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JUAN ALCARAZ, on behalf
of all other similarly situated aggrieved employees

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

JUAN ALCARAZ, on behalf
of all other similarly situated aggrieved
employees

Plaintiffs,

v.

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

Defendants.

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

**AMENDMENT TO JOINT STIPULATION OF
CLASS ACTION SETTLEMENT**

Date: August 24, 2023
Time: 10:00 AM
Dept: CX105

Reservation Number: 73962642

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

1 **AMENDED TO JOINT JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 The Class Action and PAGA Settlement Agreement (“Agreement”) made by and between
3 plaintiff JUAN ALCARAZ (“Plaintiff”) and IRHYTHM TECHNOLOGIES, INC (“Defendant”) is
4 hereby amended as follows:

5 1. After Paragraph 2, insert the following:

6 Aggrieved Employee/Employees means and refers to and consists of all current and former
7 employees of Defendant iRhythm Technologies, Inc. who were employed in California as nonexempt
8 hourly paid employees during the PAGA PERIOD.

9 2. After Paragraph 24, insert the following:

10 PAGA PERIOD means and refers to the period from October 26, 2019 through the date the Court
11 enters an order for preliminary approval of this settlement.

12 PAGA Pay Period shall mean and refer to the time period of two week increments during a
13 PAGA members’ employment.

14 PAGA Weekly Settlement Amount shall mean and refer to the amount the Settlement
15 Administrator will calculate from each PAGA MEMBERS’ PAGA MEMBER’S PAYMENT by
16 multiplying his or her PAGA Pay Periods by the amount of the PAGA PAYMENT.

17 3. Section II, Paragraph 14(b) after the language “Any Class Member who requests an
18 exclusion from the Class will not be entitled to any recovery under the Settlement and will not be
19 bound by the Settlement or have any right to object, appeal or comment thereon”, is amended by
20 inserting the following, “However, any AGGRIEVED EMPLOYEE who opts out/requests exclusion
21 from the Settlement shall still be entitled to and shall receive their share of the PAGA PAYMENT and
22 still be bound by the release of all claims under PAGA.”

23 4. The language contained in Section II, Paragraph 14(c) which reads, “If they cannot
24 agree, the Settlement Administrator shall make the final determination of whether or not a workweek
25 adjustment is warranted and that determination shall be conclusive, final and binding on all Parties,
26 including all Class Members.” is deleted and replaced with, “If they cannot agree, the Court shall make
27 the final determination of whether or not a workweek adjustment is warranted.”

28 5. In Section II Paragraph 12(h), the following language shall be inserted:

1 The individual settlement payment for PAGA members shall be calculated as a
2 follows: The Settlement Administrator will be provided both PAGA members Total
3 PAGA Pay Periods as defined above and each individual PAGA members individual
4 Pay Periods as defined above, supra, based on the Class List and Data Report, which
5 shall be presumed to be correct.

6 The settlement administrator shall divide the aggrieved employees' portion of
7 the PAGA Payment by the number of Total PAGA Pay Periods within the PAGA
8 PERIOD to get the PAGA Weekly Settlement Amount.

9 The Settlement Administrator will calculate each PAGA MEMBERS' PAGA
10 MEMBER'S PAYMENT by multiplying his or her Pay Periods as defined above in
11 Section I, Paragraph 43, times the PAGA Weekly settlement amount. Each PAGA
12 Member's estimated PAGA MEMBER's PAYMENT shall be indicated on the Notice.

13 Even if a PAGA Member opts out of being a class member, they are still a
14 PAGA Member and still shall receive any PAGA MEMBER'S PAYMENT that they
15 are entitled to. For the avoidance of doubt, no PAGA Member may opt out of the
16 settlement and release of the PAGA claim.

17 Each PAGA MEMBERS' PAYMENT shall be allocated as 100 percent
18 penalties and shall be reported on an IRS Form-1099 by the Claims Administrator

19 No person shall have any claim against Defendant, Defendant's Counsel, the
20 Named Plaintiffs, Plaintiffs, the Class, Class Counsel, or the Settlement
21 Administrator based on any errors or omissions in the distributions and payments that
22 are required to be made in accordance with the terms of this Agreement.

23 6. All references to "Section III" in the Agreement shall be changed to "Section II"
24 including in the Introduction Paragraphs 3, 19, and 29, and Section II Paragraphs 11(c), 11(d), 12(a)
25 19, 23(d), and 23(e).

26 7. In Section II Paragraph 13(d) the following language shall be inserted at the end of the
27 paragraph:
28

Any Class Member who receives a remailing of a forwarded or re-mailed Class Notice, shall have at least twenty-one days from the date of the forward or re-mailing to submit any objection or request for exclusion as described in Section II Paragraph 13 (c).

7/20/2023

Dated: _____

Juan C Alcaraz

Plaintiff JUAN ALCARAZ

Dated: 7/20/23

Bruce Kokozyan
Bruce Kokozyan
Kokozyan Law Firm, APC
Attorneys for Plaintiff JUAN ALCARAZ

Dated: 07/19/2023

DocuSigned by:
Brice Bobzien
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IRHYTHM TECHNOLOGIES, INC

By: Brice Bobzien

Its: Chief Financial Officer

Dated: 07/19/2023

[Signature]
Attorneys for Defendant
IRHYTHM TECHNOLOGIES, INC

