mediator of PAGA and wage-and-hour class actions. The parties
7 were able to fully resolve the matter, subject to Court approval, with the execution of the Joint
8 Stipulation and Settlement of Class Action and Private Attorneys General Act Claims. Thereafter, the
9 parties, per the Court's Order executed an Amendment to Joint Stipulation of Class Action Settlement
10 and Second Amendment to Joint Stipulation of Class Action Settlement (hereinafter collectively the
11 "Stipulation"/ "Settlement Agreement").

12 The parties agreed to the settlement of Three Hundred Twenty Thousand dollars (\$320,000.00)
13 with no claim form requirement, no residual to revert to the Defendant and Defendant to pay its share of
14 taxes in addition to the settlement. In addition, an escalation clause was negotiated in the Settlement
15 Agreement. It was originally contemplated that there would be no more than 399 class members during
16 the class period. Since the number of class members increased by more than 10% to a total of 552
17 class members, the escalation clause was triggered for the amount of increase over the 10% buffer, and
18 as such the Gross Fund Value increased by 28.34% to \$410,706.77, in accordance with Section II.16 of
19 the Settlement Agreement. [Please see **Exhibit "1"**- Declaration of Administrator, Markus Bulthuis ¶ 6
20 ("Dec. Bulthuis")]

21 **B. Adequacy of the Settlement**

22 12. I am very experienced and qualified to evaluate the Class claims and viability of the
23 defenses. The recovery for each Class Members in the present settlement is very generous and
24 substantial. 100% of the money will be paid out as there is no reversion to Defendant. This settlement is
25 fair, adequate and reasonable and in the best interests of the Class based on all risk factors. The
26 settlement amount is, of course, a compromise figure. Plaintiff took into account the risks that the class
27 would be certified, risks related to proof of the claims, and the strengths and weaknesses of Defendant's

other defenses. It also took into account the possibility that if a settlement were reached after additional years of litigation, the great expenses and attorneys' fees of litigation would reduce the amount of funds available to the class for settlement. Furthermore, Plaintiff considered the time delay and financial repercussions of trial and the possibility of an appeal by Defendant.

C. There are Zero (0) Objections to the Settlement and only (1) Opt Out to the Settlement.

13. The class members' response to the settlement is outstanding. There were zero (0) objections to the settlement. There is only one (1) opt out to the settlement, and thus there is an over 99.8 % participation rate, an outstanding result. 100% of the money will be paid out as there is no reversion to Defendant. This will result in an average payment to Class Members of approximately \$421.18 and the highest payments to Class Members of approximately \$2,190.36. In addition, the PAGA allocation to PAGA members will result in an average payment estimated at \$7.26 and the highest PAGA payment estimated at \$21.71 (**Exhibit "1"**, Dec. Bulthuis, ¶¶11,12)

D. The Attorney's Fees and Costs Sought are Reasonable

14. I believe that an attorney fee of one third (1/3) of the total value of this case for Class Counsel is fair and reasonable. Below is a list of cases approving attorneys' fees based on a common fund in the State of California.

A. In *Abzug v. Kerkorian*, CA-000981 (Los Angeles Superior Court, Nov. 1990), the Honorable R. William Schoettler awarded a 45% fee on a \$35,000,000.00 securities class action settlement.

B. In *Haitz v. Meyer, et al.*, No. 512968-3 (Alameda County Superior Court, August 20, 1990), the court awarded a 40% fee of a \$2,670,000.00 settlement.

C. In *Steiner v. Whittaker Corp.*, CA000817 (Los Angeles County Superior Court, March 23, 1989), Judge Eli Chernow awarded a fee of 35% of a \$17,750,000.00 recovery in a securities class action.

D. In *Hess v. Dayton Hudson, et al.*, No. 777130 (Orange County Superior Court 2000), Judge William F. McDonald awarded a 33-1/3% fee of a \$7,000,000.00 settlement.

E. In *Bushnell v. Cremer, Inc.*, No. 657778 (Orange County Superior Court), Judge Donald Smallwood awarded a 38% fee of a \$16,100,000 pre-trial settlement.

15. I am very familiar with the contingent fee market throughout California and in the Los Angeles

County and Orange County area, particularly as it pertains to complex employment, FCRA, wage and hour, and class action litigation. Contingency fee agreements with Plaintiffs, both as individuals and as representatives in class action suits, commonly provide that counsel will receive a fee that is between 33% - 40% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of a recovery amount. These are typical and standard percentages in employment related contingency agreements in the San Bernardino, Los Angeles, Orange County, and throughout California. Indeed, in my opinion, the Plaintiff in this complex FCRA case could not have retained competent counsel in California, particularly with the considerable skill and expertise of my firm for any amount significantly less than the contingency fee percentage provided in the retainer agreements. As the Court is well aware, Class Counsel has never been paid any money for attorneys' fees on this case, and has advanced all costs and has worked on this matter for over for over three (3) years.

16. I am very familiar with the contingent fee market throughout California and in the Los Angeles County area, particularly as it pertains to complex employment, wage and hour, and class action litigation. Contingency fee agreements with Plaintiffs, both as individuals and as representatives in class action suits, commonly provide that counsel will receive a fee that is between 33% - 40% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of a recovery amount. These are typical and standard percentages in employment related contingency agreements in the San Bernardino, Los Angeles, and Orange counties, and throughout California. Indeed, in my opinion, the Plaintiff in this complex wage and hour case could not have retained competent counsel in California, particularly with the considerable skill and expertise of my firm for any amount significantly less than the contingency fee percentage provided in the retainer agreements. As the Court is well aware, Class Counsel has never been paid any money for attorneys' fees on this case and has advanced all costs for over three (3) years.

17. I believe that that an award of attorneys' fees in the amount of \$136,902.26 (one-third of the Gross Fund Value) is also appropriate based upon a common fund and lodestar analysis. This settlement with the escalation clause being triggered is for an amount of \$410,706.77 with no reversion to the Defendant. I believe that pursuant to *Laffitte v. Robert Half International Inc.* and *Lealao v. Beneficial*

1 *California, Inc.*, 82 Cal.App.4th 19 this request is fair and reasonable in view of the typical common
2 fund attorneys' fees awards and similar California class action wage and hour settlements.

3 18. My office has current total costs of \$10,963.35 related to the subject case which is less
4 than the \$15,000 estimate. (**Exhibit 2** to this declaration, itemization of costs). These costs were a result
5 of service of process, court fees, electronic service, investigation, mediation fees, litigation and other
6 related matters to the prosecution of this case. Likewise, Simpluris, Inc. has administration costs of
7 \$9,771.86, which is less than the \$12,000 estimate. (**Exhibit 1**, Dec. Bulthuis ¶15).

8 19. I believe an award of attorneys' fees of \$136,902.26 for the work of Class counsel is fair
9 and reasonable. Here, our office earned the requested fee under either the lodestar or common fund
10 theory. At least 209.9 attorney hours have already been expended by Kokozyan Law Firm, APC. [Please
11 Exhibit 3, Bruce Kokozyan timesheet). I also expect to spend at least 10 additional attorney hours to
12 finalize the matter including to prepare for and attend the final approval hearing and ensuring proper
13 claims administration and distribution occurs to all class members. As such, our office will spend
14 approximately at minimum 219.9 attorney hours [209.9 hours already expended on this matter plus an
15 additional minimum 10 hours] on this case through final resolution. This case was a lot of work, took
16 over three (3) years to complete, and precluded my practice from taking on other cases as a practice can
17 only properly litigate so many cases at one time. Further, for the past three (3) years we have not
18 received any compensation for all the work we have done for the past (3) years to the contingent nature
19 of this matter.

20 20. My current standard hourly rate for litigation and class action litigation is \$1,100 per hour. I
21 am the Managing partner in my law firm and have extensive experience handling class action litigation,
22 and have been in practice for over 25 years. My office's total lodestar amount is \$241,890 (209.9 hours
23 already spent plus 10 additional hours] x \$1,100 per hour) for Bruce Kokozyan.

24 21. All counsel and the parties of this litigation believe that the requested award of
25 attorneys' fees is fair and reasonable based on Plaintiffs counsel's work and experience and results
26 achieved in this matter.

27 22. A key point to consider when awarding Plaintiffs' counsel fees is that Defendants' firms
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are able to bill their clients on a monthly basis. We have not yet been paid any funds for the substantial work that has been done for more than three (3) years. I have reviewed the **2010 National Law Journal Billing Survey**, which is an annual survey of law firm billing rates. This billing survey uses **2010 rates** and, thus, understates current prevailing market rates given the increase in rates over the past 14 years. Nonetheless, even this **2010 data confirms** that partners at quality law firms regularly charge well above the amount I seek in this case. The following chart illustrates data found in **the 2010 National Law Journal Billing Survey** for firms that regularly defend employment cases such as this case. In fact, each of the firms listed below defends employment matters and I have litigated employment matters against some of these firms. This data also illustrates the reasonableness of the rates sought here in the

2010 National Law Journal Billing Survey:

Firm Name	Partner High Rate	Partner Average (If Listed)	Associate High Rate (If listed)
Alston Bird	\$865	\$627	\$590
Buchanan Ingersoll & Rooney	\$900		\$465
Davis Wright Tremain	\$795	\$486	\$435
Dickstein Shapiro	\$950	\$656	\$530
Dorsey & Whitney	\$795	\$515	\$440
Duane Morris	\$850	\$550	\$480
Epstein Becker & Green	\$850	\$520	\$450
Foley & Lardner	\$1,035	\$654	
Greenberg Traurig, PA	\$875	\$550	\$610
Locke Lord Bissell & Liddell	\$1,120	\$599	\$525
Loeb & Loeb	\$975		\$575
Manatt Phelps & Phillips	\$850	\$651	\$525
McGuire Woods	\$830	\$543	\$600
McKenna Long & Aldridge	\$775	\$540	\$490
Nixon Peabody	\$905	\$613	\$580
Perkins Coie	\$825	\$534	\$570
Seyfarth Shaw	\$770	\$505	\$535
Venable	\$950	\$590	\$500

Winston & Strawn	\$1,075	\$670	\$610
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23. Based on my knowledge and experience of billing rates for work of similar Complexity in the community (including the Southern California community), it is my opinion that my sought rate of one thousand one hundred dollars (\$1,100) is well within the range of a reasonable rate for an attorney of my skill knowledge, experience, and ability. In fact, per the Los Angeles Daily Journal article dated August 10, 2012 (over 11 years ago) [A true and correct copy of which is attached as Exhibit “4”] **the average partner billing rate in Los Angeles in 2012 was \$797 per hour** and the average associate billing rate was \$550 per hour. Accordingly, my requested hourly rate is demonstrably reasonable.

24. My requested billing rate is \$1,100 per hour is demonstrably reasonable as I have been in practice over 25 years. Based on my familiarity with prevailing market rates for work of similar complexity in the Los Angeles area, including my extensive involvement in fee application work on my own behalf and behalf of others, I can attest that this hourly rate is within the prevailing market rate for work of similar complexity performed by attorneys of similar skill and experience.

25. My extensive education, experience, progressive Court approvals of my hourly rates, and the history of my approved hourly rates demonstrate that my hourly rate is reasonable. Over 5 years ago in April 2018 in the matter of *Sandoval v. Nowhere Venice Corp.*- LASC Case No. BC640108, I was approved at the hourly rate of \$800 per hour. Previously, in 2017, I was approved at the hourly rate of \$750 per hour in the case of *Leon v. Double Zero*- LASC Case No. BC547803. Even over eight (8) years ago in 2015, I was approved at the hourly rate of \$700 per hour by Hon. Rafael Ongkeko and my requested hourly rate has been increasing yearly since 2015 with my additional experience, knowledge, and demand for my services. I am the Managing shareholder in my law firm and have extensive experience handling class action litigation.

26. The billing rates for partners at firms in the Los Angeles and Orange County Metro Area, my experience and expertise, my prior approval in recent cases at the requested rate, the results achieved in this case and the contingent nature of the fees in class action cases, all indicate that my current requested hourly rate of \$1,100 per hour is reasonable and should be approved.

27. This litigation has resulted in a valuable benefit to the Class Members who are

1 participating because of the named Plaintiff. I believe that the Class Representative Incentive Award of
2 \$5,000 for Juan Alcaraz is fair and reasonable. This Incentive Award should be awarded for this
3 commitment and dedication to the litigation. Class Representative was unwilling to settle the class
4 action until he felt it was in the best interests of the Class.

5 28. Class Representative always maintained the best interests of the Class while performing
6 his Class Representative duties. (Declaration of Juan Alcaraz (“Alcaraz Decl.”), **Exhibit 5** to this
7 declaration.

8 29. The Class representative spent significant time dealing with the issues raised in this
9 action on his own and in consultation with our office regarding the issues raised in the action. The Class
10 Representative has remained in contact with our office throughout the litigation and the settlement
11 process. The Class Representative provided all of the documents in his possession. All in all, the Class
12 Representative has been diligent and acted above and beyond that of which is expected of a Class
13 Representative throughout all stages of the litigation, up to and including final approval of class action
14 settlement.

15 30. Few individuals are willing to act as a Class Representative and provide the work,
16 diligence and willingness to assume a substantial risk should the Defendant have prevailed in this case.
17 The Class Representative’s willingness to assume the financial risk is significant. California law states
18 that the losing party must pay the prevailing party’s cost. As such, if Plaintiff had not prevailed in this
19 case, the Class Representative would have been subjected to a cost award in the amount of thousands of
20 dollars.

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1 31. This enhancement should be awarded for this commitment and dedication to the
2 litigation. Based on all of the factors, Class Counsel believes that Five Thousand Dollars (\$5,000) for
3 the Class Representative is fair and reasonable and warranted. This request for award is based on
4 Plaintiff's contribution to the class, risks incurred, stigma, execution of general release and all others
5 factors as forth in Class Representative's declaration filed concurrently herewith.

6
7 I declare under the penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct.

9 Executed this 9 th day of February 2024 at Los Angeles, California

10 

11 _____
Bruce Kokozyan, Esq.

Exhibit “1”

1 Bruce Kokozyan, Esq. (SBN 195723)
2 Alex DiBona, Esq. (SBN 265744)
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10 Attorneys for Plaintiffs
11 JUAN ALCARAZ, an Individual, on behalf of
12 himself and all others similarly situated

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

15 JUAN ALCARAZ, an individual, on behalf
16 of himself and all others similarly situated

17 Plaintiffs,

18 v.

19 IRHYTHM TECHNOLOGIES, INC., a
20 Delaware Corporation; and DOES 1 through
21 100, Inclusive

22 Defendants.

Case No.: 30-2021-01177810-CU-OE-
CXC

**DECLARATION OF MARKUS
BULTHUIS REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

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DECLARATION OF MARKUS BULTHUIS

I, Markus Bulthuis, declare the following facts to be true and correct and if called as a witness would testify competently to the same:

1. I am employed as a Senior Project Manager by Simpluris, Inc. (“Simpluris”) the settlement administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive, Costa Mesa, California 92626. My telephone number is (714) 824-8590. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris, Inc. is a Class Action Settlement Administration company located in Costa Mesa, California. It is founded by individuals who have each managed thousands of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was appointed by the Court as Settlement Administrator to administer the Settlement in accordance with the terms of the Joint Stipulation and Settlement of Class Action and Private Attorneys General Act Claims (the “Stipulation” or “Settlement”). Simpluris has been, and if the Court grants final approval of the Settlement, will be responsible for, among other things: (a) printing and mailing in the Notice of Class Action Settlement (“Notice”); (b) receiving undeliverable Notices; (c) receiving and validating requests for exclusion and objections; (d) calculating individual settlement payments, distributing funds, and tax-reporting following final approval; (e) mailing settlement checks; (f) answering questions from Class Members; and (g) performing such other tasks necessary to effectuate the terms of the Settlement or as the Parties mutually agree or the Court orders Simpluris to perform.

4. A toll-free telephone number was included in the Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, seven (7) days a week, and will remain in operation

1 throughout the settlement process. Callers have the option to speak with a live call center
2 representative during normal business hours or to leave a message and receive a return call
3 during non-business hours. The toll-free telephone number included in the Notice (866) 609-
4 2716.

5 5. On November 6, 2023, Simpluris received the Court-approved Notice. The
6 Notice advised Class Members of their right to opt out from the Settlement, object to the
7 Settlement, or do nothing, and the implications of each such action. The Notice advised Class
8 Members of applicable deadlines and other events, including the Final Approval Hearing, and
9 how Class Members could obtain additional information. The Notice was pre-printed with the
10 name and address of the Class Members and their estimated payment.

11 6. On November 14, 2023, Counsel for Defendants provided Simpluris with a list
12 containing the name, last known address, and pertinent employment information for the Class
13 Members during the Class Period (“Database”). The Database contained data for five hundred
14 fifty-three (553) employees. Simpluris worked with Counsel for Defendants to identify
15 employees who needed to be removed based on the dates of employment. The updated total
16 number of Class Members after this process was five hundred fifty-two (552) Class Members.
17 It was originally contemplated that there would be no more than three hundred ninety-nine
18 (399) Class Members during the Class Period. Since the number of Class Members increased
19 by 38.34%, the Gross Fund Value increased by 28.34% to \$410,706.77, in accordance with
20 section II.16 of the Agreement.

21 7. The mailing addresses contained in the Database were processed and updated
22 utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal
23 Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the
24 event that any individual had filed a U.S. Postal Service change of address request, the address
25 listed with the NCOA was utilized in connection with the mailing of the Notices.

26 8. On December 5, 2023, after updating the mailing addresses through the NCOA,
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1 Notices were mailed via First-Class Mail to the five hundred fifty-two (552) Class Members
2 Class Members contained in Database. A sample Notice is attached hereto as **Exhibit A**.

3 9. As of the date of this declaration, twenty-eight (28) Notices were returned by the
4 post office. For Class Members without forwarding addresses, Simpluris attempted to find a
5 forwarding address using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris
6 used the Class Member's name and previous address to locate a current address. Altogether,
7 Simpluris re-mailed eighteen (18) Notices to a new forwarding address provided by the post
8 office, a newfound address using Accurant, or a forwarding address provided by the Class
9 Member. Ultimately, ten (10) Notices were undeliverable.

10 10. The Net Fund Value of \$232,069.30 available to pay Class Members was
11 determined as follows:

12		
13	Gross Fund Value	\$410,706.77
14	Less Class Counsel Attorneys' Fees (Requested)	-136,902.26
15	Less Class Counsel Costs (Requested)	-\$10,963.35
16	Less Service Award to Named Plaintiff (Requested)	-\$5,000.00
17	Less PAGA LWDA Payment	-\$12,000.00
18	Less PAGA Members Payment	-\$4,000.00
19	Less Settlement Administration Costs	-\$9,771.86
20	Remaining Net Fund Value	\$232,069.30
21		

22 11. As of the date of this declaration, there are five hundred fifty-one (551) Settlement
23 Class Members who will receive a proportion of the Net Fund Value. The highest estimated
24 Individual Settlement Payment is \$2,190.36, the lowest estimated Individual Settlement
25 Payment is \$0.64 and the average estimated Individual Settlement Payment is \$421.18.

26 12. The PAGA Members Payment totaling \$4,000.00 will be distributed on a pro rata
27 basis to PAGA Members. The highest estimated PAGA Member payment is \$21.71, the lowest
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1 estimated PAGA Member payment is \$0.03, and the average estimated PAGA Member
2 payment is \$7.26.

3 13. Class Members who wished to be excluded from the Settlement were directed to
4 submit their request for exclusion to the Settlement Administrator by no later than January 19,
5 2024. As of the date of this declaration, Simpluris has received one (1) request for exclusion
6 from the Settlement from Dalina Heng.

7 14. Class Members who wished to object in writing were directed to submit their
8 written objection to the Settlement Administrator by no later than January 20, 2024. As of the
9 date of this declaration, Simpluris has not received any written objections.

10 15. Simpluris' total costs for services in connection with the administration of this
11 Settlement, including fees incurred and anticipated future costs for completion of the
12 administration, are \$9,771.86. Simpluris' work in connection with this matter will continue
13 with work such as the calculation of the settlement checks, issuance and mailing of those
14 settlement checks, and preparation of the necessary tax reporting on such payments.

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16
17 I declare under penalty of perjury under the laws of the State of Washington that the
18 foregoing is true and correct. Executed this 8th day of February, 2024, in Seattle, Washington.

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Markus Bulthuis

NOTICE OF CLASS ACTION SETTLEMENT

Alcaraz v. iRhythm Technologies, Inc., Case No. 30-2021-01177810-CU-OE-CXC

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

If you are or were a current or former employee of Defendant iRHYTHM TECHNOLOGIES, INC. who was employed in California as a non-exempt hourly paid employee anytime between January 8, 2017 through October 31, 2023, you may be entitled to receive money from a class action settlement.

A Court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE

WHAT IS IN THIS NOTICE

- | | | |
|----|---|--------|
| 1. | Why Should You Read This Notice?..... | Page 1 |
| 2. | What Is the Case About? | Page 1 |
| 3. | What does the Settlement Provide? | Page 2 |
| 4. | What Is the Class Action Settlement?..... | Page 3 |
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1. Why should you read this notice?

On January 8, 2021, Plaintiff Juan Alcaraz (“Plaintiff”) filed a civil complaint under the California Labor Code Private Attorneys General Act against his former employer iRhythm Technologies, Inc. (hereinafter “iRhythm”). Thereafter, on March 29, 2022, Plaintiff amended the complaint to file a putative class action complaint. This Notice describes the lawsuit and explains your rights in the settlement. You are receiving this Notice because records indicate that you are a Class Member. Class Members include all current and former non-exempt hourly paid employees who worked for iRhythm in California at any time from January 8, 2017 through October 31, 2023.

The Parties reached a class wide settlement as a compromise to resolve Plaintiff’s individual and representative claims, subject to Court approval. On October 31, 2023, the Orange County Superior Court preliminarily approved the class action settlement and has ordered that this Notice be provided to you. ***The Court has not determined who is right or wrong in this lawsuit.***

2. What is the case about?

Plaintiff asserted claims against iRhythm on behalf of all current and former non-exempt hourly paid employees who worked for iRhythm in California for: (a) unpaid overtime wages; (b) unpaid minimum wages; (c) failure to pay overtime wages at the legal overtime rate; (d) failure to provide legally compliant meal breaks; (e) failure to provide legally compliant rest periods; (f) failure to promptly pay all wages due and owing at the time of an employee’s termination or discharge; (g) failure to issue properly itemized wage statements; (h) violations of California’s Business and Professions Code; and (i) violations of the Private Attorneys General Act of 2004 (“PAGA”).

iRhythm denies any and all wrongdoing and liability. iRhythm contends it conducted business and compensated employees consistent with the laws of the State of California. iRhythm contends it has no liability for any of claims under any statute, wage order, common law, or equitable theory. The Court has not ruled on the merits of Plaintiff’s claims

3. *What does the settlement provide?*

As part of the settlement terms, in exchange for a class release of the claims asserted by Plaintiff, iRhythm will pay \$410,706.77 (Gross Fund Value), including attorneys' fees, costs, third-party settlement administrator costs, the class representative enhancement payment, payment to the California Labor and Workforce Development Agency, and payment to Participating Class Members. Plaintiff will request from the Gross Fund Value: (1) \$136,902.26 for attorneys' fees, (2) up to \$15,000 in costs, (3) up to \$12,000 for settlement administration costs to pay settlement administrator Simpluris, (4) up to \$5,000 as a service award to Plaintiff and Class Representative Juan Alcaraz, and (5) a PAGA payment of \$16,000, of which \$4,000 will be distributed to Class Members and \$12,000 will be paid to the California Labor and Workforce Development Agency. After deductions of all the preceding amounts, the remaining amount will be distributed as Settlement Awards to Participating Class Members (Net Fund Value). The Net Fund Value will be divided by All Class Member Total Workweeks to obtain the Workweek Unit Number. The Settlement Administrator will calculate each Class Members' Individual Settlement Award by multiplying his or her Total Workweeks Units by the Workweek Unit Number. Your "Total Workweeks Units" means and refers to the sum (with a negative multiplier as to certain workweeks when appropriate as explained below) of all the Workweeks you were employed during the Class Period. The Settlement Administrator in calculating the Total Workweeks Units for you will use the following formula: (1) workweeks between January 8, 2017 to January 23, 2021 will be given a value of one for each workweek; (2) the workweeks between January 24, 2021 to October 31, 2023, those workweeks will be worth .25 of the value of the workweeks that occurred during the portion of the Class Period that preceded January 24, 2021 (i.e., apply a negative multiplier of .25) to account for positive wage and policy changes by Defendant beginning January 24, 2021. For example, if a Class Member worked 12 workweeks before January 24, 2021 and 40 workweeks from January 24, 2021 onward, you would calculate this class members Total Workweeks Units as follows: For the 12 workweeks before January 24, 2021, they would get 12 units and for the 40 workweeks from January 24, 2021, forward, they would get 10 units (40 x .25) [as a result of the negative multiplier for weeks occurring from January 24, 2021 onward] and thus their Total Workweek Units would be 22 [12 plus 10].

The individual settlement payment for Aggrieved Employees shall be calculated as follows: The Settlement Administrator will be provided both PAGA members' Total PAGA Pay Periods and each individual Aggrieved Employee's Pay Periods based on the Class List and Data Report, which shall be presumed to be correct. These terms are defined below. Aggrieved Employee/Employees means and refers to and consists of all current and former employees of Defendant iRhythm Technologies, Inc. who were employed in California as nonexempt hourly paid employees during the PAGA Period. PAGA Period means and refers to the period from October 26, 2019 through the date the Court enters an order for preliminary approval of this settlement. PAGA Pay Period shall mean and refer to the time period of two week increments during a PAGA member's employment. PAGA Weekly Settlement Amount shall mean and refer to the amount the Settlement Administrator will calculate from each PAGA Member's Payment by multiplying his or her PAGA Pay Periods by the amount of the PAGA Payment.

iRhythm's records indicate that you were employed for «MERGED_Class_WW_CALC» Total Workweeks during the Class Period of January 8, 2017 through October 31, 2023.

Based on this estimate and iRhythm's records and applying the formula above, your estimated Settlement Award is \$«MERGED_ClassEstSettAmnt_CALC».

iRhythm's records indicate that you were employed for «MERGED_PayPeriods_CALC» Total PAGA Pay periods during the PAGA Period of October 26, 2019 through October 31, 2023.

Based on this estimate and iRhythm's records and applying the formula above, your estimated Settlement Award for PAGA is \$«MERGED_PAGAEstSettAmnt_CALC».

If you dispute your number of Total Workweeks, you must contact the Settlement Administrator and notify them in writing the number of workweeks you believe you were employed and provide any supporting documentation. If you do not provide documents, your settlement payment will be calculated according to iRhythm's records. The dispute must be sent to the Settlement Administrator's address listed in this Notice and must be postmarked no later than January 19, 2024. It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Award.

Subject to Court approval, you do not need to take any further action to receive money from this settlement.

4. What is the Class Action Settlement?

In a class action lawsuit, one person called “Plaintiff” or “Class Representative” sues on behalf of other people who may have similar claims. In this case, the Plaintiff is Juan Alcaraz. All the people who worked for iRhythm as non-exempt employees during the Class Period are a “Class” or “Class Members.” The company he sued is called the Defendant. In this case, the Defendant is iRhythm Technologies, Inc. One Court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class. In this case, the Court is the Orange County Superior Court.

5. What are my rights? How will my rights be affected by the Class Settlement?

Participating in the Settlement

Under the settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below. If approved by the Court, the Settlement Agreement and release will be binding on all Participating Class Members who do not timely opt out of the settlement. Even if you object and decide not to participate, you will still receive a PAGA payment and be bound by the release of any all PAGA claims at issue in this case.

If you are a current employee of iRhythm your decision about whether or not to participate in this settlement will **not** affect your employment with iRhythm.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must mail a written statement to the Settlement Administrator, at the address below, requesting to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your request for exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be mailed by First-Class Mail or equivalent and postmarked no later than January 19, 2024. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Late requests for exclusion (opt-out requests) will not be considered.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement, and you will not be bound by the terms of the Settlement, with one exception. You will still receive a PAGA payment and still be bound by the release of any claims you may have under PAGA.

You may opt out using the form attached to this notice.

Objecting to the Settlement

If you wish to object to the Settlement, you may advise the Court about your objection stating why you object to the settlement. Your objection must state your full name, last four digits of your social security number, dates of employment, address, and telephone number, a statement providing the basis for your objections, a statement advising if you plan to address the Court at the Settlement Fairness Hearing, and any legal briefs, papers, or memoranda you propose to submit to the Court. The objection must be mailed to Settlement Administrator, at the address below, and must be postmarked no later than January 20, 2024.

You may also, if you wish, appear at the Settlement Fairness Hearing on March 8, 2024, at 10:00 a.m. in Dept. CX105 of the Orange County Superior Court to discuss your objections with the Court and the Parties regardless of whether or not you submitted a written objection to the Settlement Administrator. The Settlement Fairness Hearing may be continued to another date without further notice. If you object to the settlement, you may still receive your share of the settlement amount if the Court approves the settlement despite objections.

Effect of the Settlement on Your Rights

If the proposed settlement is approved by the Court, a Judgment will be entered by the Court and upon entry of Judgment all Participating Class Members for the Class Period shall fully and finally release and discharge Defendant iRhythm Technologies, Inc. and its successors in interest, past, present, or future parents, subsidiaries and related or affiliated corporations, and their past, present, or future officers, directors, shareholders, employees, agents, principals, heirs, joint employers, staffing agencies,

representatives, accountants, auditors, attorneys, consultants, insurers, and reinsurers, and each of their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and each of their company-sponsored employee benefit plans, and all of their respective officers, directors, owners, employees, administrators, fiduciaries, trustees, and agents (“Released Parties”) from 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.

If the Court finally approves the Settlement, Settlement checks will be mailed to Class Members who have not opted out of the Settlement. Notice of the final judgment will be provided on the Settlement Administrator’s website.

Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance (collectively, “Uncashed Settlement Checks”) shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until they claim their property.

6. Who are the attorneys representing the parties?

Class Counsel, appointed and approved by the Court for settlement only, will represent the Class and you. However, you may choose to be represented by your own counsel at your own cost.

Attorneys for Plaintiff & the Class are:

Bruce Kokozyan, Esq.
KOKOZYAN LAW FIRM, APC
10940 Wilshire Blvd., Suite 1200
Los Angeles, CA 90024
Telephone (323) 857-5900

Attorneys for Defendant are:

Troy A. Valdez, Esq.
Tom Lin, Esq.
DLA Piper LLP (US)
555 Mission Street, Suite 2400
San Francisco, California 94105

7. How will the attorneys for the class and costs be paid?

Class Counsel is seeking an award from the Court for attorneys’ fees of up to \$136,902.26. and documented litigation costs of up to \$15,000. Juan Alcaraz is seeking a service award from the Court of up to \$5,000. The actual amounts awarded will be determined by the Court.

If you need more information or have any questions, you may contact the Settlement Administrator at the telephone number listed below.

Alcaraz v. iRhythm Technologies, Inc.
c/o Settlement Administrator
PO Box 26170
Santa Ana, CA 92799
Tel: (866) 609-2716

**PLEASE DO NOT CONTACT THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT.**

OPT-OUT FROM CLASS ACTION PORTION OF SETTLEMENT
[Please print all information clearly]

Re: *Alcaraz v. iRhythm Technologies, Inc.*, Case No. 30-2021-01177810-CU-OE-CXC

«IMb»ullBarcodeEncoded»

SIMID «SIMID»

«notice »ncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

I wish to opt out of this case and hereby request exclusion. The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves this settlement, then even if I request exclusion from the settlement, I understand that I still will receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims. A request for exclusion will preserve my right to individually pursue only the remaining class claims.

Last Name First Name Middle Initial

Address City, State, ZIP Code

Telephone Number Last Four Digits of Social Security Number

Signature Date

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE

Alcaraz v. iRhythm Technologies, Inc, Caso No. 30-2021-01177810-CU-OE-CXC

[Asignado a Su Sría. Randall J. Sherman en el Departamento CX105 a todos los efectos]

Si es o fue un empleado o ex empleado del Demandado iRHYTHM TECHNOLOGIES, INC. que trabajó en California como empleado no exento por hora en cualquier momento entre el 8 de enero del 2017 y el 31 de octubre del 2023, puede tener derecho a recibir dinero de un acuerdo de acción de clase.

Una Corte aprobó esta notificación. No se trata de un anuncio.

Usted no está siendo demandado. Sus derechos legales se ven afectados ya sea que usted actúe o no.

LEA ESTA NOTIFICACIÓN.

QUÉ INCLUYE ESTA NOTIFICACIÓN

- | | | |
|----|--|----------|
| 1. | ¿Por qué debería leer esta notificación?..... | Página 1 |
| 2. | ¿De qué se trata este caso?..... | Página 1 |
| 3. | ¿Qué proporciona el Acuerdo? | Página 2 |
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| 5. | ¿Cuáles son mis derechos? ¿Cómo se verán afectados mis derechos? | Página 3 |
| 6. | ¿Quiénes son los Abogados que representan a las Partes? | Página 5 |
| 7. | ¿Cómo se pagará a los Abogados de la Clase y sus costos? | Página 5 |

1. ¿Por qué debería leer esta notificación?

El 8 de enero del 2021, el Demandante Juan Alcaraz (“Demandante”) presentó una demanda civil en virtud de la Ley de Procuraduría General Privada del Código Laboral de California contra su ex empleador iRhythm Technologies, Inc. (en adelante, “iRhythm”). Posteriormente, el 29 de marzo del 2022, el Demandante modificó la Demanda para presentar una demanda de acción de clase putativa. Esta Notificación describe el juicio y explica sus derechos en el acuerdo. Usted recibió esta Notificación porque los registros indican que usted es un Miembro de la Clase. Los Miembros de la Clase incluyen a todos los empleados no exentos por hora que trabajaron para iRhythm en California en cualquier momento entre el 8 de enero del 2017 y el 31 de octubre del 2023.

Las Partes llegaron a un acuerdo de clase como un compromiso para resolver los reclamos individuales y de representación del Demandante, sujeto a la aprobación de la Corte. El 31 de octubre del 2023, la Corte Superior del Condado de Orange aprobó de manera preliminar el acuerdo de acción de clase y ha ordenado que se le brinde esta Notificación. ***La Corte no ha determinado quién tiene razón o está equivocado en este juicio.***

2. ¿De qué se trata esta causa?

El Demandante afirmó reclamos contra iRhythm en nombre de todos los empleados actuales y ex empleados no exentos por hora que trabajaron para iRhythm en California por: (a) salarios por horas extra impagos; (b) salarios mínimos impagos; (c) no pagar salarios por horas extra a la tarifa legal por horas extra; (d) no proporcionar períodos de comida que cumplan con la ley; (e) no proporcionar períodos de descanso que cumplan con la ley; (f) no pagar de inmediato todos los salarios adeudados y pagaderos al momento de la desvinculación o el despido de un empleado; (g) no emitir talones de cheque debidamente desglosados; (h) violaciones del Código de Negocios y Profesiones de California; e (i) violaciones de la Ley de Procuraduría General Privada del 2004 (“PAGA”).

iRhythm niega todo acto ilícito y responsabilidad. iRhythm sostiene que realizó negocios y compensó a los empleados de acuerdo con las leyes del Estado de California. iRhythm sostiene que no tiene ninguna responsabilidad por ninguno de los reclamos en virtud de una ley, orden salarial, Common Law o teoría del sistema del Equity. La Corte no se ha pronunciado sobre el fondo de los reclamos del Demandante

3. ¿Qué dispone el acuerdo?

Como parte de los términos del acuerdo, a cambio de una exoneración de clase de los reclamos afirmados por el Demandante, iRhythm pagará \$410,706.77 (Valor Bruto del Fondo), incluidos honorarios de abogados, costos, costos del administrador del acuerdo externo, el aumento en el pago al representante de la clase, el pago a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California, y el pago a los Miembros Participantes de la Clase. El Demandante solicitará del Valor Bruto del Fondo: (1) \$136,902.26 en concepto de honorarios de abogados, (2) hasta \$15,000 en concepto de costos, (3) hasta \$12,000 en concepto de costos de administración del acuerdo para pagar al administrador del acuerdo Simpluris, (4) hasta \$5,000 como aumento en el pago por servicios prestados al Demandante y Representante de la Clase Juan Alcaraz, y (5) un pago en virtud de la PAGA de \$16,000, de los cuales \$4,000 se distribuirán a los Miembros de la Clase y \$12,000 se pagarán a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California. Después de las deducciones de todos los importes anteriores, el importe restante se distribuirá como Adjudicaciones del Acuerdo a los Miembros Participantes de la Clase (Valor Neto del Fondo). El Valor Neto del Fondo se dividirá por todas las Semanas de Trabajo Totales de los Miembros de la Clase para obtener el Número de Unidad de Semana de Trabajo. El Administrador del Acuerdo calculará la Adjudicación Individual del Acuerdo de cada Miembro de la Clase multiplicando sus Unidades de Semanas de Trabajo Totales por el Número de Unidad de Semana de Trabajo. Sus “Unidades de Semanas de Trabajo Totales” se refiere a la suma (con un multiplicador negativo en cuanto a ciertas semanas de trabajo cuando corresponda, según se explica a continuación) de todas las semanas de trabajo que estuvo empleado durante el Período de la Clase. El Administrador del Acuerdo al calcular las Unidades de Semanas de Trabajo Totales para usted utilizará la siguiente fórmula: (1) las semanas de trabajo entre el 8 de enero del 2017 y el 23 de enero del 2021 recibirán un valor de uno por cada semana de trabajo; (2) en el caso de las semanas de trabajo entre el 24 de enero del 2021 y el 31 de octubre del 2023, esas semanas de trabajo tendrán un valor de 0.25 del valor de las semanas de trabajo que ocurrieron durante la parte del Período de la Clase que precedió al 24 de enero del 2021 (es decir, aplicar un multiplicador negativo de 0.25) para tener en cuenta los cambios positivos en salarios y políticas por parte del Demandado a partir del 24 de enero del 2021. Por ejemplo, si un Miembro de la Clase trabajó 12 semanas de trabajo antes del 24 de enero del 2021 y 40 semanas de trabajo a partir del 24 de enero del 2021, calcularía las Unidades de Semanas de Trabajo Totales de estos miembros de la clase de la siguiente manera: Para las 12 semanas de trabajo anteriores al 24 de enero del 2021, obtendrían 12 unidades y para las 40 semanas de trabajo a partir del 24 de enero del 2021, obtendrían 10 unidades ($40 \times .25$) [como resultado del multiplicador negativo para las semanas que ocurrieron a partir del 24 de enero del 2021] y, por lo tanto, sus Unidades de Semanas de Trabajo Totales serían 22 [12 más 10].

El pago individual del acuerdo para los Empleados Agraviados se calculará de la siguiente manera: El Administrador del Acuerdo recibirá los Períodos de Pago en virtud de la PAGA Totales de los miembros de la PAGA y los Períodos de Pago de cada Empleado Agraviado individual en función de la Lista de la Clase y el Informe de Datos, que se presumirá que son correctos. Estos términos se definen a continuación. Empleado/Empleados Agraviados significa y se refiere a todos los empleados actuales y exempleados del Demandado iRhythm Technologies, Inc. que trabajaron en California como empleados no exentos por hora durante el Período de la PAGA. Período de la PAGA significa y se refiere al período comprendido entre el 26 de octubre del 2019 y la fecha en que la Corte dicte una orden de homologación preliminar de este acuerdo. El Período de Pago de la PAGA significará y hará referencia al período de tiempo de incrementos de dos semanas durante el empleo de un miembro de la PAGA. El Importe Semanal del Acuerdo en virtud de la PAGA significará y se referirá al importe que el Administrador del Acuerdo calculará a partir del Pago de cada Miembro de la PAGA multiplicando sus Períodos de Pago en virtud de la PAGA por el importe del Pago en virtud de la PAGA.

Los registros de iRhythm indican que estuvo empleado durante «MERGED_Class_WW_CALC» Semanas de Trabajo Totales durante el Período de la Clase comprendido entre el 8 de enero del 2017 y el 31 de octubre del 2023.

Con base en esta estimación y los registros de iRhythm, y aplicando la fórmula anterior, su Adjudicación del Acuerdo estimada es de \$«MERGED_ClassEstSettAmnt_CALC».

Los registros de iRhythm indican que usted estuvo empleado durante «MERGED_PayPeriods_CALC» Períodos de Pago en virtud de la PAGA Totales durante el Período de la PAGA comprendido entre el 26 de octubre del 2019 y el 31 de octubre del 2023.

Con base en esta estimación y los registros de iRhythm, y aplicando la fórmula anterior, su Adjudicación del Acuerdo estimada en virtud de la PAGA es de \$«MERGED_PAGAEstSettAmnt_CALC».

Si disputa su cantidad de Semanas de Trabajo Totales, debe comunicarse con el Administrador del Acuerdo y notificarle por escrito sobre la cantidad de Semanas de Trabajo que cree que estuvo empleado y proporcionar toda documentación de respaldo. Si no proporciona documentos, su pago del acuerdo se calculará de acuerdo con los registros de iRhythm. La disputa debe enviarse a la dirección del Administrador del Acuerdo que se indica en esta Notificación y debe tener sello postal del 19 de enero del 2024 o una fecha anterior. Es también su responsabilidad que la dirección que tenga registrada el Administrador de la Conciliación esté actualizada, para asegurarse de recibir su Adjudicación de la Conciliación.

Sujeto a la aprobación de la Corte, no necesita tomar ninguna otra acción para recibir dinero de este acuerdo.

4. ¿Qué es el Acuerdo de Acción de Clase?

En un juicio de acción de clase, una persona llamada “Demandante” o “Representante de la Clase” demanda en nombre de otras personas que pueden tener reclamos similares. En este caso, el Demandante es Juan Alcaraz. Todas las personas que trabajaron para iRhythm como empleados no exentos durante el Período de la Clase son una “Clase” o “Miembros de la Clase”. La compañía a la que demandó se denomina Demandado. En este caso, el Demandado es iRhythm Technologies, Inc. Una Corte resuelve las cuestiones para todos en la Clase, excepto para aquellas personas que opten por excluirse de la Clase. En este caso, la Corte es la Corte Superior del Condado de Orange.

5. ¿Cuáles son mis derechos? ¿Cómo se verán afectados mis derechos por el Acuerdo de Clase?

Participar en el Acuerdo

En virtud del acuerdo, usted recibirá **automáticamente** un pago del acuerdo a menos que se excluya siguiendo el procedimiento de exclusión que se establece a continuación. Si la Corte lo aprueba, el Acuerdo y la exoneración serán vinculantes para todos los Miembros Participantes de la Clase que no se excluyan oportunamente del acuerdo. Incluso si se opone y decide no participar, aún recibirá un pago en virtud de la PAGA y quedará obligado por la exoneración de todos los reclamos en virtud DE la PAGA en cuestión en este caso.

Si usted es un empleado actual de iRhythm, su decisión sobre si participar o no en este acuerdo **no** afectará su empleo con iRhythm.

Excluirse del Acuerdo

Si desea ser excluido de la participación en el Acuerdo, debe enviar por correo una declaración escrita al Administrador del Acuerdo, a la dirección a continuación, solicitando ser excluido del Acuerdo. Para que se considere válida, su solicitud de exclusión debe realizarse por escrito, estar firmada por usted y contener su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social. Su solicitud de exclusión también debe indicar claramente su deseo de ser excluido de la Conciliación. Para que se considere oportuna, su solicitud de exclusión debe enviarse por correo de primera clase o equivalente y tener sello postal del 19 de enero del 2024, como máximo. La fecha del sello postal que se encuentre en el sobre de envío será la forma exclusiva utilizada para determinar si una solicitud de exclusión se ha presentado a tiempo. Las solicitudes de exclusión tardías no serán consideradas.

Si presenta una solicitud de exclusión válida y oportuna por escrito, dejará de ser un miembro de la Clase y no será elegible para recibir dinero en virtud del Acuerdo ni oponerse a los términos del Acuerdo, y no quedará obligado por los términos del Acuerdo, con una excepción. Aún recibirá un pago en virtud de la PAGA y aún quedará obligado por la exoneración de cualquier reclamo que pueda tener en virtud de la PAGA.

Puede excluirse utilizando el formulario adjunto a esta notificación.

Oponerse al Acuerdo

Si desea oponerse al Acuerdo, puede informar a la Corte sobre su oposición indicando por qué se opone al acuerdo. Su oposición debe indicar su nombre completo, los últimos cuatro dígitos de su número de seguro social, las fechas de empleo, dirección y número de teléfono, una declaración que proporcione los fundamentos de sus oposiciones, una declaración que indique si planea dirigirse a la Corte en la Audiencia de Homologación Definitiva del Acuerdo, y cualquier escrito, documento, o memorando legal que proponga presentar a la Corte. La oposición debe enviarse por correo al Administrador del Acuerdo a la dirección que se indica a continuación, y debe tener sello postal del 20 de enero del 2024 o una fecha anterior.

También puede, si lo desea, comparecer en la Audiencia de Homologación Definitiva del Acuerdo el 8 de marzo del 2024 a las 10:00 a.m. en el Departamento CX105 de la Corte Superior del Condado de Orange para hablar sobre sus oposiciones con la Corte y las Partes, independientemente de si presentó o no una oposición por escrito al Administrador del Acuerdo. La Audiencia de Homologación Definitiva del Acuerdo podrá suspenderse hasta otra fecha sin previo aviso. Si se opone al acuerdo, aún podrá recibir su parte del importe del acuerdo si la Corte aprueba el acuerdo a pesar de las oposiciones.

Efecto del Acuerdo sobre sus derechos

Si la Corte aprueba el acuerdo propuesto, la Corte dictará una Sentencia y, al dictar la Sentencia, todos los Miembros Participantes de la Clase durante el Período de la Clase exonerarán y liberarán completa y definitivamente al Demandado iRhythm Technologies, Inc. y sus sucesores en interés, controlantes, subsidiarias y corporaciones relacionadas o afiliadas, pasados, presentes, o futuros y sus respectivos funcionarios, directores accionistas, empleados, agentes, mandantes, herederos, empleadores conjuntos, agencias de dotación de personal, representantes, contadores, auditores, abogados, consultores, aseguradoras y reaseguradores pasados, presentes o futuros, y cada uno de sus sucesores y predecesores en interés, subsidiarias, afiliadas, controlantes y cada uno de sus planes de beneficios del empleado patrocinados por la compañía, y todos sus respectivos funcionarios, directores, propietarios, empleados, administradores, fiduciarios, fideicomisarios y agentes (“Partes Exoneradas”) de todos los reclamos, derechos, demandas, responsabilidades, daños, honorarios de abogados, costos y causas de acción de toda naturaleza y descripción, que surjan de todos y cada uno de los reclamos que se afirmaron en la Acción o que podrían haberse afirmado sobre la base de los hechos alegados en la Acción, y que surjan durante el Período de la Clase de este acuerdo, incluidos los reclamos legales, constitucionales o del *Common Law* por salarios, daños, costos impagos, daños liquidados, sanciones, intereses, honorarios de abogados, costos de litigación, restitución, reparación disponible en el sistema del *Equity*, u otra reparación en virtud de los Artículos 17200 et seq. del Código de Negocios y Profesiones de California en función de las siguientes categorías de alegaciones, según se establece en la demanda vigente: (a) todos los reclamos por salarios por horas extra impagos; (b) todos los reclamos por salarios mínimos impagos; (c) todos los reclamos por no pagar salarios por horas extra a la tarifa legal de pago por horas extra; (d) todos los reclamos por no proporcionar períodos de comida que cumplieran con las disposiciones legales; (e) todos los reclamos por no autorizar ni permitir períodos de descanso que cumplieran con las disposiciones legales; (f) todos los reclamos por no pagar de inmediato todos los salarios adeudados y pagaderos al momento de la desvinculación o despido de un empleado; (g) todos los reclamos por no emitir talones de cheque debidamente desglosados; (h) todos los reclamos por competencia desleal o prácticas comerciales desleales conforme al Código de Negocios y Profesiones de California sobre la base de los reclamos anteriores; (i) todos los reclamos por todas y cada una de las sanciones conforme al Código Laboral de California y/o la Ley de Procuraduría General Privada de 2004 con base en los reclamos anteriores.

Si la Corte aprueba definitivamente el Acuerdo, los cheques del Acuerdo se enviarán por correo a los Miembros de la Clase que no se hayan excluido del Acuerdo. La notificación de la sentencia definitiva será publicada en la página web del Administrador del Acuerdo.

Los fondos representados por los cheques del Acuerdo devueltos como no entregables y los cheques del Acuerdo que permanezcan sin cobrar durante más de 180 días después de su emisión (en conjunto, “Cheques del Acuerdo no cobrados”) se distribuirán al Controlador del Estado de California para que se mantengan de conformidad con la Ley de Propiedad No Reclamada, artículos 1500 et seq. del Código Procesal Civil de California en beneficio de aquellos Miembros de la Clase del Acuerdo que no cobraron sus cheques hasta que reclamen su propiedad.

6. ¿Quiénes son los abogados que representan a las partes?

Los Abogados de la Clase, designados y aprobados por la Corte únicamente para el acuerdo, representarán a la Clase y a usted. Sin embargo, puede elegir que lo represente su propio abogado a su propio costo.

Los abogados del Demandante y de la Clase son:

Bruce Kokozyan, Esq.
KOKOZIAN LAW FIRM, APC
10940 Wilshire Blvd., Suite 1200
Los Angeles, CA 90024
Teléfono (323) 857-5900

Los abogados del Demandado son:

Troy A. Valdez, Esq.
Tom Lin, Esq.
DLA Piper LLP (EE. UU.)
555 Mission Street, Suite 2400
San Francisco, California 94105

7. ¿Cómo se pagará a los abogados de la clase y sus costos?

El Abogado de la Clase solicita una adjudicación de la Corte en concepto de honorarios de abogados de hasta \$136,902.26 y costos de litigación documentados de hasta \$15,000. Juan Alcaraz solicita a la Corte un aumento en el pago por sus servicios de hasta \$5,000. Los montos reales adjudicados serán determinados por la Corte.

Si necesita más información o tiene alguna pregunta, puede comunicarse con el Administrador del Acuerdo al número de teléfono que se indica a continuación.

Alcaraz v. iRhythm Technologies, Inc.
c/o Settlement Administrator
PO Box 26170
Santa Ana, CA 92799
Tel: (866) 609-2716

**NO SE COMUNIQUE CON LA CORTE
PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.**

EXCLUSIÓN DE LA PARTE DE ACCIÓN DE CLASE DEL ACUERDO
[Por favor, ingrese toda la información claramente en letra de imprenta]

Asunto: *Alcaraz v. iRhythm Technologies, Inc.*, Caso No. 30-2021-01177810-CU-OE-CXC

«IMb»ullBarcodeEncoded»

SIMID «SIMID»

«notice »ncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

Deseo excluirme de este caso y por el presente solicito la exclusión. El acuerdo propuesto incluye la resolución de reclamos por sanciones civiles en virtud de la PAGA. Un empleado no puede solicitar la exclusión del acuerdo de un reclamo en virtud de la PAGA. Por lo tanto, si la corte aprueba este acuerdo, incluso si solicito la exclusión del acuerdo, entiendo que aún recibiré una parte individual del acuerdo por los reclamos en virtud de la PAGA y se considerará que exoneré los reclamos en virtud de la PAGA. Una solicitud de exclusión preservará mi derecho a presentar individualmente solo los reclamos restantes de la clase.

Apellido

Nombre

Inicial del segundo nombre

Dirección

ciudad, estado, código postal

Número de teléfono

Últimos cuatro dígitos del número de Seguro Social

Firma

Fecha

Exhibit “2”

Alcaraz v. iRhythm Technologies, Inc.
OC Superior Court Case No. 30-2021-01177810-CU-OE-CXC
Itemization of Costs

Vendor	Description	Amount
OC Sup. Ct.	Filing fee - Motion for Preliminary Approval	\$60.00
OC Sup. Ct.	Filing fee - Motion for Final Approval	\$60.00
OC Sup. Ct.	Stipulation and Order	\$20.00
OC Sup. Ct.	Order downloads	\$15.00
LWDA	PAGA Fee	\$75.00
DDS	Process service	\$107.80
One Legal	Electronic Filing & Service, Court Messenger	\$923.09
USPS	Postage	\$159.46
David Phillips, Esq.	Mediation	\$7,450.00
CPT Group	Belaire West mailing	\$521.50
Berger Consulting	Expert	\$1,125.00
	Copies (.50 x893 copies)	\$446.50
	TOTAL	\$10,963.35

Exhibit “3”

Alcaraz v. Irhythm Technologies, Inc.
Bruce Kokoian time sheet

<u>Date</u>	<u>Subject Matter</u>	<u>Time</u>
9/21/2020	T/c with client	2.3
9/24/2020	Review file	3.5
9/25/2020	Review time records, stubs	2.1
10/22/2020	Review Docs provided by Defendant	6.5
10/23/2020	Research re LWDA letter	0.9
10/26/2020	LWDA letter	1.1
1/5/2021	Review docs prior to Complaint	2.4
1/6/2021	Civil Case cover sheet	0.4
1/6/2021	Prepared Complaint	4.9
1/6/2021	Summons	0.4
1/21/2021	Review Request for Product, Spec Rogs	1.5
2/10/2021	T/c with client	0.3
2/12/2021	Review D's answer	1.3
3/17/2021	Review D's responses to Spec Rog	3.3
3/17/2021	Review D's responses to RPD	2.2
4/8/2021	Email from D's counsel	0.1
4/12/2021	Review proposed protective order	1.4
4/13/2021	Review D's draft to Belaire letter	0.9
4/26/2021	EM from d's counse	0.2
5/6/2021	EM from d's counse	0.1
5/7/2021	Review Bel Aire West notice for admin	0.5
5/10/2021	Finalize Bel Aire letter	0.4
5/10/2021	T/c with client	0.4
5/14/2021	EM from admin	0.1
5/17/2021	EM from d's counse	0.1
5/21/2021	Em from admin	0.1
5/24/2021	EM from admin for Belaire West	0.2
5/25/2021	EM from admin for Belaire West	0.1
7/22/2021	EM from d's counse	0.2
7/30/2021	EM from admin	0.1
8/2/2021	EM from admin	0.1
8/16/2021	Pepare survey for Bel Aire calls	3.4
8/17/2021	Pepare survey for Bel Aire calls	3.6
9/21/2021	T/c with client	0.3
9/23/2021	Review D supp responses to RFP	2.5
9/23/2021	Review D' sup response to Spec Rogs	1.8
9/30/2021	Analyze docs produced - summary	4.8

Alcaraz v. Irhythm Technologies, Inc.
Bruce Kokozyan time sheet

<u>Date</u>	<u>Subject Matter</u>	<u>Time</u>
10/4/2021	Analysis of data	4.9
10/5/2021	Analysis of data	4.7
10/19/2021	EM from def counsel	0.1
10/28/2021	EM from d counsel	0.1
10/28/2021	Review D's 2nd supp responses to RFP	1.9
12/6/2021	Research re possible mediators	0.4
12/9/2021	Summarize plaintiff's depo	4.5
12/10/2021	Summarize plaintiff's depo	5.3
12/13/2021	Review Bel Aire West call history	2
1/10/2022	Research law for mediation brief	2.3
1/11/2022	t/c Plaintiff	0.4
1/17/2022	Prep mediation brief	5.9
2/1/2022	Prep mediation brief	4.3
2/2/2022	Analysis of data	2.8
2/23/2022	Finalize mediation brief	3.4
2/25/2022	Review /Analyze D's mediation brrief	5.2
3/3/2022	Prep for mediation	2.5
3/4/2022	Mediation	5.8
3/4/2022	t/c Plaintiff	0.3
3/7/2022	t/c Plaintiff	0.3
3/10/2022	Prep FAC	3.8
4/8/2022	Draft Stip and Settlement	3.4
4/11/2022	Draft Stip and Settlement	5.5
4/12/2022	Draft Stip and Settlement	2.2
4/12/2022	EM to D's counsel	0.3
4/20/2022	EM From def counsel	0.1
4/21/2022	Review d's edit to long form	1.6
4/21/2022	EM to D's counsel	0.4
4/21/2022	Review and finalize settlement docs	2.8
4/22/2022	EM From def counsel	0.1
4/26/2022	Draft notice to class	3.8
4/26/2022	EM to D's counsel	0.1
4/28/2022	t/c Plaintiff	0.5
4/28/2022	EM to D's counsel	0.1
4/28/2022	Finalize Notice	1.2
5/8/2022	Dec of Bruce Kokozyan	4.3
5/8/2022	Dec of Bruce Kokozyan	5.5
5/9/2022	Motion for Prelim app	4.2

Alcaraz v. Irhythm Technologies, Inc.
Bruce Kokoian time sheet

<u>Date</u>	<u>Subject Matter</u>	<u>Time</u>
5/9/2022	t/c Plaintiff	0.4
5/9/2022	Dec of Plaintiff for prelim app	1.5
5/10/2022	Motion for Prelim app	8
5/10/2022	Proposed Order re prelim app	1.8
6/8/2023	Prep for hearing mtn for prelim app	2.4
6/9/2023	Hearing on Prelim app	0.5
6/9/2023	Notice of Ruling	0.3
6/9/2023	Review Ct ruling and amend	3.4
6/21/2023	Def email	0.2
6/21/2023	Review amendment to agreement	1.6
7/20/2023	t/c Plaintiff	0.4
8/23/2023	Review Court's tentative ruling	1.5
8/23/2023	Amendment to Agreement	2.1
8/23/2023	Edits to Class notice per tentative	1.2
9/6/2023	Def counsel email re edits to Notic	0.9
9/6/2023	Edits to Notice per Court ruling	0.6
9/7/2023	Def counsel email re edits to Notic otice	0.2
9/11/2023	Finalize 2nd amendment to agreement	0.9
9/18/2023	t/c Plaintiff re 2nd amendment	0.5
10/25/2023	Review Court's tentative ruling	0.9
10/25/2023	Make edits to Opt Out; Notice per Order	1.1
10/27/2023	Prepare Proposed Order for prelim app	1.8
10/27/2023	EM to defense counsel	0.2
11/6/2023	EM to claims admin	0.3
11/15/2023	Em from def counsel	0.1
11/20/2023	Review Notice from admin	1.3
11/28/2023	EM from admin	0.5
2/5/2024	EM to admin	0.1
2/5/2024	Prep Mtn for final app	6.1
2/6/2024	Review dec of Admin	1.2
2/6/2024	EM to admin	0.4
2/6/2024	Dec BK final app with exhibits	5.9
2/6/2024	Dec of PI for final app	0.9
2/8/2024	EM to admin	0.3
2/8/2024	Review dec of Admin	0.4
2/8/2024	Finalize dec for final approval	2.9
2/9/2024	Finalize mtn for final approval	2.5
2/9/2024	Prep Proposed Order and Judgment	<u>3.1</u>
Total hours		209.9

Exhibit “4”

Daily Journal

www.dailyjournal.com

VOL. 125 NO. 135

FRIDAY, AUGUST 10, 2012

Associate billing rates start climbing again

Average rates going back up after stagnation brought on by recession

By Kevin Lee
Daily Journal Staff Writer

Average law firm billing rates are back on the rise after stagnating somewhat in the years following the 2008 financial crisis. But most of the action is taking place in associate billing rates, which jumped 7.5 percent in the first half of the year compared to the same period in 2011, more than twice the average rate increase in partner billing rates nationwide.

Industry experts say the discrepancy appears to be the market correcting itself after firms sloughed off associates and froze associate hiring in 2009 and 2010.

Partner billing rates, by comparison, rose 3.4 percent in the first half of the year compared to the year-earlier period, according to the latest research by Valeo Partners LLC, a Washington D.C.-based consulting firm.

Valeo compiled data on the billing rates of lawyers at 550 U.S. law firms through publicly available documents, such as court filings, fee applications and disclosure statements submitted to federal agencies.

Chuck Chandler, a Valeo co-founder and partner, said this year's rate increases were instituted to offset the lack of rate movement during the recession.

"The associates took the hit after 2008. Some firms laid off as much as 10 percent of their associates, delayed hiring new classes and froze compensation," he said. "Naturally, billing rates were slow to increase during that period."

For the first six months of this year, California markets all saw associate rate increases below the national average. Associates in San Francisco and Silicon Valley together claimed the highest average rate increase of the California markets — 7.3 percent.

"Northern California has all of the social media, the technology companies, which creates a lot of dealmaking and IPOs and also good fees and hourly rates," Chandler said.

By comparison, Los Angeles associates saw their rates go up an average of 6.6 percent. In San Diego, associate rates rose 4.2 percent.

Law firms generally increase billing rates each year, according to Sheppard, Mullin, Richter & Hampton LLP partner Marc A. Sockol, who manages the firm's Palo Alto office.

"If inflation goes up 3 percent, so do our associate billing rates, because that is what covers rent, lights, computers, telephones, desks," Sockol said. "During those first couple years of this recession, we chose not to

Average Law Firm Billing Rates

Location	Position	2012	2011	Percent Increase
Los Angeles	Partner	\$797	\$766	4.0%
	Associate	\$550	\$516	6.6%
San Diego	Partner	\$568	\$568	0%
	Associate	\$394	\$378	4.2%
San Francisco	Partner	\$675	\$654	3.2%
	Associate	\$482	\$449	7.3%
National	Partner	\$750	\$725	3.4%
	Associate	\$495	\$460	7.5%

Source: Valeo 2012 Halftime Report

Associate billing rates going up

Continued from page 1

boost our billing rates."

Sockol declined to provide specific billing rates but said the firm varies its associate rates by practice group and geography. For 2012, the firm raised associate billing rates roughly 3 percent, he said.

James G. Leipold, executive director of the National Association for Law Placement in Washington D.C., said the jump in billing rates results from the overall decrease of associates at law firms, especially at large law firms. Large law firms, which are the biggest employers of junior lawyers, are relying less on partnership-track associates and more on staff lawyers, paralegals and contract lawyers.

NALP data reveals that from 2008 to 2011, large law firms on average hired entry-level associates at an

annual starting salary of \$160,000. Some law firms cut their starting salaries to \$145,000 during that time but not many. Leipold said he thought more firms would follow suit.

"If inflation goes up 3 percent, so do our associate billing rates, because that is what covers rent, lights, computers, telephones, desks."

— Marc A. Sockol

"What we saw was that law firms reduced their associate class sizes dramatically, but they didn't reduce their pay," Leipold said. "They just

provided many fewer jobs."

Some large firms have turned to creating nonpartnership-track staff lawyer positions for new classes of junior lawyers, whose billing rates and compensation are lower than those of partnership-track associates.

Law firms can then maintain or increase the billing rates for the small number of associates on the partnership track, knowing they can turn to their staff lawyers, paralegals or contract lawyers to drive down the cost of legal services for clients.

"I think you'll see that [approach] more in the next couple of years," Leipold said. "It's another way for them to bring the salary structure back down and meet the cost-containment demands of clients and use people more efficiently."

kevin_lee@dailyjournal.com

Exhibit “5”

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

**DECLARATION OF JUAN ALCARAZ IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 8, 2024
Time: 10:00 AM
Dept: CX105

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

DECLARATION OF JUAN ALCARAZ IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS SETTLEMENT

I, JUAN ALCARAZ, declare:

1. I am an adult over the age of eighteen (18) years old. I am the Class Representative who filed this lawsuit on behalf of the class which is the subject of this action. This declaration is based on my personal knowledge, and if called as a witness, I would and could competently testify to these facts.

1 2. I worked for Defendant Irhythm Technologies, Inc. (“Defendant” and/or the
2 “Company”) as a non-exempt employee during the Class Period and worked under the same
3 policies and procedures and suffered the same violations as all other putative class members.

4 3. I am familiar with the work involved in prosecuting this Class Action against my
5 former employer. I have had numerous in-person and telephonic meetings with my attorneys. I am
6 familiar with the client meetings, informal discovery conducted, and settlement discussions.

7 4. I participated actively in this litigation including informal discovery meetings,
8 witness information discussions, and have participated in all other stages of the litigation up to and
9 including preparation for mediation, and preliminary approval of class action settlement on behalf
10 of the Class. I was also deposed in this matter and was ready, willing and able to testify at trial.

11 5. I believe that the Class Action Settlement obtained on behalf of the Class is
12 excellent in view of the issues and risks involved with the case.

13 6. It is my opinion that a fair and adequate Class Representative Service Award for
14 myself is Five Thousand Dollars (\$5,000). I believe that is fair and reasonable in view of all the
15 work which I have performed as a Class Representative.

16 7. I estimate that I have spent approximately over fifty (50) hours dealing with these
17 issues on my own and in consultation with Class Counsel regarding the issues raised in the action.
18 I have remained in contact with my attorneys throughout the litigation and the settlement process.
19 I provided all of the documents in my possession, reviewed numerous pages of documents
20 produced by Defendant. I believe I have been diligent and acted above and beyond that which is
21 expected of a Class Representative throughout all stages of the litigation, up to and including
22 approval of class action settlement. I always maintained the best interests of the Class while
23 performing my Class Representative duties.

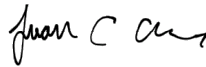
24 8. Furthermore, it is my opinion that a Five Thousand Dollars (\$5,000) Class
25 Representative Service Award for myself is fair, reasonable and adequate because in addition to
26 the many hours spent participating in the prosecution of this case, I accepted the potential risk of
27 being liable for the opposing parties’ costs if we were unsuccessful in this lawsuit. I understand
28 these costs could be thousands of dollars based on likely lengthy and expensive litigation ensuing

1 for several years and I believed in this case and was willing to risk this to be the lead plaintiff and
2 pursue this class action litigation. Further, I realize being a named Plaintiff in a lawsuit against an
3 employer could affect my future employment opportunities.

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

6
7 2/6/2024

8 Executed _____, 2024, at Long Beach, California.

9 

10 _____
JUAN ALCARAZ