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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GLAZING EMPLOYERS AND GLAZIERS' UNION LOCAL #27 PENSION AND RETIREMENT FUND, on behalf of itself and all others similarly situated,

Plaintiff,

v.

IRHYTHM TECHNOLOGIES, INC., et al.,

Defendants.

Case No. 3:24-cv-706-JSC

DECLARATION OF KATHERINE M. SINDERSON IN SUPPORT OF LEAD PLAINTIFF'S MOTION FOR FINAL APPROVAL OF SETTLEMENT AND PLAN OF ALLOCATION

CLASS ACTION

Date: November 5, 2026
Time: 9:00 a.m.
Judge: Hon. Jacqueline Scott Corley

TABLE OF CONTENTS

Page

TABLE OF EXHIBITS iii

I. HISTORY OF THE ACTION 3

A. Background 3

B. Filing of the Initial Complaint 3

C. Appointment of Lead Plaintiff and Lead Counsel 4

D. Lead Plaintiff's Investigation and Filing of the Complaint 4

E. Defendants' Motion to Dismiss 5

F. Defendants' Motion for Judgment on the Pleadings 8

G. The Parties Conduct Extensive Fact Discovery 8

1. Document Discovery 11

2. Depositions 12

3. Discovery Disputes 13

H. Lead Plaintiff's Motion for Class Certification 14

I. Work with Experts 15

J. The Parties' Mediation Efforts and the Settlement of the Action 16

K. The Court Grants Preliminary Approval of the Settlement 17

II. THE RISKS OF THE LITIGATION 17

A. General Risks in Prosecuting Securities Class Actions 18

B. Specific Risks Concerning This Action 20

1. Risks Concerning Liability 20

2. Risks Concerning Loss Causation and Damages 22

3. Risks Related to Class Certification 23

C. The Settlement Amount Compared to Likely Maximum Damages That Could Be Proved At Trial 25

III. ALLOCATION OF THE PROCEEDS OF THE SETTLEMENT 27

IV. DISSEMINATION OF THE SETTLEMENT NOTICE AND REPORT ON CLAIMS RECEIVED.....31

V. CONCLUSION.....33

TABLE OF EXHIBITS

Exhibit 1	Declaration of David M. Murphy in Support of Lead Plaintiff's Motion for Final Approval of Settlement
Exhibit 2	Supplemental Declaration of Sarah Evans Concerning: (A) Mailing / Emailing of Notice and Claim Form; and (B) Report on Requests for Exclusion and Claims Received
Exhibit 3	[Proposed] Judgment Approving Class Action Settlement
Exhibit 4	[Proposed] Order Approving Plan of Allocation of Net Settlement Fund
Exhibit 5	[Proposed] Order Awarding Attorneys' Fees and Litigation Expenses

KATHERINE M. SINDERSON declares as follows:

1. I am a partner in the law firm of Bernstein Litowitz Berger & Grossmann LLP ("BLB&G" or "Lead Counsel"), counsel for Lead Plaintiff Oklahoma Firefighters Pension and Retirement System ("Oklahoma Firefighters" or "Lead Plaintiff") and Lead Counsel for the Settlement Class in the above-captioned action (the "Action"). I have personal knowledge of the matters set forth herein based on my active participation in all aspects of the prosecution and settlement of the Action.[1] I submit this Declaration in support of Lead Plaintiff's motion for final approval of the proposed class action settlement and for approval of the proposed plan of allocation of the settlement proceeds (the "Plan of Allocation").

2. The proposed Settlement provides for the resolution of all claims in the Action in exchange for a cash payment of $45,000,000, plus interest, for the benefit of the Settlement Class. The Settlement Amount has been paid into an escrow account and is earning interest. As detailed herein, the Settlement is a highly favorable outcome for the Settlement Class because it confers a substantial, certain, and near-term recovery for class members while avoiding the significant risks of continued litigation, including the risk that the Settlement Class could recover nothing or less than the Settlement Amount after years of additional litigation, appeals, and delay.

3. The proposed Settlement is the result of extensive efforts by Lead Counsel over two and a half years of hard-fought litigation on a fully contingent basis. These efforts included, among other things: (1) conducting a detailed investigation into the alleged fraud, including a thorough review of public information such as filings with the U.S. Securities and Exchange Commission ("SEC"), analyst reports, conference call transcripts, and news articles; consultation with experts; and interviews with dozens of former iRhythm employees; (2) researching and drafting a detailed Complaint based on Lead Counsel's extensive investigation; (3) successfully

[1] All capitalized terms that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated June 3, 2026 (Dkt. No. 147-1) (the "Stipulation"), which was entered into by and among (i) Lead Plaintiff, on behalf of itself and the Settlement Class, and (ii) defendants iRhythm Technologies, Inc. ("iRhythm") and its Chief Executive Officer, Quentin Blackford ("Defendants").

defeating in part Defendants' motion to dismiss the Complaint through extensive briefing and oral argument; (4) successfully defeating Defendants' motion for judgment on the pleadings; (5) fully briefing and arguing Lead Plaintiff's motion for certification of the class; (6) conducting substantial fact discovery which included exchanging initial disclosures, propounding thorough document requests, issuing subpoenas to eight non-parties, reviewing over 400,000 pages produced by Defendants and non-parties, and taking or defending seven depositions; (7) consulting with experts, including financial experts on issues of damages, loss causation, and market efficiency as well as experts on the regulation of medical devices by the Food and Drug Administration ("FDA"); and (8) engaging in extended arm's-length settlement negotiations overseen by an independent mediator. Due to these extensive efforts, Lead Plaintiff and Lead Counsel were well informed of the strengths and weaknesses of the claims and defenses in the Action at the time they achieved the proposed Settlement.

4. The $45 million Settlement was based on a mediator's recommendation made by an experienced mediator, David M. Murphy, of Phillips ADR Enterprises, following extensive mediation briefing, a full-day, in-person mediation session, and several weeks of continued negotiations following the mediation session. Mr. Murphy has submitted a declaration in support of the Settlement, which attests that "the Settlement reached by the Parties was the product of arm's-length, adversarial negotiation and that all parties were represented by seasoned, well-informed counsel." Declaration of David M. Murphy ("Murphy Decl."), attached hereto as Exhibit 1, at ¶ 10.

5. Lead Plaintiff, which actively participated in the Action and closely supervised the work of Lead Counsel, has endorsed approval of the Settlement. *See* Declaration of Chase Rankin, Executive Director of Oklahoma Firefighters Pension and Retirement System (Dkt. No. 157-1), at ¶¶ 5-7.

6. As discussed in further detail below, the proposed Plan of Allocation, which was developed with the assistance of Lead Plaintiff's damages expert, provides for the equitable distribution of the Net Settlement Fund to Settlement Class Members who submit Claim Forms

that are approved for payment by the Court on a *pro rata* basis fairly based on losses attributable to the alleged fraud.

7. For all the reasons discussed in this Declaration and in the accompanying motion, Lead Plaintiff and Lead Counsel respectfully submit that the Settlement and the Plan of Allocation are "fair, reasonable, and adequate," and that the Court should approve them under Federal Rule of Civil Procedure 23(e).

I. HISTORY OF THE ACTION[2]

A. Background

8. Defendant iRhythm is a healthcare company headquartered in San Francisco, California that develops and manufactures cardiac monitoring devices designed to diagnose abnormalities in the timing or pattern of a patient's heartbeat, known as arrhythmias. At all relevant times, iRhythm common stock traded on the Nasdaq Stock Market under the ticker symbol "IRTC."

9. This Action arises from alleged materially false and misleading statements or omissions by Defendants concerning iRhythm's Zio AT heart monitoring device, including its purported near real-time data transmission capabilities, its appropriateness for high-risk patients, and the accuracy of the data reported by the device.

B. Filing of the Initial Complaint

10. On February 6, 2024, Glazing Employers and Glaziers' Union Local #27 Pension and Retirement Fund, through BLB&G, brought a putative class action in this Court against Defendants, alleging violations of the Securities Exchange Act of 1934 (the "Exchange Act"). Dkt. No. 1.

11. In accordance with the Private Securities Litigation Reform Act of 1995 ("PSLRA"), BLB&G arranged for publication of notice in a national newswire service on

[2] Parts II and III of this Declaration are substantially the same as sections of my August 20, 2026 Declaration in Support of Lead Counsel's Motion for Attorneys' Fees and Litigation Expenses. For the Court's convenience in considering this motion for final approval of the Settlement, these relevant portions are set forth here again.

February 6, 2024, advising potential class members of the pendency of the Action, the claims asserted, and the deadline by which putative class members could move the Court for appointment as lead plaintiff. Dkt. No. 9.

C. Appointment of Lead Plaintiff and Lead Counsel

12. On April 8, 2024, Oklahoma Firefighters moved for appointment as Lead Plaintiff. Dkt. No. 15. On May 15, 2024, the Court entered an order appointing Oklahoma Firefighters as Lead Plaintiff for the Action and approving its selection of BLB&G as Lead Counsel. Dkt. No. 23.

D. Lead Plaintiff's Investigation and Filing of the Complaint

13. In connection with this matter, Lead Counsel undertook an extensive investigation into the alleged fraud and potential claims that could be asserted in the Action. The investigation included a thorough review of public information such as iRhythm's SEC filings; Defendants' additional public statements, including those made in press releases, at investor conferences, and on earnings calls; analyst reports concerning iRhythm; and other publicly available information regarding the Company. In addition, Lead Counsel submitted Freedom of Information Act ("FOIA") requests to the FDA to obtain certain non-public information, including iRhythm's response to the FDA's August 2022 FDA Form 483 inspection report.

14. In connection with its investigation, Lead Counsel and its in-house investigators also conducted an extensive search to locate former employees of iRhythm and other industry participants who might have relevant information pertaining to the claims asserted in the Action. This included contacting over 285 former iRhythm employees believed to possess potentially relevant information. Lead Counsel and/or its in-house investigators spoke to 69 of these individuals, and Lead Counsel included detailed information received from three of these former iRhythm employees in the Complaint.

15. On July 19, 2024, Lead Plaintiff filed and served the Amended Class Action Complaint for Violations of the Federal Securities Laws. Dkt. No. 36. Following further investigation and review of additional materials, on October 11, 2024, Lead Plaintiff filed and

served the Second Amended Class Action Complaint. Dkt. No. 43 (the "Complaint"). The detailed, 257-paragraph Complaint asserted claims under Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and SEC Rule 10b-5, 17 C.F.R. § 240.10b-5, promulgated thereunder, against all Defendants; and claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a), against Mr. Blackford and certain former individual defendants.

16. The Complaint alleged that during the period from November 5, 2021 through August 9, 2024, inclusive, Defendants made materially false and misleading statements or omissions concerning the capabilities of iRhythm's Zio AT device. The Complaint alleged that such statements were false and misleading because (1) the Zio AT contained an undisclosed transmission limit that prevented the device from providing "near real-time" notifications of arrhythmias to physicians once the limit was reached; (2) because of this transmission limit, the device was inappropriate and even dangerous for the "high-risk" patients for whom Defendants promoted it; (3) the FDA had never cleared the Zio AT to be marked as a "mobile cardiac telemetry" or "MCT" device for high-risk patients; and (4) the Company's technicians were routinely misreading patients' arrhythmia data, resulting in the transmission of inaccurate reports to patients and physicians. The Complaint further alleged that the price of iRhythm's common stock was artificially inflated during the Class Period, and declined over a series of partial corrective disclosures beginning on November 1, 2022. The Complaint alleged that the truth was revealed through FDA Form 483 inspection reports, a warning letter, a Department of Justice ("DOJ") enforcement action, and a report by Capitol Forum revealing over 4,000 patient complaints concerning data inaccuracies.

E. Defendants' Motion to Dismiss

17. On December 10, 2024, Defendants filed and served a motion to dismiss the Complaint and a request for judicial notice. Dkt. Nos. 51, 52. The motion included over 1,100 pages of briefing and exhibits. In the motion, Defendants argued that the Complaint should be dismissed because Lead Plaintiff had not alleged any materially false and misleading statements made by Defendants during the Class Period; that certain challenged statements were vague, non-

actionable, or otherwise not false; that the Complaint failed to allege facts giving rise to a strong inference of scienter; and that the Complaint failed to adequately plead loss causation. Specifically, Defendants argued, among other things, that (i) Defendants' statements concerning "high-risk" patients were not false because Lead Plaintiff improperly conflated "high-risk" with "critical care" patients, a population for which iRhythm had disclosed the Zio AT was contraindicated, (ii) Defendants' statements that the Zio AT provided "near real-time" or "timely" transmissions were vague and imprecise and thus not actionable, and the transmission limit was disclosed on iRhythm's website and in Zio AT labeling, (iii) Lead Plaintiff failed to plead that "MCT" had a universal and well-understood meaning, and thus Defendants' characterization of the Zio AT as an MCT device could not be evaluated for falsity, (iv) Lead Plaintiff's reliance on customer complaints and reports from anonymous former employees was insufficient to establish the falsity of Defendants' accuracy statements, and (v) the 2022 Form 483 was merely interim FDA feedback—not a final agency determination—and could not support an inference of scienter, particularly because Defendants promptly disclosed the FDA correspondence while simultaneously increasing their holdings in iRhythm stock.

18. Defendants' motion was supported by numerous exhibits including, among other documents, iRhythm's response to the FDA's Form 483, the Zio AT clinical reference manual, FDA correspondence, conference call transcripts, and SEC filings. Dkt. Nos. 51-2 to 51-21. Defendants argued that the Court should consider these exhibits because they were either incorporated into the Complaint by reference or were matters of which a court may take judicial notice. Dkt. No. 52.

19. On January 29, 2025, Lead Plaintiff filed and served a 25-page memorandum of law in opposition to Defendants' motion to dismiss (Dkt. No. 66) and an opposition to Defendants' request for judicial notice (Dkt. No. 68). Lead Plaintiff explained that the Complaint adequately identified the false and misleading statements and omissions, detailed the reasons why each challenged statement was false or omitted material facts, and raised a strong inference of scienter. Specifically, Lead Plaintiff argued that (i) Defendants' "high-risk" statements were materially

misleading because the FDA had expressly found that the Zio AT was not cleared for use with "high-risk" patients and that the device's known transmission limit rendered it "hazardous" for precisely the patient population Defendants were targeting; (ii) Defendants' "near real-time" and "timely transmission" statements were actionable, verifiable statements of fact; (iii) the FDA's Warning Letter explicitly found that characterizing the Zio AT as an MCT "implies this device is intended for high-risk patients and near real-time monitoring," which it was not; and (iv) over 4,000 complaints concerning technician misreading of arrhythmia data, corroborated by former employees' firsthand accounts that they were instructed to provide inaccurate reports, adequately alleged the falsity of Defendants' accuracy statements. Lead Plaintiff further argued that scienter was supported by, among other things, Defendants' admission in their FDA correspondence that the transmission limit was a "known design constraint" posing a "hazardous situation," extensive adverse event reporting, and certain individual defendants' membership on iRhythm's Compliance Committee, which received adverse event reports on a monthly basis.

20. Lead Plaintiff also objected in part to Defendants' request for judicial notice to the extent that Defendants sought to introduce extrinsic documents to dispute the well-pled facts in the Complaint. Dkt. No. 68.

21. On March 10, 2025, Defendants filed and served reply papers in support of their motion to dismiss. Dkt. No. 70.

22. On April 22, 2025, the Court issued a tentative ruling granting in part and denying in part Defendants' motion to dismiss. Dkt. No. 72. On April 24, 2025, the Parties participated in oral argument concerning Defendants' motion to dismiss. Dkt. No. 73.

23. On June 3, 2025, the Court entered an Order granting in part and denying in part Defendants' motion to dismiss. Dkt. No. 77. The Court sustained Lead Plaintiff's Section 10(b) claims against iRhythm and Defendant Blackford with respect to statements made after July 25, 2022 regarding the Zio AT's timeliness, accuracy, and appropriateness for high-risk patients. The Court dismissed claims against all remaining former individual defendants, dismissed all other alleged misstatements, and dismissed Lead Plaintiff's Section 20(a) claims. The Court's order

thus effectively limited the Class Period to July 25, 2022 to August 9, 2024, and dismissed over 30 alleged false statements.

F. Defendants' Motion for Judgment on the Pleadings

24. On July 16, 2025, Defendants filed their answer to the Complaint. Dkt. No. 87. Defendants' Answer denied Lead Plaintiff's allegations of wrongdoing and asserted forty affirmative defenses to the claims asserted including, among others, truth on the market, lack of price impact, lack of reliance by plaintiffs, and Defendants' reasonable reliance on expert opinions.

25. On July 18, 2025, Defendants filed a motion for judgment on the pleadings under Rule 12(c). Dkt. No. 88. Defendants argued that Lead Plaintiff's remaining claims should be dismissed because Lead Plaintiff could not establish scienter or loss causation in light of iRhythm's extensive disclosures of Zio AT's transmission limit. The motion further argued that certain of Defendants' statements whose alleged falsity was predicated on a former employee's account concerning the "lag time" of the device should be dismissed because the Complaint contained no allegations that Defendant Blackford knew about the supposed lag, and because none of the seven alleged corrective disclosures referenced "lag time." *Id.*

26. On August 15, 2025, Lead Plaintiff filed its opposition to Defendants' motion for judgment on the pleadings (Dkt. No. 96), and on September 5, 2025, Defendants filed their reply (Dkt. No. 100).

27. On November 7, 2025, the Court denied Defendants' motion, rejecting Defendants' arguments concerning issues "the Court already ruled otherwise" on, and noting that Defendants' motion "essentially requests the Court reconsider" its ruling on the motion to dismiss. Dkt. No. 112.

G. The Parties Conduct Extensive Fact Discovery

28. Discovery in the Action commenced following the Court's June 3, 2025 partial denial of Defendants' motion to dismiss.

29. Lead Plaintiff served its First Set of Requests for the Production of Documents to Defendants on June 13, 2025. Lead Plaintiff's requests sought, among other things, documents relating to the related DOJ investigation and the DOJ action; the Zio AT's transmission capabilities, transmission limits, and battery constraints; the intended patient population for the Zio AT; correspondence with the FDA; and the marketing of the Zio AT. On the same date, Lead Plaintiff served its First Set of Interrogatories on Defendants, propounding six interrogatories seeking, among other things, identification of third parties retained to investigate the Zio AT's development and FDA approval, members of iRhythm's Compliance Committee, employees who communicated with the FDA concerning the Zio AT, employees responsible for marketing the Zio AT, and persons who authored, drafted, reviewed or approved the challenged statements. Defendants subsequently served their responses and objections.

30. On June 27, 2025, the Parties exchanged their Initial Disclosure Statements pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure.

31. On July 2, 2025, following extensive meet-and-confers, the Parties submitted a Joint Case Management Statement to the Court, which discussed the facts, issues, and history of the case and set forth the Parties' views on the scope of discovery to be conducted, e-discovery procedures, and proposed scheduling. Dkt. No. 83. The statement disclosed that Defendants anticipated filing a motion for judgment on the pleadings under Rule 12(c), which Defendants contended would trigger an automatic stay of all discovery under the PSLRA. In response, Lead Plaintiff argued that the stay did not apply, arguing that the PSLRA's plain language stays discovery only "during the pendency of any motion to dismiss." The statement also outlined the Parties' dispute concerning the scope and timing of document discovery, particularly regarding documents iRhythm had previously produced to the DOJ in response to the DOJ's related investigation. Dkt. No. 83. On July 9, 2025, the Court held a case management conference by videoconference (Dkt. No. 85), but did not rule on the discovery disputes raised in the joint case management statement, and instead directed the Parties to brief the discovery stay question

through joint letter briefings. *See infra* ¶ 46. On July 9, 2025, the Court entered a case schedule. Dkt. No. 86.

32. The Parties filed an additional case management statement on September 10, 2025, in advance of the Parties' case management conference scheduled for September 17, 2025. Dkt. No. 103. The statement reflected that, while the Parties had reached agreement on the scope of virtually all of Lead Plaintiff's discovery requests, the Parties continued to dispute the reproduction of documents iRhythm had previously produced to the DOJ, and disputed (1) the appropriate time period for production of documents concerning customer complaints and adverse event reports, and (2) search terms and custodians. *Id.*

33. On September 15, 2025, the Court continued the case management conference scheduled for September 17, 2025 and ordered the Parties to meet and confer on the issues raised in person at Lead Counsel's office in New York City on October 7, 2025, and file an additional case management statement outlining the status of their ongoing discovery disputes by October 22, 2025. Dkt. No. 104. On October 22, 2025, the Parties filed their third joint case management statement, which reported to the Court that the Parties had met and conferred both in person and via telephone on several other occasions, and worked cooperatively to reach resolution on the issues previously raised. Dkt. No. 109.

34. Meanwhile, on August 12, 2025, Defendants served to Lead Plaintiff their First Set of Document Requests, propounding 31 document requests. Defendants' requests sought, among other things, documents concerning iRhythm and Defendant Blackford, documents concerning the allegations in the Complaint and the sources of such allegations, documents concerning the corrective disclosures alleged in the Complaint, communications between Lead Plaintiff and present or former iRhythm employees, documents concerning Lead Plaintiff's transactions in iRhythm securities and its investment decision-making, and documents concerning class certification. On the same date, Defendants served their First Set of Interrogatories on Lead Plaintiff, propounding four interrogatories seeking, among other things, identification of Lead Plaintiff's transactions in iRhythm securities, persons involved in investment decisions, and the

identities of the former employees relied upon in the Complaint. Lead Plaintiff subsequently served its responses and objections.

35. On September 29, 2025, Defendants served to Lead Plaintiff their First Set of Requests for Admission, to which Lead Plaintiff served its responses and objections.

36. The Parties also negotiated the terms of the protective order governing the treatment of documents and other information produced in discovery, which the Parties submitted to the Court on September 29, 2025 (Dkt. No. 105), and which the Court entered as an order on September 30, 2025 (Dkt. No. 108). The Parties also negotiated, and the Court so-ordered on September 30, 2025, the Stipulation and Order Establishing the Protocol for the Production of Documents and Electronically Stored Information. Dkt. No. 107.

37. Lead Plaintiff served to Defendants its First Set of Requests for Admission and Second Set of Interrogatories on November 13, 2025, to which Defendants served their responses and objections. Defendants served to Lead Plaintiff their Second Set of Requests for Admission on December 2, 2025, to which Lead Plaintiff served its responses and objections.

1. Document Discovery

38. Defendants began the production of documents on June 30, 2025. In the months that followed, Lead Counsel engaged in numerous meet-and-confers with counsel for Defendants and conducted extensive negotiations over the scope and adequacy of Defendants' discovery responses, including relating to the search terms to be used and the date range with which documents would be searched and produced. The Parties submitted multiple joint statements and letters concerning discovery disputes, including concerning the scope of document production, to the Court. After hard-fought negotiations, Defendants agreed to produce many of the materials requested by Lead Plaintiff.

39. Lead Plaintiff also subpoenaed eight non-parties, including various consultants and a law firm that was retained by iRhythm in 2022 to advise iRhythm regarding the FDA's investigation and related concerns. In addition, Defendants served a document subpoena on the

outside investment manager for Lead Plaintiff and that investment manager produced documents to Defendants.

40. In response to Lead Plaintiff's requests for production of documents and subpoenas, Defendants and non-parties produced approximately 400,000 pages of documents to Lead Plaintiff. A team of attorneys at Lead Counsel reviewed, analyzed, and coded the documents received. In reviewing the documents, attorneys were tasked with making several analytical determinations as to the documents' importance and relevance. Specifically, they determined whether the documents were "hot," "relevant," or "not relevant." They also assessed which specific key issues the documents concerned. Lead Counsel's partners structured the document review to include regular team meetings to discuss the documents of highest interest and other issues that arose during the document review. Through these meetings, Lead Counsel ensured that all attorneys involved in the review understood the developing nature of the evidence and focused document review on the key issues in the Action.

41. Lead Counsel also assisted Lead Plaintiff in searching for and producing documents in its own files responsive to Defendants' requests for production of documents. Lead Plaintiff served several initial and supplemental responses and objections to Defendants' requests for production and began producing documents to Defendants in September 2025. In total, Lead Plaintiff produced over 5,900 pages of documents to Defendants in response to their requests. Lead Plaintiff also responded to interrogatories propounded by Defendants.

2. Depositions

42. Lead Counsel took or defended seven depositions that occurred prior to the Parties' agreement to settle. In December 2025, Lead Counsel defended three depositions taken by Defendants in connection with Lead Plaintiff's motion for class certification: the deposition of Lead Plaintiff's Rule 30(b)(6) representative (Oklahoma Firefighters' Executive Director Chase Rankin), Lead Plaintiff's investment manager, and Lead Plaintiff's expert on market efficiency and class-wide damages (Dr. Matthew Cain). In early 2026, Lead Counsel took four depositions. Lead Plaintiff deposed two fact witnesses who were current employees at iRhythm and two of

Defendants' expert witnesses—their medical expert, Dr. George Thomas, and their damages expert, Dr. Douglas Skinner. These depositions required significant time devoted to preparation, including reviewing documents and drafting preparation materials to facilitate questioning.

43. In addition to the seven depositions taken, Lead Plaintiff had scheduled eight additional depositions at the time the Settlement was reached, including of Defendant Blackford and additional fact witnesses who were current or former iRhythm employees. These depositions were scheduled to occur between April and June 2026. Lead Counsel incurred significant time preparing for these depositions before the agreement in principle to settle was reached, including by reviewing voluminous document discovery relevant to the depositions and drafting preparation materials, including proposed questions and document exhibits.

3. Discovery Disputes

44. As prefaced above, discovery in the Action was highly contested. Lead Counsel and Defendants' Counsel exchanged numerous letters and participated in numerous meet-and-confer sessions regarding, among other things, the scope of the documents collected and produced, the adequacy of the search terms and date range of productions, and the adequacy of responses to interrogatories.

45. Despite many extensive and good-faith negotiations, the Parties could not resolve certain disputes without Court intervention. Accordingly, the Parties filed two joint letter briefs concerning discovery disputes on July 29, 2025 and March 17, 2026, concerning, respectively, (a) the applicability of the PSLRA discovery stay to Defendants' motion for judgment on the pleadings, and (b) the production of potentially privileged documents.

46. With respect to the first dispute, Defendants contended that their motion for judgment on the pleadings under Rule 12(c) triggered an automatic stay of discovery under the PSLRA. Defendants argued that a Rule 12(c) motion was functionally identical to a Rule 12(b)(6) motion for purposes of the PSLRA's mandatory stay. Lead Plaintiff opposed the stay, arguing that the PSLRA's plain language stays discovery only "during the pendency of any motion to dismiss." Lead Plaintiff further argued that even if the stay applied, the Court should modify the stay to

require Defendants to produce documents and transcripts already produced to the DOJ. Dkt. No. 94. On August 6, 2025, the Court ruled that the PSLRA stay of discovery does not apply to a motion for judgment on the pleadings, and thus, discovery was not stayed while Defendants' Rule 12(c) motion was pending. Dkt. No. 95.

47. In the second discovery dispute that required briefing to the Court, Defendants took the position that they did not need to produce all communications between iRhythm's counsel and the DOJ regarding the DOJ investigation, and opposed Lead Plaintiff's challenge to Defendants' clawback of a single produced document reflecting DOJ-iRhythm communications. Lead Plaintiff argued that the communications at issue were essential to test the scope and nature of the DOJ's investigation and to rebut Defendants' anticipated loss causation and damages arguments. Lead Plaintiff also argued that non-privileged portions of the clawed-back document should be produced with any privileged portion redacted. Defendants countered that the demand was based on hypothetical, unasserted arguments, that Lead Plaintiff already had the documents necessary to identify the scope and nature of the DOJ investigation, including the subpoena and enforcement petition, and that the documents Lead Plaintiff requested did not exist. Defendants further argued that the clawed-back document was an inadvertently produced, privileged email chain between iRhythm's counsel and its client, and that the weight of authority supported treating the entire chain as privileged. Dkt. No. 146. The Court did not have an opportunity to rule on this dispute prior to the Parties' decision to settle.

48. As discussed above, the Parties also set forth discovery disputes in their first and second joint case management statements, which they subsequently resolved without Court intervention. Dkt. Nos. 83, 103.

H. Lead Plaintiff's Motion for Class Certification

49. On November 3, 2025, Lead Plaintiff filed its motion to certify a class of all persons who purchased or otherwise acquired iRhythm common stock from July 25, 2022 through August 9, 2024, inclusive (the "Class Period"), and were damaged thereby. Dkt. No. 114. The motion was supported by an expert report by Dr. Matthew Cain, Lead Plaintiff's market efficiency

and damages expert. Dkt. No. 114-3. In his report, Dr. Cain opined that iRhythm's common stock traded in an efficient market during the Class Period and that per-share damages could be measured for all class members using a common methodology.

50. As noted above, in connection with the motion for class certification, Defendants took Rule 30(b)(6) depositions of Oklahoma Firefighters and Oklahoma Firefighters' investment manager and the deposition of Dr. Cain in December 2025.

51. On January 5, 2026, Defendants filed their opposition to Lead Plaintiff's motion for class certification. Dkt. No. 120. In their opposition, Defendants conceded the adequacy of Lead Plaintiff, typicality, predominance of common questions, and market efficiency. However, Defendants argued that: (i) Lead Plaintiff lacked a class-wide damages model; (ii) the alleged misstatements were too "generic" to have impacted iRhythm's stock price under *Goldman Sachs Group, Inc. v. Arkansas Teacher Retirement System*, 594 U.S. 113, 123 (2021); and (iii) certain corrective disclosure information was not "new" and therefore could not have caused a price decline.

52. On February 9, 2026, Lead Plaintiff filed its reply brief. Dkt. No. 129. On February 26, 2026, the Court held a hearing on the motion for class certification. Dkt. Nos. 136, 144. On March 2, 2026, Defendants filed a sur-reply brief. Dkt. No. 137. The motion for class certification remained pending at the time the Settlement was reached.

I. Work with Experts

53. Throughout the Action, Lead Plaintiff retained a highly qualified expert in financial economics as well as consultants in various disciplines including FDA regulation of medical devices, market efficiency, and damages to assist in the prosecution of this Action. Lead Counsel consulted extensively with Lead Plaintiff's principal financial expert, Dr. Cain, as well as additional experts in loss causation and damages, including in preparing the Complaint, in reviewing documents produced in discovery, and in preparation for settlement negotiations. In addition, after the Settlement was reached, Lead Counsel worked with Dr. Cain's team to develop the Plan of Allocation.

J. The Parties' Mediation Efforts and the Settlement of the Action

54. The Parties began exploring the possibility of a mediation in early 2026. The Parties conferred and selected David Murphy of Phillips ADR Enterprises to serve as the mediator for the Action. Mr. Murphy is an experienced mediator of securities class actions and other complex litigation.

55. In advance of the mediation, the Parties prepared and exchanged detailed mediation statements addressing issues of liability and damages. Lead Plaintiff's mediation statement set forth, among other things, Lead Plaintiff's analysis of the strength of its claims, the evidence supporting those claims, and an estimate of maximum recoverable damages. Defendants submitted their own mediation statement challenging Lead Plaintiff's claims and damages analysis.

56. On April 2, 2026, the Parties participated in a full-day mediation session with Mr. Murphy. Despite extensive good-faith negotiations, the Parties were unable to reach a resolution at the mediation session. In the weeks following the mediation, Mr. Murphy continued discussions with the Parties and ultimately made a mediator's recommendation of $45,000,000, which the Parties accepted on May 4, 2026.

57. On May 13, 2026, the Parties' agreement-in-principle to settle the Action was memorialized in a term sheet. Over the next few weeks, the Parties negotiated the full terms of the Settlement and drafted the Stipulation and related papers.

58. On June 3, 2026, the Parties entered into the Stipulation, which sets forth the terms of the Parties' agreement to settle all claims asserted in the Action for $45,000,000, subject to the Court's approval. Dkt. No. 147-1. That same day, Lead Plaintiff and iRhythm also entered into a confidential Supplemental Agreement, which provided iRhythm with the right to terminate the Settlement if persons who requested exclusion from the Settlement Class reached a certain threshold.

K. The Court Grants Preliminary Approval of the Settlement

59. On June 4, 2026, Lead Plaintiff filed a motion for preliminary approval of the Settlement (Dkt. No. 147), which included supporting declarations from Lead Plaintiff's damages expert discussing the range of potential damages that could be established at trial and the basis for the Plan of Allocation (Dkt. No. 147-3), from Lead Counsel concerning the risks of litigation and other matters (Dkt. No. 147-4), and from the proposed Claims Administrator, SCS (Dkt. No. 147-5).

60. The Court held a Zoom hearing on the motion on July 10, 2026. Dkt. Nos. 152, 154. On July 13, 2026, the Court entered its Order re Motion for Preliminary Approval (Dkt. No. 156) (the "Preliminary Approval Order") which, among other things: (a) preliminarily approved the Settlement; (b) approved the form of Notice, Summary Notice, and Claim Form; (c) authorized notice to be provided to Settlement Class Members through mailing and emailing of the Notice and Claim Form, posting of the Notice and Claim Form on a Settlement website, and publication of the Summary Notice in *The Wall Street Journal* and over the *PR Newswire*; (d) established procedures and deadlines by which Settlement Class Members could participate in the Settlement, request exclusion from the Settlement Class, or object to the Settlement, the proposed Plan of Allocation, and/or the fee and expense application; and (e) set a schedule for the filing of opening papers and reply papers in support of the proposed Settlement, Plan of Allocation, and the Fee and Expense Motion. The Court also scheduled the Settlement Hearing for November 5, 2026 at 9:00 a.m. to determine, among other things, whether the Settlement should be finally approved.

II. THE RISKS OF THE LITIGATION

61. The Settlement provides a certain and substantial benefit to the Settlement Class in the form of a $45,000,000 cash payment. Lead Plaintiff and Lead Counsel believe that the proposed Settlement is a favorable result for the Settlement Class.

62. As explained in the Motion and below, Lead Plaintiff faced meaningful risks in this Action from the outset with respect to proving liability and recovering full damages in this

case. To prevail in this case, Lead Plaintiff had the burden to convince a unanimous jury by a preponderance of the evidence of each of the elements of its claims, including that (1) Defendants made misstatements; (2) the misstatements were material; (3) the misstatements were made with *scienter* (*i.e.*, knowingly or with deliberate recklessness); (4) investors relied upon the misstatements; and (5) Defendants' fraud caused investors' losses.

63. While Lead Plaintiff had sustained its claims in part following the pleading stage of the Action, absent a settlement, Lead Plaintiff would still need to prevail at several additional stages of the litigation, including defeating Defendants' opposition to Lead Plaintiff's motion for class certification, Defendants' anticipated motion for summary judgment, at trial, and on appeal. At each of these stages, Lead Plaintiff would have faced significant risks related to establishing liability and full damages, including, among other things, overcoming Defendants' falsity, scienter, and loss causation challenges. Even after any trial, Lead Plaintiff would have faced post-trial motions, including a potential motion for judgment as a matter of law, as well as further appeals that might have prevented Lead Plaintiff from successfully obtaining a recovery for the Settlement Class.

A. General Risks in Prosecuting Securities Class Actions

64. In recent years, securities class actions have faced greater risks than in prior years, and it is not uncommon for district courts to dismiss securities class actions at the summary judgment stage. *See, e.g.*, *Homyk v. ChemoCentryx, Inc.*, 2025 WL 4110430, at *14 (N.D. Cal. Aug. 15, 2025) (granting summary judgment on all claims in securities class action after four years of litigation); *In re Mylan N.V. Sec. Litig.*, 666 F. Supp. 3d 266, 328 (S.D.N.Y. 2023) (defendants prevailed at summary judgment in a securities class action against Mylan arising out of misstatements concerning the company's EpiPen product and other generic drugs); *Murphy v. Precision Castparts Corp.*, 2021 WL 2080016, at *1 (D. Or. May 24, 2021) (granting defendants' renewed motion for summary judgment based on recent Ninth Circuit decision on forward-looking statements), *aff'd sub nom.*, *AMF Pensionsforsakring AB v. Precision Castparts Corp.*, 2022 WL 2800825 (9th Cir. July 18, 2022); *see also Fosbre v. Las Vegas Sands Corp.*, 2017 WL

55878, at *28 (D. Nev. Jan. 3, 2017), *aff'd sub nom., Pompano Beach Police & Firefighters' Ret. Sys. v. Las Vegas Sands Corp.*, 732 F. App'x 543 (9th Cir. 2018); *In re Omnicom Grp., Inc. Sec. Litig.*, 541 F. Supp. 2d 546, 554-55 (S.D.N.Y. 2008), *aff'd*, 597 F.3d 501 (2d Cir. 2010); *In re Xerox Corp. Sec. Litig.*, 935 F. Supp. 2d 448, 496 (D. Conn. 2013), *aff'd sub nom., Dalberth v. Xerox Corp.*, 766 F.3d 172 (2d Cir. 2014).

65. Even cases that have survived summary judgment can be dismissed prior to trial in connection with Daubert motions, such as those likely to be filed by Defendants here. *See, e.g., Bricklayers & Trowel Trades Int'l Pension Fund v. Credit Suisse First Boston*, 853 F. Supp. 2d 181, 197-98 (D. Mass. 2012), *aff'd sub nom. Bricklayers & Trowel Trades Int'l Pension Fund v. Credit Suisse Sec. (USA) LLC*, 752 F.3d 82 (1st Cir. 2014) (granting summary judgment *sua sponte* in favor of the defendants after finding that the event study offered by plaintiffs' expert was unreliable and that there was accordingly no evidence that the market reacted negatively to disclosures).

66. Even when securities class action plaintiffs successfully overcome multiple substantive and procedural hurdles before trial, there remain significant risks that a jury will not find the defendants liable or award expected damages. *See, e.g., In re Tesla Inc., Sec. Litig.*, 2023 WL 4032010 (N.D. Cal. June 14, 2023), *aff'd*, 2024 WL 4688894 (9th Cir. Nov. 6, 2024) (defense verdict in securities class action even though the court had already found the statements were false and defendant had acted recklessly in issuing them, and the same conduct had resulted in SEC charges and a settlement).

67. Further, post-trial motions, based on a complete record, also present substantial risks. For example, in *In re BankAtlantic Bancorp, Inc.*, following a jury verdict in the plaintiffs' favor, the district court granted the defendants' motion for judgment as a matter of law and entered judgment in favor of the defendants on all claims. 2011 WL 1585605, at *14, 22 (S.D. Fla. Apr. 25, 2011), *aff'd sub nom.*, 688 F.3d 713 (11th Cir. 2012) (finding that there was insufficient trial evidence to support a finding of loss causation).

68. Intervening changes in the law may also impact a favorable court decision or a successful trial verdict. For example, a district court in Oregon reconsidered its order denying defendants' motion for summary judgment and granted the motion more than a year later based on a new decision by the Ninth Circuit. *See Precision Castparts*, 2021 WL 2080016, at *6.

69. Accordingly, securities class actions face serious risks of dismissal and non-recovery at all stages of litigation.

B. Specific Risks Concerning This Action

70. Lead Plaintiff and Lead Counsel believe the claims asserted against Defendants in this Action are meritorious. They recognize, however, that this Action presented meaningful risks to establishing liability, loss causation, and damages from the outset that could have prevented Lead Plaintiff and the class from achieving any recovery. As discussed further below, Defendants have vigorously argued that their challenged statements about the Zio AT were not false or misleading when made, and, in any event, even if any of their statements were false or misleading, Defendants did not have any intent to mislead investors.

1. Risks Concerning Liability

71. As discussed further below, Defendants vigorously argued that their challenged statements about the Zio AT were not false or misleading when made, and, in any event, Defendants did not have any intent to mislead investors.

a. Falsity

72. Lead Plaintiff and Lead Counsel recognized that there were significant risks from the outset of the case in establishing that all of Defendants' statements were materially false and misleading when made and actionable under the securities laws. While Lead Plaintiff and Lead Counsel prevailed in substantial part on these issues at the motion to dismiss stage, they may have been unable to withstand some or all of Defendants' arguments at summary judgment or convince a jury of Defendants' liability.

73. Among other things, Defendants have contended and would continue to argue that the statements were not false because the Zio AT's transmission limits were disclosed no later

than November 2022. Defendants would further argue that, even if the Court found that the transmission limits were not publicly disclosed, Lead Plaintiff could not show that the transmission limits impacted the Zio AT functionality enough to render the statements false. Defendants would also argue—as they did at class certification—that prescribing physicians universally understood the Zio AT's technical limitations. Defendants would further assert that their marketing claims complied with FDA regulations and were consistent with those of companies with competing mobile cardiac telemetry devices. While Lead Plaintiff believed it had strong counterarguments, including FDA assessments that the device was "not remotely capable" of "near-real time" alerts, there was a risk that a factfinder could credit Defendants' technical medical testimony at trial.

74. Defendants would further argue that their statements concerning the device's suitability for high-risk patients were not false because they were vague and qualified by express warnings that the device was not intended for use in critical care patients or patients with a known history of life-threatening arrhythmias.

75. Defendants have also argued, and would continue to argue, that their statements with regard to the accuracy of the Zio AT monitor were literally true as far as Defendants knew at the time the statements were made. Defendants would argue that the statements concerning accuracy do not reference the Zio AT or the Zio AT reports specifically—rather, they address the Zio products as a whole; thus, these statements cannot be rendered false by Lead Plaintiff's allegations that the Zio AT reports created by technicians were inaccurate. Defendants would further argue that there is no evidence that the market was concerned by the 4,014 complaints concerning the accuracy of the device. Defendants presented evidence of periodic reports provided to Defendant Blackford reflecting accuracy rates between 98% and 99% for the Zio AT. Dismissal of the alleged misstatements about accuracy was a particularly substantial risk because Defendants' statements concerning the accuracy of the device were the only false statements at issue for a significant portion of the Class Period. Therefore, as discussed below, if the Court or

a jury were to rule against Lead Plaintiff with respect to these statements, maximum potential damages would be significantly reduced, declining by approximately 40%.

b. Scienter

76. Even if Lead Plaintiff proved that Defendants' statements were false or misleading, Lead Plaintiff would still need to demonstrate to a jury that Defendants made the misstatements with scienter—*i.e.*, an intent to defraud or with deliberate recklessness. Defendants vigorously argued that they believed their statements to be true and that they had no intent to commit fraud. Thus, proving Defendants' scienter was a major risk in the Action from the outset.

77. Defendants' technical arguments with respect to falsity also would have supported their position on scienter—that they subjectively believed their statements were truthful. Indeed, Defendants would have argued that disclosures about the transmission limits and their impact on Zio AT functionality undermine Lead Plaintiff's scienter allegations. Defendants would also rely on the above-mentioned reports, among other evidence, to attempt to establish that Defendant Blackford honestly believed his statements about the Zio AT's accuracy and, therefore, did not act with the intent to deceive investors.

2. Risks Concerning Loss Causation and Damages

78. Even assuming that Lead Plaintiff and Lead Counsel overcame Defendants' arguments and established liability at trial, Lead Plaintiff still confronted additional significant challenges in establishing loss causation and damages.

79. Lead Plaintiff and Lead Counsel anticipate that Defendants would argue at summary judgment, trial, and subsequent stages of the proceedings, that the declines in the price of iRhythm common stock were not caused entirely—or at all—by the alleged corrective disclosures. At class certification, Defendants argued vigorously under the Supreme Court's decision in *Goldman Sachs Group, Inc. v. Arkansas Teacher Retirement System*, 594 U.S. 113 (2021), that there was a "mismatch" between the alleged misstatements and the corrective disclosures. Specifically, Defendants contended that the statements concerning the device's "near real time" and "timely transmission" capabilities were generic and did not substantively match

the detailed corrective disclosures, and thus those disclosures could not demonstrate that the statements had maintained artificial inflation.

80. Defendants would have also argued that the FDA warning letter, published May 30, 2023, fully disclosed the alleged misrepresentations concerning the Zio AT's transmission limit. If credited, Defendants' argument would have reduced maximum recoverable damages from approximately $698 million to approximately $526 million—a reduction of nearly 25%. Dkt. No. 147-3, at ¶ 21.

81. Defendants would have further argued that Lead Plaintiff's expert's event study methodology was not accurate in isolating the impact of the alleged fraud from confounding information and non-fraud-related factors that may have contributed to iRhythm's stock price declines. At class certification, Defendants challenged Lead Plaintiff's proposed damages model on the grounds that it failed to adequately account for time-varying inflation and confounding information.

82. Finally, if a Court or a jury agreed with Defendants' argument that the November 1, 2022 disclosure effectively corrected Defendants' statements concerning the "near real time" and "timely transmission" of the device, and that subsequent disclosures did not reveal new corrective information, damages would be substantially reduced.

83. Therefore, the risks presented by the litigation were significant, and the class's ultimate potential for recovery was always in question.

3. Risks Related to Class Certification

84. Lead Plaintiff and Lead Counsel believe that the Court would have granted Lead Plaintiff's pending motion and certified the class in this Action. However, at the time that the Parties reached their agreement in principle to settle, that motion was still pending. Thus, there was some risk that the Court might adopt Defendants' view and decline to certify the class, which would have precluded any recovery for the class, or might have certified a class for only a shorter period.

85. In particular, Defendants argued at the class certification stage that they could rebut the fraud-on-the-market presumption of reliance. They argued that the alleged misstatements had no impact on iRhythm's stock price because iRhythm's stock did not increase in a statistically significant manner, and because the corrective disclosures did not match the alleged misrepresentations under *Goldman Sachs Group, Inc. v. Arkansas Teacher Retirement System*, 594 U.S. 113 (2021). Defendants also relied on the Second Circuit's decision in *Arkansas Teacher Retirement System v. Goldman Sachs Group, Inc.*, 77 F.4th 74 (2d Cir. 2023) ("*Goldman II*"), arguing that the generic nature of the challenged statements made them less likely to have impacted the stock price, and on their medical expert's testimony that physicians understood the limitations of the Zio AT. Thus, Defendants argued, the alleged misstatements did not impact the stock price and individual issues of reliance would predominate over common questions, rendering class certification inappropriate. While Lead Plaintiff believes that its expert's event study demonstrated statistically significant price reactions to the corrective disclosures, and that the Court's prior rulings sustaining the falsity of Defendants' statements undermined the *Goldman* challenge, Defendants' arguments nevertheless posed a risk to certifying the class.

86. Even if the Court had certified the class, Lead Plaintiff also faced the risk of a shortened class period or reduced compensable damages. Defendants' opposition to class certification argued that the transmission limit was fully disclosed no later than November 1, 2022. Thus, Defendants argued, any alleged concealment could not have impacted iRhythm's stock price beyond November 2, 2022, and the four alleged corrective disclosures after that date independently failed to establish price impact because they did not reveal new information to the market. Had Defendants persuaded the Court that price impact could only be inferred through November 2, 2022, damages attributable to later corrective disclosures would have been eliminated. In addition, Defendants argued the class period cannot begin before August 5, 2022—the date of the first surviving alleged misstatement—rather than the July 25, 2022 start date proposed by Lead Plaintiff.

87. An additional risk to class certification included Defendants' argument that Lead Plaintiff failed to propose a methodology capable of calculating damages on a class-wide basis consistent with its theory of liability. Defendants challenged Lead Plaintiff's expert's proposed "out-of-pocket" damages methodology on the grounds that it failed to account for time-varying inflation over the class period, could not isolate the impact of confounding (non-fraud-related) information on corrective disclosure dates, and did not address the economic gaps between the alleged misstatements and the corrective disclosures. Lead Plaintiff believed its counterargument was strong—that the out-of-pocket damages methodology is used in virtually every securities class action and easily satisfies Rule 23 and the Supreme Court's ruling in *Comcast Corporation v. Behrend*, 569 U.S. 27 (2013). Nevertheless, Defendants' argument posed a tangible risk to class certification.

C. The Settlement Amount Compared to Likely Maximum Damages That Could Be Proved At Trial

88. The Settlement Amount—$45 million in cash, plus interest—represents a significant recovery for the Settlement Class. The Settlement is over four times the size of the median securities class-action settlement in the Ninth Circuit from 2016 through 2025 ($11 million). *See* CORNERSTONE RESEARCH, SECURITIES CLASS ACTION SETTLEMENTS: 2025 REVIEW AND ANALYSIS (2026) (Dkt. No. 157-3), at 19.

89. The $45 million Settlement is also a favorable result considered in relation to the maximum amount of damages that could be realistically established at trial—even assuming that Lead Plaintiff and the Settlement Class prevailed on all liability issues, including falsity and scienter, which was far from certain.

90. Lead Plaintiff's damages expert, Dr. Matthew Cain, has calculated that the absolute maximum damages amount that could be obtained at trial on the remaining claims in the Action would be approximately $698 million. That number assumes that Lead Plaintiff prevailed on all liability issues and obtained the maximum possible stock price declines on all corrective disclosure dates. *See* Declaration of Matthew Cain (Dkt. No. 147-3), at ¶ 18.

91. However, there were very credible risks that the maximum obtainable damages could be considerably reduced. For example, the maximum possible damages estimate above incorporates multi-day stock price declines after several corrective disclosures. If Defendants prevailed on their argument that only the stock price decline on the first trading day following each alleged corrective disclosure could be attributed to the disclosure (as opposed to multi-day windows of stock price declines), maximum damages would be reduced to approximately $591 million. *Id.* ¶ 20. As noted above, if the Court or a jury concluded, as Defendants have repeatedly argued, that the May 30, 2023 Warning Letter fully disclosed the fraud concerning the Zio AT's transmission limit, maximum damages would fall to $526 million. *Id.* ¶ 21. If Lead Plaintiff were unable to establish liability as to the statements concerning the accuracy of the Zio AT—whether because those statements were too generic and/or aspirational to have impacted the price of iRhythm's stock, or were not made with scienter—maximum damages would be reduced to approximately $428 million. *Id.* ¶ 22.

92. Moreover, if the Court accepted Defendants' argument that the alleged misrepresentations were fully corrected by the alleged November 1, 2022 corrective disclosure, damages would have been further reduced to only approximately $51.5 million. *Id.* ¶ 23. If the Court determined that the alleged misrepresentations were fully corrected by the alleged November 1, 2022, corrective disclosure and only the stock price declines on November 2, 2022 and November 3, 2022 were considered (but not the November 4, 2022 decline), damages would have been reduced to approximately $34.3 million. *Id.*

93. Thus, the $45,000,000 Settlement Amount represents approximately 6.4% to 10.5% of what Lead Plaintiff considers realistic maximum class-wide damages (ranging from $428 million to an absolute maximum of $698 million). Assuming the scenario that Defendants argue is the most realistic—that there were no recoverable damages attributable to any corrective disclosure after November 1, 2022—the settlement represents 131.2% of maximum class-wide damages of $34.3 million. *Id.* This represents a very favorable recovery for Settlement Class Members, especially when considered in light of the real risks of no-or-lesser recovery and the

typical level of recovery in securities class actions. *See, e.g.*, *Vataj v. Johnson*, 2021 WL 1550478, at *9 (N.D. Cal. Apr. 20, 2021) (settlement amounting to 2% of damages was "consistent with the typical recovery in securities class action settlements"); *In re Extreme Networks, Inc. Sec. Litig.*, 2019 WL 3290770, at *9 (N.D. Cal. July 22, 2019) (approving gross settlement amount equal to between "5% and 9.5% of non-disaggregated damages"); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (settlement equal to 6% to 9% of damages "higher than the median percentage of investor losses recovered in recent shareholder class action settlements").

94. Given the meaningful litigation risks, and the immediacy and amount of the $45,000,000 recovery for the Settlement Class, Lead Plaintiff and Lead Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Settlement Class.

III. ALLOCATION OF THE PROCEEDS OF THE SETTLEMENT

95. Pursuant to the Preliminary Approval Order, and as set forth in the Notice, Settlement Class Members were required to submit a valid Claim Form postmarked (if mailed) or submitted online no later than October 1, 2026 to be eligible to participate in the distribution of the Net Settlement Fund. As set forth in the Notice, the Net Settlement Fund will be distributed among Settlement Class Members who submit eligible claims according to the plan of allocation approved by the Court.

96. Lead Counsel consulted with Lead Plaintiff's damages expert in developing the proposed plan of allocation for the Net Settlement Fund (the "Plan of Allocation"). Lead Counsel believes that the Plan of Allocation provides a fair and reasonable method to equitably allocate the Net Settlement Fund among Settlement Class Members who suffered losses as a result of the conduct alleged in the Action.

97. The Plan of Allocation is set forth in pages 16 to 21 of the Notice. *See* Supplemental Declaration of Sarah Evans, attached hereto as Exhibit 2 ("Suppl. Evans Decl."), Ex. A at 16-21. As described in the Notice, calculations under the Plan of Allocation are intended

as a method to weigh the claims of Settlement Class Members against one another for the purpose of making an equitable allocation of the Net Settlement Fund. *See* Notice ¶ 72.

98. In developing the Plan of Allocation, Lead Plaintiff's damages expert calculated the estimated amount of artificial inflation in the price of iRhythm common stock which allegedly was proximately caused by Defendants' alleged materially false and misleading statements and omissions during the Class Period. *See* Notice ¶ 73. In calculating the estimated artificial inflation allegedly caused by those misrepresentations and omissions, Lead Plaintiff's damages expert considered the price changes in iRhythm common stock in reaction to certain public announcements allegedly revealing the truth concerning Defendants' alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces on those days. *Id.*

99. In order to have recoverable damages in connection with purchases or acquisitions of iRhythm common stock during the Class Period, disclosure of the alleged misrepresentations or omissions must be the cause of the decline in the price of the iRhythm common stock. In this case, Lead Plaintiff alleges that Defendants made false statements and omitted material facts during the Class Period (from July 25, 2022, through August 9, 2024, inclusive), which had the effect of artificially inflating the prices of iRhythm common stock. That artificial inflation was allegedly removed from the price of iRhythm common stock as the result of a series of disclosures that Lead Plaintiff alleges corrected Defendants' alleged false and misleading statements and material omissions, as reflected in price changes in iRhythm common stock on November 2, 2022 through November 7, 2022, May 5, 2023, May 31, 2023 through June 2, 2023, July 2, 2024 through July 3, 2024, August 2, 2024, and August 12, 2024. Notice ¶ 73. In order to be eligible under the Plan of Allocation, shares of iRhythm common stock must have been purchased or otherwise acquired during the Class Period and held through at least one of the dates where new corrective information was released to the market and partially removed the artificial inflation from the price of iRhythm common stock. *Id.* ¶ 75.

100. Recognized Loss Amounts are calculated under the Plan of Allocation for each purchase or acquisition of iRhythm common stock during the Class Period that is listed on a Claimant's Claim Form and for which adequate documentation is provided. Notice ¶¶ 76-77. For shares purchased during the Class Period and sold before the close of trading on November 1, 2022 (that is, before the initial alleged corrective disclosure), the Recognized Loss Amount is zero, because, as discussed above, those shares were not damaged by the alleged fraud. *Id.* ¶¶ 75, 77.A. For shares sold from November 2, 2022 through the end of the Class Period, Recognized Loss Amounts will be the lesser of: (i) the difference between the amount of artificial inflation on the date of purchase or acquisition and the amount of artificial inflation on the date of sale; or (ii) the difference between the purchase price and the sale price. *Id.* ¶ 77.B. For shares sold in the 90-day period after the end of the Class Period, the Recognized Loss Amount is the least of: (i) the artificial inflation per share on the date of purchase; (ii) the purchase price *minus* the sales price; or (iii) the purchase price *minus* the average closing price of the stock from August 12, 2024 through the date of sale, consistent with the PSLRA. *Id.* ¶ 77.C. For shares still held as of the close of trading on November 8, 2024 (the end of the 90-day period following the end of the Class Period), Recognized Loss Amounts will be the lesser of (i) the estimated artificial inflation on the date of purchase; or (ii) the purchase price *minus* $70.38, the average closing price for iRhythm common stock during the 90-day period. *Id.* ¶ 77.D.

101. The sum of a Claimant's Recognized Loss Amounts for all of his, her, or its purchases of iRhythm common stock during the Class Period is the Claimant's "Recognized Claim." Notice ¶ 78. The Plan of Allocation also limits Claimants' Recognized Claim based on whether they had an overall market loss in their transactions in iRhythm common stock during the Class Period. A Claimant's Recognized Claim will be limited to the amount of his, her, or its market loss in iRhythm common stock transactions during the Class Period, and Claimants who have an overall market gain are not eligible for a recovery. *Id.* ¶¶ 85-86.

102. The Net Settlement Fund will be allocated to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Notice ¶ 87. If an Authorized

Claimant's *pro rata* distribution amount calculates to less than ten dollars, no payment will be made to that Authorized Claimant. *Id*. ¶ 88. Those funds will be included in the distribution to the Authorized Claimants whose payments exceed the ten-dollar minimum.

103. One hundred percent of the Net Settlement Fund will be distributed to Authorized Claimants. If any funds remain after the initial *pro rata* distribution, as a result of uncashed or returned checks or other reasons, subsequent cost-effective distributions to Authorized Claimants will be conducted. Notice ¶ 89. Only when the residual amount left for re-distribution to Settlement Class Members is so small that a further re-distribution would not be cost effective (for example, where the administrative costs of conducting the additional distribution would largely subsume the funds available), will those funds be donated to the *cy pres* recipient. *Id*.

104. The Plan of Allocation identifies Bluhm Legal Clinic Complex Civil Litigation and Investor Protection Center at the Northwestern Pritzker School of Law ("IPC") as the proposed *cy pres* recipient if there are any residual funds remaining after all cost-effective distributions to Settlement Class Members have been completed. Notice ¶ 94. The IPC is a law school clinic that provides law students with the opportunity to represent clients with limited income in securities matters against stockbrokers, investment advisers, or securities firms. IPC also provides case-screening services to regulators, including FINRA, the SEC, and state regulators, as well as brokerage houses trying to identify legitimate claims. *See* https://www.law.northwestern.edu/legalclinic/investorprotection/ (last visited October 20, 2026). Lead Plaintiff believes the IPC is an appropriate *cy pres* recipient because of the nature of the securities fraud claims at issue in the Action.

105. The Plan of Allocation was designed to fairly and rationally allocate the proceeds of the Net Settlement Fund among Settlement Class Members based on damages they suffered on purchases of iRhythm common stock that were attributable to the misconduct alleged in the Action. Following mailing of the Notice, which included the full Plan of Allocation, to over 84,000 potential Settlement Class Members and nominees, no objections to the proposed Plan of Allocation have been received.

IV. DISSEMINATION OF THE SETTLEMENT NOTICE AND REPORT ON CLAIMS RECEIVED

106. The Court's Preliminary Approval Order directed that the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Notice") and Proof of Claim and Release Form ("Claim Form") be disseminated to potential members of the Settlement Class. The Preliminary Approval Order also set October 1, 2026 as the deadline for Settlement Class Members to submit Claim Forms, submit objections to the Settlement, the Plan of Allocation, or the Fee and Expense Application, or to request exclusion from the Settlement Class.

107. In accordance with the Preliminary Approval Order, Lead Counsel instructed Strategic Claims Services ("SCS"), the Court-approved Claims Administrator, to begin disseminating copies of the Notice and the Claim Form and to publish the Summary Notice. The Notice contains, among other things, a description of the Action, the Settlement, the proposed Plan of Allocation, and Settlement Class Members' rights to participate in the Settlement, object to the Settlement, the Plan of Allocation and/or the Fee and Expense Application, or exclude themselves from the Settlement Class. The Notice also informs Settlement Class Members of Lead Counsel's intent to apply for an award of attorneys' fees in an amount not to exceed 25% of the Settlement Fund, and for Litigation Expenses in an amount not to exceed $800,000.

108. To disseminate the Notice and Claim Form (together, the "Notice Packet"), SCS obtained information from iRhythm and from banks, brokers, and other nominees regarding the names and addresses of potential Settlement Class Members. The initial Declaration of Sarah Evans of SCS (Dkt. No. 157-4) ("Initial Evans Decl.") and her Supplemental Declaration (attached hereto as Exhibit 2), provide additional information about the Claims Administrator's distribution of the Notice Packet. *See* Initial Evans Decl. ¶¶ 2-11; Suppl. Evans Decl. ¶¶ 2-4. Attorneys at BLB&G have had regular calls and communications with SCS to oversee the process of disseminating notice to Settlement Class Members.

109. SCS began mailing copies of the Notice Packet to potential Settlement Class Members and nominee owners on July 28, 2026. Initial Evans Decl. ¶¶ 5-7. As of October 22, 2026, SCS had disseminated a total of 84,409 Notice Packets to Settlement Class Members and nominees. Suppl. Evans Decl. ¶ 3. SCS sent the Notice Packet by postal mail to all potential Settlement Class Members for whom it received postal addresses and by email to all potential Settlement Class Members for whom it received email addresses, and sent the Notice Packet by both means to those investors for whom it received both types of addresses. Initial Evans Decl. ¶¶ 5, 8, 10.

110. On August 6, 2026, in accordance with the Preliminary Approval Order, SCS caused the Summary Notice to be published in *The Wall Street Journal* and to be transmitted over the PR Newswire. *See* Initial Evans Decl. ¶ 12.

111. Lead Counsel also caused SCS to establish a dedicated settlement website, www.iRhythmSecuritiesLitigation.com, to provide potential Settlement Class Members with information concerning the Settlement and access to copies of the Notice and Claim Form, as well as copies of the Complaint, Stipulation, Preliminary Approval Order, and other relevant documents. *See* Initial Evans Decl. ¶ 14. That website became operational on July 28, 2026. *Id.* On August 21, 2026, SCS posted a copy of Lead Counsel's motion for attorneys' fees and litigation expenses to the website. *See* Suppl. Evans Decl. ¶ 6. Lead Counsel also made copies of the Notice and Claim Form and other documents available on its own website, www.blbglaw.com. Lead Counsel and SCS have regularly monitored the settlement website to ensure that it is operating correctly. Lead Counsel and SCS will continue to monitor and to update the settlement website as the settlement process continues. For example, Lead Plaintiff's papers in support of its motion for final approval of the Settlement will be made available on the website after they are filed, and any orders entered by the Court in connection with the motions will also be posted.

112. As noted above, the deadline for Settlement Class Members to file objections to the Settlement, Plan of Allocation, or Fee and Expense Application, or to request exclusion from the Settlement Class was October 1, 2026. No objections to the Settlement, Plan of Allocation, or

Lead Counsel's Fee and Expense Application were received. Three requests for exclusion were received by SCS. *See* Suppl. Evans Decl. ¶ 7. The investors who requested exclusion from the Settlement Class purchased 1,056 shares of iRhythm common stock during the Class Period, which is far below the threshold that would permit iRhythm to terminate the Settlement under the Supplemental Agreement.

113. The deadline for Class Members to submit a Claim to participate in the Settlement was also October 1, 2026. As discussed in further detail in the Supplemental Evans Declaration, SCS has reviewed and processed all of the Claims received. *See* Suppl. Evans Decl. ¶¶ 8-14. Of the 34,619 Claims received, 20,058 have been found eligible under the Plan of Allocation (assuming the proposed Plan is approved by the Court). *Id*. ¶ 9. The eligible Claims include a total of 23,734,648 damaged shares of iRhythm common stock (that is, shares that calculate to a Recognized Loss Amount under the Plan of Allocation and are eligible for a portion of the Settlement proceeds). *Id*. This represents 97% of the total number of damaged iRhythm shares as estimated by Lead Plaintiff's damages expert based on publicly available trading information (24,534,934).

V. CONCLUSION

114. For all the reasons set forth above, Lead Plaintiff respectfully submits that the proposed Settlement should be approved as fair, reasonable and adequate, and the proposed Plan of Allocation should also be approved as fair and reasonable.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on October 22, 2026.

/s/ Katherine M. Sinderson
Katherine M. Sinderson

Exhibit 1

BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP
JONATHAN D. USLANER (Bar No. 256898)
jonathanu@blbglaw.com
2121 Avenue of the Stars, Suite 2575
Los Angeles, CA 90067
Tel: (310) 819-3481

Counsel for Lead Plaintiff Oklahoma Firefighters Pension and Retirement System and Lead Counsel for the Settlement Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GLAZING EMPLOYERS AND GLAZIERS' UNION LOCAL #27 PENSION AND RETIREMENT FUND, on behalf of itself and all others similarly situated,

Plaintiff,

v.

IRHYTHM TECHNOLOGIES, INC., et al.,

Defendants.

Case No. 3:24-cv-706-JSC

DECLARATION OF DAVID M. MURPHY IN SUPPORT OF LEAD PLAINTIFF'S MOTION FOR FINAL APPROVAL OF SETTLEMENT

CLASS ACTION

Date: November 5, 2026
Time: 9:00 a.m.
Judge: Hon. Jacqueline Scott Corley

I, DAVID M. MURPHY, declare as follows under 28 U.S.C. § 1746:

1. I served as the independent mediator in the above-captioned securities class action ("Action"). I submit this Declaration in connection with the proposed settlement (the "Settlement") of all claims asserted in the Action and in support of Lead Plaintiff's Motion for Final Approval of Settlement. I make this Declaration based on personal knowledge and am competent to so testify.

2. I am a full-time professional mediator, arbitrator, and independent panelist with Phillips ADR Enterprises, an alternative dispute resolution firm founded by Judge (ret.) Layn R. Phillips. I joined Phillips ADR in 2017. In my work with Phillips ADR, I have served as a mediator, arbitrator, or independent monitor in several hundred commercial cases, including antitrust, patent, securities law, corporate governance, investment company, bankruptcy, environmental, contract, and tort cases. I regularly mediate federal class action securities law cases and shareholder derivative suits, as well as breach of fiduciary duty and corporate control cases.

3. Prior to joining Phillips ADR, I was a senior litigation partner in the law firm of Wachtell, Lipton, Rosen & Katz, where I practiced law for nearly three decades following federal judicial clerkships with Judge Ralph K. Winter, Jr., of the U.S. Court of Appeals for the Second Circuit, and Chief Judge Charles L. Brieant of the U.S. District Court for the Southern District of New York.

4. While a partner with Wachtell Lipton, I litigated federal securities cases, contests for corporate control, corporate governance disputes, contract, tort, and high-stakes defamation cases. I also defended numerous federal and state criminal and regulatory investigations. A significant part of my practice also entailed negotiating complex settlements.

5. I was retained by the Parties in this Action to preside over the settlement discussions and negotiations between them.

6. The mediation process was confidential, and all mediation-related communications are to be considered settlement negotiations for the purpose of Rule 408 of the Federal Rules of Evidence and all applicable privileges and protections. By making this Declaration, neither I nor the Parties waive in any way the confidentiality of those proceedings and communications, or the protections of Rule 408. That said, although I cannot discuss confidential mediation

communications, the Parties have authorized me to inform the Court of the procedural matters set forth below as part of this Court's review and consideration of Lead Plaintiff's Motion for Final Approval of the Settlement.

7. On April 2, 2026, counsel for the Parties participated in a full-day, in-person mediation session before me in New York City. The participants included (i) attorneys from Lead Counsel Bernstein Litowitz Berger & Grossmann LLP; (ii) a representative of Lead Plaintiff Oklahoma Firefighters Pension and Retirement System; (iii) attorneys from Defendants' Counsel, Quinn Emanuel Urquhart & Sullivan, LLP; and (iv) counsel for Defendants' insurance carriers.

8. In advance of this mediation session, and at my request, the Parties submitted extensive materials to me for my review. On March 19, 2026, the Parties submitted to me and exchanged detailed mediation statements setting forth their views on liability and damages issues, together with substantial accompanying exhibits, including evidence from the discovery record in the case. In addition, on March 30, 2026, Lead Plaintiff submitted a supplemental letter to me responding to certain points in Defendants' submission. During the mediation, I questioned counsel for Lead Plaintiff and Defendants in private caucus sessions about the strengths and weaknesses of their respective litigation positions. The work that the respective parties put into the preparation of their mediation statements and private caucus sessions was substantial. The arguments and positions asserted by all involved were the product of substantial work and zealous, arm's-length advocacy, and reflected a thorough, in-depth understanding of the strengths and weaknesses of the claims and defenses in this case, both with respect to liability and damages issues.

9. The Parties were unable to reach an agreement during the mediation session. Despite this lack of success, I continued my discussions with counsel for Lead Plaintiff and Defendants over the following weeks. Ultimately, I made a mediator's proposal that the Action be settled for $45,000,000. The proposal was made on a double-blind basis, such that unless both sides simultaneously accepted my proposal, neither side would learn whether the other side had accepted my proposal. On May 4, 2026, the Parties accepted my mediator's proposal, and thereafter executed a Term Sheet and subsequently a Stipulation setting forth the full terms of the Settlement.

10. Based on the materials provided by the Parties and my participation in the process, I became familiar with the factual and legal issues involved in the Action, including the allegations asserted by Lead Plaintiff and the defenses to liability and damages asserted by Defendants. I am also familiar with the process by which the Parties negotiated the Settlement. Although final approval is a matter solely for this Court, I can attest that the Settlement reached by the Parties was the product of arm's-length, adversarial negotiation and that all parties were represented by seasoned, well-informed counsel.

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

Executed this 7th day of October, 2026.

*/s David M. Murphy**
DAVID M. MURPHY

*With permission.

Exhibit 2

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Los Angeles, CA 90067
Tel: (310) 819-3481

Counsel for Lead Plaintiff Oklahoma Firefighters Pension and Retirement System

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GLAZING EMPLOYERS AND GLAZIERS' UNION LOCAL #27 PENSION AND RETIREMENT FUND, on behalf of itself and all others similarly situated,

Plaintiff,

v.

IRHYTHM TECHNOLOGIES, INC., et al.,

Defendants.

Case No. 3:24-cv-706-JSC

SUPPLEMENTAL DECLARATION OF SARAH EVANS CONCERNING: (A) MAILING / EMAILING OF THE NOTICE AND CLAIM FORM; AND (B) REPORT ON REQUESTS FOR EXCLUSION AND CLAIMS RECEIVED

CLASS ACTION

Judge: Honorable Jacqueline Scott Corley

I, Sarah Evans, declare as follows:

1. I am a Project Manager at Strategic Claims Services ("SCS"), a nationally recognized class action administration firm. Pursuant to the Court's Order re: Motion for Preliminary Approval, dated July 13, 2026 (the "Preliminary Approval Order") (Dkt. No. 156), SCS was approved as the Settlement Administrator to supervise and administer the notice procedure and the processing of claims in connection with the Settlement of the above-captioned Action.[1] I submit this declaration as a supplement to my earlier Declaration of Sarah Evans Concerning: (A) Mailing/Emailing of the Notice and Claim Form; (B) Publication of the Summary Notice; and (C) Report on Requests for Exclusion Received to Date, dated August 20, 2026 (Dkt. No. 157-4) (the "Initial Mailing Declaration. I am over 21 years of age and am not a party to the Action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

UPDATE ON DISSEMINATION OF NOTICE PACKET

2. As noted in the Initial Mailing Declaration, through August 20, 2026, a total of 83,002 Notice Packets had been sent to potential Settlement Class Members and nominees to inform them of the Settlement. Since the Initial Mailing Declaration was filed, SCS has mailed an additional 1,405 Notice Packets that were requested by nominees to forward directly to their customers who were potential Settlement Class Members. Additionally, since August 20, 2026, SCS has emailed the link to the electronic Notice Packet to two email addresses received for potential Settlement Class Members for whom SCS was not provided with a mailing address. For the Court's convenience, a copy of the Notice Packet, previously attached to the Initial Mailing Declaration, is also attached hereto as Exhibit A.

3. Through October 22, 2026, a total of 84,409 Notice Packets have been disseminated to potential Settlement Class Members and nominees.[2]

[1] All capitalized terms used herein which are not otherwise defined shall have the meanings provided in the Stipulation and Agreement of Settlement, dated as of June 3, 2026 (Dkt. No. 147-1) (the "Stipulation").

[2] The Initial Mailing Declaration noted that as of August 20, 2026, SCS had emailed the link to the electronic Notice Packet to the 3,868 valid email addresses received for potential Settlement Class

4. Out of the 84,406 Notice Packets mailed, a total of 1,814 were returned to SCS as undeliverable at the original address provided. Of these 1,814, SCS was provided forwarding addresses for 68 by the United States Postal Service, and SCS immediately mailed another Notice Packet to the updated addresses. The remaining 1,746 Notice Packets returned to SCS as undeliverable were "skip-traced" to obtain updated addresses using commercially available databases. Of these, 563 were re-mailed to updated addresses, while updated addresses could not be identified for the other 1,183 Notice Packets returned as undeliverable. This number of undeliverable notices—which represents 1.4% of the total number of Notice Packets mailed—is well within the rate of undeliverable notices typically seen in comparable class actions. *See, e.g.*, Post-Distribution Accounting at 1, *In re HP Inc. Sec. Litig.*, Case No. 3:20-cv-01260-SI (N.D. Cal. Sept. 30, 2025), Dkt. No. 152 (2.7% of mailed notices were undeliverable); Post-Distribution Accounting at 1, *Larkin v. GoPro, Inc.*, No. 4:16-CV-06654-CW (N.D. Cal. July 29, 2020), Dkt. No. 145-1 (6% of mailed notices were undeliverable); Post-Distribution Accounting at 1, *In re Yahoo! Inc. Sec. Litig.*, Case No. 5:17-cv-00373-LHK (N.D. Cal. Apr. 17, 2020), Dkt. No. 131 (2.4% of mailed notices were undeliverable); Post-Distribution Accounting at 1, *In re RH, Inc. Sec. Litig.*, Case No. 4:17-00554-YGR (N.D. Cal. Apr. 7, 2020), Dkt. No. 160 (1.7% of mailed notices were undeliverable).

UPDATE ON TELEPHONE HELPLINE

5. The Initial Declaration noted that SCS established and maintains a case-specific, toll-free telephone helpline (1-866-457-5539) for potential Settlement Class Members to call and obtain information about the Action and the Settlement. SCS has and will continue to maintain the telephone

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Members, and that SCS had also been notified by a nominee that it emailed the link to 17,611 of its customers. Since August 20, 2026, SCS has emailed the link to the electronic Notice Packet to an additional 92 valid email addresses received for potential Settlement Class Members, and SCS has also been notified by a nominee that it emailed the link to an additional 4,237 of its customers. With the exception of two potential Settlement Class Members noted above for whom SCS was not provided with a mailing address, as well as the one potential Settlement Class Member noted in the Initial Mailing Declaration for which SCS was also not provided with a mailing address, these email recipients also received copies of the mailed Notice Packets.

helpline and will update the interactive voice response system as necessary through the administration of the Settlement.

UPDATE ON SETTLEMENT WEBSITE

6. The Initial Declaration also noted that on July 28, 2026, SCS established the case-specific website for the Settlement at www.iRhythmSecuritiesLitigation.com ("Settlement Website"). The address of the Settlement Website was included in the Notice Packet sent to potential Settlement Class Members and in the published Summary Notice. The Settlement Website includes information about the Action and proposed Settlement, including an overview of the Action; the deadlines for submitting claims, submitting requests for exclusion, and filing objections; and downloadable copies of the Notice, Claim Form, the Preliminary Approval Order, the Stipulation, Lead Plaintiff's Unopposed Motion for Preliminary Approval of Settlement (Dkt. No. 147), the Order Re: Defendants' Motion to Dismiss (Dkt. No. 77), and the Second Amended Class Action Complaint for Violations of Federal Securities Laws (Dkt. No. 43). The Settlement Website also contains a secure online filing portal that Settlement Class Members can use to submit their claims electronically and receive an email confirmation once their claim has been submitted. The Settlement Website is accessible 24 hours a day, 7 days a week. On August 21, 2026, at the direction of Lead Counsel, SCS updated the Settlement Website to include Lead Counsel's Motion for Attorneys' Fees and Litigation Expenses; and Memorandum of Points and Authorities in Support Thereof and its exhibits (Dkt. No. 157). SCS will continue to maintain and update the Settlement Website as necessary throughout the administration of the Settlement.

REPORT ON EXCLUSION REQUESTS RECEIVED

7. The Notice, Summary Notice, and Settlement Website informed Settlement Class Members that written requests for exclusion were to be mailed or delivered to SCS at iRhythm Securities Litigation, EXCLUSIONS, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063, such that they were received no later than October 1, 2026. SCS has been monitoring all mail delivered for this case. As of the date of this declaration, SCS has received three (3) requests for exclusion from the Settlement Class, all of which were received on or before

October 1, 2026. A list of the persons and entities requesting exclusion from the Settlement Class and their city and state is attached hereto as Exhibit B. Copies of the requests for exclusion are attached hereto as Exhibits C, D, and E. In the interest of privacy, the requests for exclusion have been redacted to remove the requesters' street addresses, telephone numbers, and email addresses.

REPORT ON CLAIMS RECEIVED

8. The Notice Packet and Summary Notice informed Settlement Class Members that in order to qualify for a payment from the Net Settlement Fund, they must timely submit a Claim Form either online through the Settlement Website at www.iRhythmSecuritiesLitigation.com by October 1, 2026, or, if mailed, postmarked no later than October 1, 2026.

9. To date, SCS has received 34,619 Claims. The Claims have been processed based on the trading data submitted with the Claims and on the assumption that the Plan of Allocation proposed by Lead Plaintiff (*see* Notice at 16-21) will be approved by the Court. Based on that analysis, 20,058 of the Claims submitted (or 58%) have been found to be eligible, while 14,561 (42%) have been found ineligible. The eligible claims include 23,734,648 damaged shares of iRhythm common stock purchased in the Class Period (that is, shares that calculate to a Recognized Loss Amount under the Plan of Allocation and are eligible for payment).

Claim Status	Number of Claims	Recognized Claims	Damaged Shares
Eligible Claims	20,058	$573,742,111.72	23,734,648
Ineligible Claims	14,561	n/a	n/a
	34,619	$573,742,111.72	23,734,648

10. The chart below provides a breakdown of the reasons why the ineligible claims were found to be ineligible:

Reason for Ineligibility	Number of Claims	Percentage of Ineligible Claims
No Class Period Purchases	7,965	54.7%
No Recognized Loss Amount	3,423	23.5%
Fraudulent Claims (Bot-Filed Claims)	2,338	16.1%

Shares Sold Short	493	3.4%
Overall Market Gain	331	2.3%
Withdrawn by Filer/Claimant	11	0.1%
Total	**14,561**	

Below are further details on each category of these reasons for ineligibility:

- **No Class Period Purchases:** 7,965 Claims reported no eligible purchases or acquisitions transactions of iRhythm common stock during the Class Period. Some of these Claims reported "transfers in" or "receipts" of shares of iRhythm common stock that were not identified as purchases.

- **No Recognized Loss Amount:** These 3,423 Claims had no shares that calculated to a Recognized Loss Amount under the proposed Plan of Allocation, as set out in ¶ 77 of the Notice. The most common reasons why the Claims did not calculate to a Recognized Loss Amount were (i) all shares of iRhythm common stock that the Claimant purchased during the Class Period were sold before the first alleged corrective disclosure after the close of trading on November 1, 2022, *see* Notice ¶ 77.A (164 claims); (ii) all shares of iRhythm common stock purchased during the Class Period were bought and sold between two consecutive corrective disclosure dates (and thus inflation was alleged to be equal on the date of purchase and date of sale), *see* Notice ¶ 77.B(i) (1,045 claims); and (iii) all shares of iRhythm common stock purchased during the Class Period were sold for a market gain, *see* Notice ¶ 77.B(ii), 77.C(ii) (1,668 Claims). Other Claims in this category may have had a combination of reasons set forth above (*e.g.*, some shares in the Claim had no inflationary loss and others were sold for a market gain).

- **Fraudulent Claims:** SCS identified a group of claims received through the online claim filing portal that were fraudulently submitted. Specifically, 2,338 Claims submitted through the online claim filing portal were identified as tracing back to two domains. These Claims included various indicia that they were submitted through automated processes, rather than by a human, including the speed at which they were submitted, patterns in the information and documentation provided, and the volume of claims submitted.

- **Shares Sold Short**. Under the proposed Plan of Allocation, the Recognized Loss Amount on any purchases of iRhythm common stock covering "short sales" is zero, and, if the Claimant has short position in iRhythm common stock at the beginning of the Class Period, the earliest purchases or acquisitions of iRhythm common stock during the Class Period will be matched against that opening short position, and will not be entitled to a recovery until that short position is fully covered. *See* Notice ¶¶ 82, 83. 493 of the Claims submitted were ineligible for this reason.

- **Overall Market Gain.** Under the proposed Plan of Allocation, if a Claimant has an overall market gain with respect to his, her, or its transactions in iRhythm common stock purchased during the Class Period, the Claimant is not eligible for payment from the Settlement. *See* Notice ¶¶ 85-86. 331 Claims had at least one share with a Recognized Loss Amount under

¶ 77, but had an overall Market Gain on their transactions in iRhythm common stock as calculated under ¶ 85 of the Notice and thus are ineligible for payment under the Plan.

- **Withdrawn**. 11 Claims were subsequently withdrawn by the Claimant or electronic filer.

11. The proportion of ineligible claims seen in this Settlement is consistent with SCS's experience in other securities class action settlements over the past several years. Indeed, SCS has worked on cases in recent years where a substantially higher percentage of claims are found ineligible. *See, e.g.*, Decl. of Josephine Bravata at ¶ 7.c., *In re GigaCloud Tech. Inc. Sec. Litig.*, Case No. 1:23-cv-10645-JMF (S.D.N.Y. Sept. 11, 2026), Dkt. No. 153 (ineligible claims represented 70.9% of total claims filed); Decl. of Margery Craig at ¶ 7.c, *Sayce v. Forescout Tech., Inc.*, Case No. 3:20-cv-00076-SI (N.D. Cal. June 30, 2026), Dkt. No. 289-2 (ineligible claims represented 52.4% of total claims filed); Decl. of Sarah Evans at ¶ 8.c., *Bergman v. Caribou Biosciences, Inc.*, Case No. 3:23-cv-01742-RFL (N.D. Cal. July 17, 2025), Dkt. No. 101-1 (ineligible claims represented 57.5% of total claims filed). SCS believes that the proportion of ineligible claims seen in these cases is a by-product of the ease with which Claimants may submit claims electronically. The overall number of claims submitted and the number of claims submitted as percentage of notices mailed has increased during the past several years, but the number of ineligible claims has also increased.

12. It is the experience of SCS that many filers in these cases—in particular, third-party filers who file electronically on behalf of a substantial number of beneficial owners—may file claims without taking the time to ascertain whether each individual Claimant for whom they file a claim is eligible. For example, such a filer might generate a list of all of the beneficial owners it represents who owned iRhythm common stock during the Class Period and submit electronic claims for all of them, without reviewing to determine whether each Claimant had purchases during the Class Period or if they were eligible for a claim under the Plan of Allocation. Accordingly, it is typical in these types of cases—and as seen here—that the great majority of the claims rejected are either from (a) Claimants that either had no purchases of the eligible securities during the relevant class period or (b) Claimants whose transactions did not calculate to a recognized loss under the court-approved plan of allocation.

13. Based on the status of the Claims as set forth above and assuming that the Court grants Lead Counsel's motion for attorneys' fees and Litigation Expenses in its entirety, and that the total Notice and Administration Costs paid from the Settlement Fund will be $395,000 (see discussion in ¶¶ 15-17 below), each valid Claim would receive a *pro rata* percentage of approximately 5.8% of its Recognized Claim, as calculated in accordance with the Plan of Allocation. Under these same assumptions, the payment amounts made to eligible Claimants will range from a minimum of $10 (see Notice ¶ 88) to a maximum of $1,772,156.42, with an average payment of $2,302.33. The payment amount per damaged iRhythm share will be approximately $1.39.

14. SCS has completed the processing of all Claims received, including calculating each Claim's Recognized Claim value and its validity based on the transactions reported in the Claim. What remains are the standard final steps that SCS performs in every administration of this kind before a distribution is made. These steps include SCS's final review to ensure that Claims have all required supporting documentation, and further quality assurance and auditing procedures, and the deficiency process, in which Claimants have the opportunity to cure deficiencies in their Claims. *See* Stipulation ¶¶ 31(d), 31(e). These procedures are already underway. Because these processes are still ongoing, the ultimate number of valid Claims and the amount of the Recognized Claims are subject to change.

UPDATED ESTIMATE OF NOTICE AND ADMINISTRATION COSTS

15. In the Declaration of Paul Mulholland dated June 2, 2026 (Dkt. No. 147-5), SCS estimated that the total Notice and Administration Costs for the Settlement would be approximately $224,000. Dkt. No. 147-5, at ¶ 24. That estimate was based on SCS's estimate that it would mail approximately 28,000 copies of the Notice Packet and receive approximately 16,800 Claims (*id*. ¶¶ 16-17) and expressly noted that "the ultimate cost of this administration could change if the number of Notice Packets mailed is substantially greater (or smaller) than SCS's estimate or if the number of Claims received is substantially greater (or smaller) than the estimate." *Id*.

16. As noted above, a total of 84,406 Notice Packets were actually mailed—***nearly three times*** the 28,000 Notice Packets estimated—and 34,619 Claims were received—more than double the 16,800 Claims estimated. In addition, the total charged by brokers and nominees for provided names

and address or forwarding Notice Packets was $45,000, considerably higher than the $16,000 estimated for those costs. *See* Dkt. No. 147-5, at ¶ 24.

17. For these reasons, SCS has revised its estimate for total Notice and Administration Costs, based on the actual number of Notice Packets mailed and Claims received, and the actual broker costs charged, to be $395,000.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 22nd day of October 2026 in Media, Pennsylvania.

Sarah Evans

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GLAZING EMPLOYERS AND GLAZIERS' UNION LOCAL #27 PENSION AND RETIREMENT FUND, on behalf of itself and all others similarly situated, Plaintiff, v. IRHYTHM TECHNOLOGIES, INC., et al., Defendants.	Case No. 3:24-cv-706-JSC CLASS ACTION Judge: Honorable Jacqueline Scott Corley

NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT; (II) SETTLEMENT HEARING; AND (III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned securities class action ("Action") if you purchased or acquired the common stock of iRhythm Technologies, Inc ("iRhythm" or the "Company") during the period from **July 25, 2022 through August 9, 2024**, inclusive ("Class Period"), and were allegedly damaged thereby ("Settlement Class").[1]

NOTICE OF PROPOSED SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiff Oklahoma Firefighters Pension and Retirement System ("Lead Plaintiff"), on behalf of itself and the Settlement Class, has reached a proposed settlement of the Action for **$45,000,000** in cash ("Settlement").

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by Lead Plaintiff, on behalf of itself and other members of the Settlement Class, against iRhythm and its Chief Executive Officer, Quentin Blackford ("Defendants"). In the Action, Lead Plaintiff asserts civil federal securities law claims arising from purportedly materially false and misleading statements to investors during the Class Period concerning iRhythm's Zio AT heart monitoring device, including its data transmission capabilities, appropriateness for high-risk patients, and the accuracy of data reported by the device. A more detailed description of the Action is set forth in ¶¶ 11-23 below. Defendants expressly have denied and continue to deny all claims and allegations of wrongdoing asserted against them in the Action. Nothing in this Notice is intended to, and should not be construed as, an admission of wrongdoing, a determination of liability, or a statement regarding the merits of the case, nor does it reflect any factual findings or conclusions by the Parties or the Court. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in ¶ 31 below.

[1] All capitalized terms not defined in this Notice have the meanings provided in the Stipulation and Agreement of Settlement dated June 3, 2026 ("Stipulation"). The Stipulation can be viewed at www.iRhythmSecuritiesLitigation.com.

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the Action in exchange for a cash payment of $45,000,000 ("Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, (d) any attorneys' fees awarded by the Court, and (e) any other costs or fees approved by the Court) will be distributed to eligible Settlement Class Members in accordance with a plan of allocation approved by the Court. The plan of allocation being proposed by Lead Plaintiff ("Plan of Allocation") is attached hereto as Appendix A.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiff's damages consultant's estimate of the number of shares of iRhythm common stock eligible to participate in the Settlement, and assuming that all investors eligible to participate do so, the estimated average recovery (before deduction of any Court-approved fees and expenses, such as attorneys' fees and expenses, taxes, and administration costs) will be approximately $1.83 per eligible share. **Settlement Class Members should note, however, that the foregoing is only an estimate.** Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased or sold their iRhythm common stock, and the total number and value of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth in Appendix A or such other plan of allocation as may be ordered by the Court. *Note: no distribution will be made to Settlement Class Members who would otherwise receive a distribution of less than $10.00.*

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share of iRhythm common stock that would be recoverable if Lead Plaintiff prevailed in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal civil securities laws or that any damages were suffered by any members of the Settlement Class as a result of Defendants' conduct.

5. **Attorneys' Fees and Expenses Sought:** Court-appointed Lead Counsel, Bernstein Litowitz Berger & Grossmann LLP, has prosecuted this Action on a wholly contingent basis and has not received any attorneys' fees (or payment of expenses) for its representation of the Settlement Class. For its efforts, Lead Counsel will apply to the Court for attorneys' fees in an amount not to exceed 25% of the Settlement Fund (*i.e.*, $11.25 million). Lead Counsel will also apply for payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the Action, in an amount not to exceed $800,000, which amount may include a request for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class pursuant to 15 U.S.C. §78u-4(a)(4), in an amount not to exceed $10,000. If the Court approves the maximum amount of the foregoing fees and expenses, the estimated average cost per eligible share of iRhythm common stock will be approximately $0.49 per share. Please note that this amount is only an estimate.

6. **Identification of Attorneys' Representatives:** Lead Plaintiff and the Settlement Class are represented by Katherine M. Sinderson of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, New York, NY 10020, 1-800-380-8496, settlements@blbglaw.com.

7. **Reasons for the Settlement:** For Lead Plaintiff, the principal reason for the Settlement is the guaranteed cash benefit for the Settlement Class without the risk, delays, and increased costs inherent in further litigation. Moreover, the cash benefit provided under the Settlement must be considered against the risk that a smaller recovery—or indeed no recovery at all—might be achieved after further litigation, including summary judgment, trial, and possible appeals. Defendants, who deny all allegations of

wrongdoing or liability whatsoever and deny that Settlement Class Members were damaged, are entering into the Settlement solely to eliminate the burden, expense, and uncertainty of further litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
SUBMIT A CLAIM FORM POSTMARKED (IF MAILED), OR ONLINE, NO LATER THAN OCTOBER 1, 2026.	This is the only way to be eligible to receive a payment from the Settlement. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiff's Claims (defined in ¶ 36 below) that you have against Defendants and the other Defendants' Releasees (defined in ¶ 37 below), so it is in your interest to submit a Claim Form. In short, if you remain a Settlement Class Member, you will release all claims related to this Action, as detailed in ¶ 36 below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS *RECEIVED* NO LATER THAN OCTOBER 1, 2026.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendants' Releasees concerning the Released Plaintiff's Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS *FILED OR POSTMARKED* NO LATER THAN OCTOBER 1, 2026.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
ATTEND A HEARING ON NOVEMBER 5, 2026 AT 9:00 A.M. PACIFIC TIME	Filing a written objection and notice of intention to appear by October 1, 2026 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action. In short, if you remain a Settlement Class Member and do not submit a valid Claim Form, you will still release all claims related to this Action, as detailed in ¶ 36 below.

These rights and options—and the deadlines to exercise them—are further explained in this Notice. Please Note: The date and time of the Settlement Hearing, currently scheduled for November 5, 2026 at 9:00 a.m. Pacific time by Zoom videoconference, is subject to change without further written notice to the Settlement Class. If you plan to attend the hearing, you should check www.iRhythmSecuritiesLitigation.com or with Lead Counsel to confirm no change to the date and/or time of the hearing has been made. Information about how to attend the Zoom videoconference will be posted on www.iRhythmSecuritiesLitigation.com.

WHAT THIS NOTICE CONTAINS

Why Did I Get This Notice?	Page 4
What Is This Case About?	Page 5
Why Is This Case A Class Action?	Page 6
Why Is There A Settlement?	Page 6
What Might Happen If There Were No Settlement?	Page 7
How Do I Know If I Am Affected By The Settlement? Who Is Included In The Settlement Class?	Page 7
How Are Settlement Class Members Affected By The Action And The Settlement?	Page 8
How Do I Participate In The Settlement? What Do I Need To Do?	Page 10
How Much Will My Payment Be?	Page 10
What Payment Are The Attorneys For The Settlement Class Seeking? How Will The Lawyers Be Paid?	Page 11
What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?	Page 11
When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don't Like The Settlement?	Page 12
What If I Do Nothing?	Page 14
What If I Bought Shares Of iRhythm Common Stock On Someone Else's Behalf?	Page 14
Can I See The Court File? Who Should I Contact If I Have Questions?	Page 15
Appendix A: Proposed Plan of Allocation of Net Settlement Fund	Page 16

WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired iRhythm common stock during the Class Period. The Court has directed us to send you this Notice because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiff and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of

Allocation, and the motion by Lead Counsel for an award of attorneys' fees and payment of Litigation Expenses (the "Settlement Hearing"). *See* ¶¶ 58-59 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. iRhythm is a digital healthcare company that, during the Class Period, manufactured two heart monitoring devices designed to diagnose and monitor arrhythmia, the Zio XT and Zio AT. The Company maintains its headquarters in San Francisco, California. During the Class Period, iRhythm's common stock traded on NASDAQ under the ticker symbol "IRTC."

12. On February 6, 2024, a putative class action was brought in the United States District Court for the Northern District of California (the "Court"), against iRhythm and certain of its executives, alleging violations of the Securities Exchange Act of 1934 (the "Exchange Act").

13. On May 15, 2024, the Court appointed Oklahoma Firefighters Pension and Retirement System as Lead Plaintiff for the Action and approved Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel under the Private Securities Litigation Reform Act ("PSLRA"), 15 U.S.C. § 78u-4.

14. On October 11, 2024, Lead Plaintiff filed the Second Amended Class Action Complaint for Violations of the Federal Securities Laws (the "Complaint"). The Complaint asserted claims on behalf of all persons and entities who purchased the common stock of iRhythm from November 5, 2021 through August 9, 2024, and were damaged thereby. The Complaint alleged that Defendants iRhythm and Blackford and the Former Individual Defendants[2] made materially false and misleading statements or omissions concerning iRhythm's Zio AT heart monitoring device, including its purported near real-time data transmission capabilities, its appropriateness for high-risk patients, and the accuracy of data reported by the device. The Complaint asserted (i) claims under Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and SEC Rule 10b-5, 17 C.F.R. § 240.10b-5, promulgated thereunder, against all Defendants and the Former Individual Defendants and (ii) claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a) against Blackford and the Former Individual Defendants.

15. On December 10, 2024, Defendants and the Former Individual Defendants moved to dismiss the Complaint, asserting (among other things) that Lead Plaintiff failed to sufficiently allege: (i) any actionable misrepresentation or (ii) that defendants acted with scienter in making any alleged misrepresentation. The motion was fully briefed and the Court held oral argument on the motion to dismiss the Complaint on April 24, 2025.

16. On June 3, 2025, the Court granted in part and denied in part the motion to dismiss the Complaint. The Court sustained Lead Plaintiff's Section 10(b) claims against iRhythm and Blackford with respect to statements regarding the Zio AT's timeliness, accuracy, and appropriateness for high-risk patients, but dismissed claims against the Former Individual Defendants, dismissed claims regarding the Zio AT's

[2] The Former Individual Defendants are additional iRhythm executives: Brice Bobzien, Douglas Devine, Chad Patterson, Mark Day, and Mintu Turakhia.

characterization as a mobile cardiac telemetry device, and dismissed all claims for statements prior to July 25, 2022.

17. On July 18, 2025, Defendants filed a motion for judgment on the pleadings. The motion was fully briefed, and, on November 7, 2025, the Court denied the motion.

18. On November 3, 2025, Lead Plaintiff moved for class certification. The motion was fully briefed, and, on February 26, 2026, the Court held a hearing on Lead Plaintiff's motion for class certification.

19. Discovery in the Action commenced following the Court's June 3, 2025 partial denial of Defendants' motion to dismiss the Complaint. Through the class certification stage of the litigation, the Parties engaged in discovery, producing over 405,000 pages of documents and conducting seven depositions in total. Lead Plaintiff and Defendants also issued subpoenas to produce documents from several non-parties.

20. The Parties began exploring the possibility of a settlement in early 2026. The Parties agreed to engage in private mediation and retained David Murphy of Phillips ADR Enterprises to act as mediator in the Action. Counsel for the Parties participated in a mediation session before Mr. Murphy on April 2, 2026. In advance of that session, the Parties exchanged and submitted detailed mediation statements to Mr. Murphy.

21. In the weeks following the mediation, Mr. Murphy made a mediator's recommendation that the Parties settle the Action for $45,000,000, which the Parties accepted. The agreement's terms were memorialized in a term sheet executed on May 13, 2026.

22. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation on June 3, 2026. The Stipulation, which sets forth the terms and conditions of the Settlement, can be viewed at www.iRhythmSecuritiesLitigation.com.

23. On July 13, 2026, the Court preliminarily approved the Settlement, authorized notice of the Settlement to be provided to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

WHY IS THIS CASE A CLASS ACTION?

24. In a class action, one or more persons or entities (in this case, Lead Plaintiff) sue on behalf of persons and entities that have similar claims. Together, these persons and entities are a "class," and each is a "class member." Bringing a case, such as this one, as a class action allows the adjudication of many individuals' similar claims that might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or "opt out," from the class.

WHY IS THERE A SETTLEMENT?

25. Lead Plaintiff and Lead Counsel believe that Lead Plaintiff's claims against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue Lead Plaintiff's claims, through the conclusion of complex merits and expert discovery, resolution of Lead Plaintiff's pending motion for class certification, an expected motion for summary judgment, and trial. To defeat summary judgment and prevail at trial, Lead Plaintiff would have been required to prove that Defendants' statements were materially false; that Defendants knew that their statements were false when made or were deliberately reckless in making the statements; and that the disclosures concerning Defendants' false and misleading statements caused declines in the price of iRhythm's stock.

26. Defendants would have had substantial arguments to make concerning each of these issues. For example, Defendants have argued that investors cannot have been misled by Defendants' statements about the Zio AT because the device's transmission limits were publicly disclosed no later than November 2022, and that prescribing physicians understood the Zio AT's technical limitations. While Lead Plaintiff believed that it had responses to these challenges, they presented significant risks at future stages of the litigation. Lead Plaintiff also faced risks that the Court or jury might find that Defendant Blackford lacked scienter on a complete record at summary judgment or trial.

27. Lead Plaintiff faced further significant risks related to proving loss causation and damages. Specifically, there was a material risk that the Court might eliminate statements concerning the accuracy of the Zio AT as they could be read as generic or aspirational and thus, may not have impacted the price of iRhythm's stock. In addition, there was a material risk that the Court might eliminate from recovery one or more of the alleged corrective disclosures at class certification, summary judgment, or trial. If the Court were to have eliminated certain corrective disclosures at any stage of the litigation, the maximum recoverable damages would have been reduced substantially. There was also a risk that the Court or a jury would find that significant portions of the stock price declines on the alleged corrective disclosure dates were due to factors unrelated to the alleged fraud—such as revised revenue guidance, industry-wide regulatory concerns, and non-fraud related information disclosed concurrently. Accordingly, the need to "disaggregate" fraud-related damages from the overall stock price declines on the corrective disclosure dates was likely to materially lower the amounts of potential recovery in this case.

28. Moreover, in order to obtain recovery, Lead Plaintiff would have to prevail at several stages—on the pending motion for class certification, at summary judgment, at trial, and on appeal. Thus, there were significant risks attendant to the continued prosecution of the Action, and there was no guarantee that further litigation would have resulted in a higher recovery, or any recovery at all. In light of these risks, Lead Plaintiff believes that the proposed $45,000,000 Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

29. Defendants have denied and continue to deny each and all of the claims asserted against them in the Action, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever in connection with the Action, including, but not limited to, any allegations that Defendants have committed any violations of the federal securities laws or any other law, that Defendants have acted improperly in any way, or that Defendants have any liability or owe any damages of any kind to Lead Plaintiff or the Settlement Class. Defendants have agreed to the Settlement solely to eliminate the burden, expense, and uncertainty of continued litigation. Accordingly, the Settlement may not be construed as, and is not, an admission of any wrongdoing by any Defendant.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

30. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its claims against Defendants, neither Lead Plaintiff nor the other members of the Settlement Class would recover anything from Defendants. If Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?

31. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons who purchased or acquired iRhythm common stock during the period from July 25, 2022 through August 9, 2024, inclusive, and were allegedly damaged thereby.

Excluded from the Settlement Class are: (i) Defendants; (ii) members of the Immediate Families of Quentin Blackford or any Former Individual Defendant; (iii) any person who was an Officer or director of iRhythm (including the Former Individual Defendants) during the Class Period; (iv) any firm, trust, corporation, or other entity in which any person or entity excluded in subsections (i)–(iii) has or had a controlling interest; (v) iRhythm's employee retirement and benefit plan(s), if any, and their participants or beneficiaries, to the extent they made purchases through such plan(s); and (vi) the legal representatives, heirs, successors, or assigns of any such excluded persons and entities, in their capacities as such. Also excluded from the Settlement Class are any persons and entities who or which submit a request for exclusion from the Settlement Class that is accepted by the Court. *See* "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself," on page 11 below.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Settlement Class Member or that you will be entitled to a payment from the Settlement. If you are a Settlement Class Member and you wish to be eligible to receive a payment from the Settlement, you are required to submit a Claim Form and the required supporting documentation as set forth in the Claim Form postmarked (if mailed), or online at www.iRhythmSecuritiesLitigation.com, no later than October 1, 2026.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

32. As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

33. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section below entitled, "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?" on page 11.

34. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel's request for attorneys' fees and Litigation Expenses, you may present your objections by following the instructions in the section below entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?" on page 12.

35. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court in the Action. If the Settlement is approved, the Court will enter a judgment ("Judgment"). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiff's Claim (as defined in ¶ 36 below) against Defendants and the other Defendants' Releasees (as defined in ¶ 37 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiff's Claims against any of the Defendants' Releasees. *In short, if you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you will be releasing all claims you have related to this Action, as specified in ¶ 36 below.*

36. "Released Plaintiff's Claims" means any and all claims and causes of action of every nature and description, including known claims and Unknown Claims, contingent or absolute, mature or not mature,

liquidated or unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law or any other law, rule, or regulation, whether foreign or domestic, that Lead Plaintiff or any other member of the Settlement Class (i) asserted in the Action; or (ii) could have asserted in the Action, or in any other action or in any other forum, that arise out of, are based upon, are related to, or are in consequence of both (a) the allegations, transactions, facts, matters or occurrences, representations, omissions, disclosures, non-disclosures, matters that would have been barred by *res judicata* had the Action been fully litigated to a final judgment, or failures to act that were involved, set forth, or referred to in the complaints filed in the Action; and (b) the purchase or acquisition of iRhythm common stock during the Class Period. This release does not cover, include, or release (i) any claims asserted in any related shareholder derivative action; (ii) any claims related to enforcement of the Settlement; or (iii) any claims of any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

37. "Defendants' Releasees" means Defendants and Former Individual Defendants and their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, general or limited partners, principals, trustees, trusts, employees, Immediate Family members, insurers, claims administrators, reinsurers, heirs, executors, administrators, attorneys, controlling shareholders, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, limited liability companies, joint ventures, and legal representatives, in their capacities as such, as well as any trust of which any Defendants' Releasee is the settlor or which is for the benefit of any of their Immediate Family members.

38. "Unknown Claims" means any and all Released Plaintiff's Claims which Lead Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Lead Plaintiff, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the Action, the Released Plaintiff's Claims or the Released Defendants' Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have fully, finally, and forever settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Plaintiff's Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff acknowledges, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material, key element of the Settlement.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

39. To be eligible for a payment from the Settlement, you must be a member of the Settlement Class and you must timely complete and return a Claim Form to the Claims Administrator with adequate supporting documentation ***postmarked (if mailed), or submitted online at www.iRhythmSecuritiesLitigation.com, no later than October 1, 2026***. A Claim Form is included with this Notice, or you may obtain a copy from the website maintained by the Claims Administrator for the Settlement, www.iRhythmSecuritiesLitigation.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at 1-866-457-5539, or by emailing the Claims Administrator at info@iRhythmSecuritiesLitigation.com. Please retain all records of your ownership of and transactions in iRhythm common stock, as they may be needed to document your Claim. The Parties and Claims Administrator do not have information about your transactions in iRhythm common stock.

40. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

41. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

42. Pursuant to the Settlement, Defendants shall pay or cause to be paid a total of $45,000,000 in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

43. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to the Plan of Allocation set forth in Appendix A, or another plan of allocation, will not affect the Settlement, if approved.

44. Once the Court's order or judgment approving the Settlement becomes Final and the Effective Date has occurred, no Defendant, Defendants' Releasee, or any other person or entity who or which paid any portion of the Settlement Amount on Defendants' behalf is entitled to get back any portion of the Settlement Fund. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the Plan of Allocation.

45. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked or received on or before October 1, 2026 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any judgment entered and the Releases given.

46. Participants in, and beneficiaries of, an iRhythm employee benefit plan covered by the Employee Retirement Income Security Act of 1974 ("ERISA Plan") should NOT include any information relating to their transactions in iRhythm common stock held through the ERISA Plan in any Claim Form that they submit in this Action. They should include ONLY those shares that they purchased or acquired outside of the ERISA Plan.

47. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

48. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim.

49. Only Settlement Class Members, *i.e.*, persons and entities who purchased or otherwise acquired iRhythm common stock during the Class Period and were damaged as a result of such purchases or acquisitions, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

50. **Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Lead Plaintiff and Lead Counsel. At the Settlement Hearing, Lead Counsel will request that the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Settlement Class.**

WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

51. Lead Counsel has not received any payment for its services in pursuing claims against the Defendants on behalf of the Settlement Class, nor has Lead Counsel been reimbursed for its out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 25% of the Settlement Fund (*i.e.*, $11.25 million). At the same time, Lead Counsel also intends to apply for payment of Litigation Expenses in an amount not to exceed $800,000, which amount may include a request for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class pursuant to 15 U.S.C. §78u-4(a)(4), in an amount not to exceed $10,000.

52. Lead Counsel's motion for attorneys' fees and Litigation Expenses will be filed by August 20, 2026. A copy of Lead Counsel's motion for attorneys' fees and Litigation Expenses will be available for review at www.iRhythmSecuritiesLitigation.com once it is filed. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. ***Settlement Class Members are not personally liable for any such fees or expenses.***

WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?

53. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a letter requesting exclusion addressed to: *iRhythm Securities Litigation*, EXCLUSIONS, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063. The request for exclusion must be ***received*** **no later than October 1, 2026**. You will not be able to exclude yourself from the Settlement Class after that date. Each letter requesting exclusion must: (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity "requests exclusion from the Settlement Class in *Glazing Employers and Glaziers' Union Local #27 Pension and Retirement Fund v. iRhythm Technologies, Inc.*, Case No. 3:24-cv-00706-JSC (N.D. Cal.)"; (iii) state the number of shares of iRhythm

common stock that the person or entity requesting exclusion (A) owned as of the opening of trading on July 25, 2022 and (B) purchased/acquired and/or sold during the Class Period (*i.e.*, from July 25, 2022 through August 9, 2024, inclusive), as well as the dates, number of shares, and prices of each such purchase/acquisition and/or sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A letter requesting exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

54. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiff's Claim against any of the Defendants' Releasees. Excluding yourself from the Settlement Class is the only option that may allow you to be part of any other current or future lawsuit against Defendants or any of the other Defendants' Releasees concerning the Released Plaintiff's Claims. Please note, however, if you decide to exclude yourself from the Settlement Class, Defendants and the other Defendants' Releasees will have the right to assert any and all defenses they may have to any claims that you may seek to assert.

55. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment from the Net Settlement Fund.

56. iRhythm has the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiff and iRhythm.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

57. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

58. **Please Note**: The date and time of the Settlement Hearing may change without further written notice to the Settlement Class. In addition, the Court may decide to change the format of the Settlement Hearing—currently scheduled as a Zoom videoconference—without further written notice to the Settlement Class. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Settlement Class Members must or may participate by phone or video or in person, it is important that you monitor the Court's docket and the website, www.iRhythmSecuritiesLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to www.iRhythmSecuritiesLitigation.com. Information for accessing the hearing video conference will be posted to www.iRhythmSecuritiesLitigation.com.**

59. The Settlement Hearing will be held on **November 5, 2026 at 9:00 a.m. Pacific time**, before the Honorable Jacqueline Scott Corley, United States District Court Judge for the Northern District of California, by Zoom videoconference. At the Settlement Hearing, the Court will determine, among other things, (i) whether, for purposes of settlement, the Action should be certified as a class action on behalf of the Settlement Class, Lead Plaintiff should be appointed as the class representative for the Settlement Class, and Lead Counsel should be appointed as class counsel for the Settlement Class; (ii) whether the Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to

the Settlement Class, and should be finally approved by the Court; (iii) whether the Action should be dismissed with prejudice against Defendants and the releases specified and described in the Stipulation (and in this Notice) should be granted; (iv) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (v) whether Lead Counsel's motion for attorneys' fees and Litigation Expenses should be approved. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's request for attorneys' fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

60. Any Settlement Class Member may object to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's request for attorneys' fees and Litigation Expenses. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the Action will continue. If that is what you want to happen, then you should object.

61. Any objection to the proposed Settlement must be in writing. If you submit a timely written objection, you may, but are not required to, appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must: (a) clearly identify the case name and number (*Glazing Employers and Glaziers' Union Local #27 Pension and Retirement Fund v. iRhythm Technologies, Inc.*, Case No. 3:24-cv-00706-JSC (N.D. Cal.)); (b) be submitted to the Court either by filing them in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, Phillip Burton Federal Building, 450 Golden Gate Avenue, San Francisco, CA 94102; and (c) be filed or postmarked on or before **October 1, 2026**. Objectors represented by counsel may file objections electronically by ECF.

62. Any objection must: (a) identify the name, address, and telephone number of the person or entity objecting and be signed by the objector; (b) state with specificity the grounds for the Settlement Class Member's objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of shares of iRhythm common stock that the objecting Settlement Class Member (i) owned as of the opening of trading on July 25, 2022 and (ii) purchased/acquired and/or sold during the Class Period (*i.e.*, from July 25, 2022 through August 9, 2024, inclusive), as well as the dates, number of shares, and prices of each such purchase/acquisition and sale. Documentation establishing membership in the Settlement Class may consist of copies of trade confirmations or monthly account statements, or an authorized statement from the objector's broker or financial institution containing the transactional and holding information found in a trade confirmation or account statement. **You may not object to the Settlement, Plan of Allocation, or Lead Counsel's request for attorneys' fees and Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a Settlement Class Member.**

63. If you wish to appear and speak about your objection at the Settlement Hearing, you must state that you intend to appear at the hearing in your objection or send a letter stating that you intend to appear at the Settlement Hearing in *Glazing Employers and Glaziers' Union Local #27 Pension and Retirement Fund v. iRhythm Technologies, Inc.*, Case No. 3:24-cv-00706-JSC (N.D. Cal.) to the Clerk of Court at the address set forth in ¶ 61 above so that it is **filed or *postmarked* on or before October 1, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written

objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

64. **Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's request for attorneys' fees and Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

WHAT IF I DO NOTHING?

65. If you do nothing, all of your Released Plaintiff's Claims (*see* ¶ 36 above) against Defendants and the other Defendants' Releasees will be released, and you will not receive any payment from the Settlement because it is necessary that you submit a Claim Form in order to be eligible to share in the Settlement proceeds.

WHAT IF I BOUGHT SHARES OF iRHYTHM COMMON STOCK ON SOMEONE ELSE'S BEHALF?

66. If you purchased or otherwise acquired shares of iRhythm common stock from July 25, 2022 through August 9, 2024, inclusive, for the beneficial interest of persons or entities other than yourself, you must either (i) within seven (7) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") and the link to the electronic Notice Packet to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets and links to the electronic Notice Packet forward the Notice Packets to all such beneficial owners for whom you have postal mailing addresses and forward the link to the electronic Notice Packet to all such beneficial owners for whom you have email addresses (if you have both forms of address for the same beneficial owner, send the Notice Packet by both means); or (ii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and e-mail addresses, if available, of all such beneficial owners to *iRhythm Securities Litigation*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063. If you choose the second option, the Claims Administrator will send a copy of the Notice Packet to the beneficial owners you have identified. Upon full compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred in complying with these directions by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. **Brokers, nominees, and their agents shall forward the Notice Packet to (or identify names, mailing addresses, and e-mail addresses of) *all* beneficial owners who purchased or otherwise acquired iRhythm common stock during the Class Period, regardless of whether or not those beneficial owners have enrolled in a claim-filing program with their broker or financial institution.** Reasonable expenses shall not exceed $0.05 per mailing record provided to the Claims Administrator; $0.05 per unit for each Notice Packet actually mailed plus postage at the rate used by the Claims Administrator; and $0.05 per Notice Packet sent via email. Such properly documented expenses incurred by nominees in compliance with these directions shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

67. Copies of the Notice and the Claim Form may be obtained from the website for the Settlement, www.iRhythmSecuritiesLitigation.com, by calling the Claims Administrator toll-free at 1-866-457-5539, or by emailing the Claims Administrator at info@iRhythmSecuritiesLitigation.com.

CAN I SEE THE COURT FILE? WHO SHOULD I CONTACT IF I HAVE QUESTIONS?

68. This Notice contains only a summary of the terms of the proposed Settlement. For the full terms and conditions of the Settlement, please review the Stipulation at www.iRhythmSecuritiesLitigation.com. Copies of any related orders entered by the Court and other Settlement related filings in this Action will also be posted on the website, www.iRhythmSecuritiesLitigation.com.

69. All inquiries concerning this Notice and the Claim Form should be directed to:

iRhythm Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

1-866-457-5539
info@iRhythmSecuritiesLitigation.com
www.iRhythmSecuritiesLitigation.com

Bernstein Litowitz Berger & Grossmann LLP
Katherine M. Sinderson
1251 Avenue of the Americas
New York, NY 10020

1-800-380-8496
www.blbglaw.com

PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT'S CLERK'S OFFICE, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE.

DATED: July 28, 2026

BY ORDER OF THE COURT
United States District Court
Northern District of California

APPENDIX A

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

70. As discussed above, the Settlement provides $45 million in cash for the benefit of the Settlement Class. The Settlement Amount and any interest it earns constitute the "Settlement Fund." The Settlement Fund, after deduction of Court-approved attorneys' fees and Litigation Expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court, is the "Net Settlement Fund." If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants, i.e., Settlement Class Members who timely submit valid Claim Forms that are accepted for payment by the Court, in accordance with a plan of allocation to be adopted by the Court. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement.

71. The Plan of Allocation (the "Plan") set forth herein is the plan that is being proposed to the Court for approval by Lead Plaintiff after consultation with its damages experts. The Court may approve the Plan with or without modification, or approve another plan of allocation, without further notice to the Settlement Class. Any Orders regarding a modification to the Plan will be posted to www.iRhythmSecuritiesLitigation.com. Defendants have had, and will have, no involvement or responsibility for the terms or application of the Plan.

72. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants who suffered economic losses as a proximate result of the wrongdoing alleged in the Action. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making pro rata allocations of the Net Settlement Fund.

73. The Plan reflects the assumption that Defendants' alleged false and misleading statements and material omissions proximately caused the price of iRhythm common stock to be artificially inflated throughout the Class Period. In calculating the estimated artificial inflation, Lead Plaintiff's damages expert considered the impact of public announcements that Lead Plaintiff believes corrected Defendants' alleged false and misleading statements and material omissions, reflected in price changes in iRhythm common stock on November 2, 2022 through November 7, 2022, May 5, 2023, May 31, 2023 through June 2, 2023, July 2, 2024[3] through July 3, 2024, August 2, 2024, and August 12, 2024, adjusting for price changes attributable to market or industry factors on those days.

74. To determine the daily artificial inflation per share, the applied methodology utilized a constant-dollar inflation. The dollar amount inflation in the price of each share of iRhythm common stock based on this analysis for each trading day in the Class Period is set forth in Table A below.

75. Under the Plan, Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the prices of iRhythm common stock at the time of purchase or acquisition and at the time of sale, or the difference between the actual purchase price and sale price. In order to have a Recognized Loss Amount under the Plan of Allocation, a Settlement Class Member who purchased or otherwise acquired iRhythm common stock during the Class Period must have held those shares through

[3] The Second Amended Complaint alleges a stock price decline following the alleged corrective disclosure of the DOJ Filing on July 1, 2024; however, as this filing occurred after hours, the first market impact date is July 2, 2024.

at least the close of trading on November 1, 2022 or, if purchased after that date, through at least one of the subsequent alleged corrective disclosure dates.

CALCULATION OF RECOGNIZED LOSS AMOUNT

76. Based on the formula stated below, a "Recognized Loss Amount" will be calculated for each purchase or acquisition of iRhythm common stock during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero.[4]

77. For each share of iRhythm common stock purchased or otherwise acquired during the Class Period (that is, the period from July 25, 2022, through August 9, 2024, inclusive), and:

A. Sold prior to the close of trading on November 1, 2022, the Recognized Loss Amount will be $0.00.

B. Sold from November 2, 2022 through and including the close of trading on August 9, 2024, the Recognized Loss Amount will be ***the lesser of***: (i) the amount of artificial inflation on the purchase/acquisition date as stated in Table A below *minus* the amount of artificial inflation on the sale date as stated in Table A below; or (ii) the purchase/acquisition price minus the sale price.

C. Sold from August 12, 2024, through and including the close of trading on November 8, 2024, the Recognized Loss Amount will be ***the least of***: (i) the amount of artificial inflation on the purchase/acquisition date as stated in Table A below; (ii) the purchase/acquisition price minus the average closing price from August 12, 2024 through the date of sale as stated in Table B below; or (iii) the purchase/acquisition price minus the sale price.

D. Held as of the close of trading on November 8, 2024, the Recognized Loss Amount will be ***the lesser of***: (i) the amount of artificial inflation on the purchase/acquisition date as stated in Table A below, or (ii) the purchase/acquisition price *minus* $70.38.[5]

ADDITIONAL PROVISIONS

78. **Calculation of Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated under ¶ 77 above.

79. **FIFO Matching:** If a Claimant made more than one purchase/acquisition or sale of iRhythm common stock during the Class Period, all purchases/acquisitions and sales will be matched on a First In,

[4] Any transactions in iRhythm common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

[5] Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of iRhythm common stock during the "90-day look-back period" from August 12, 2024 (the first day that U.S. financial markets were open subsequent to the Class Period) through November 8, 2024, inclusive. The mean (average) closing price for iRhythm common stock during this period was $70.38.

First Out ("FIFO") basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

80. **Purchase/Sale Prices:** For the purposes of calculations in ¶ 77 above, "purchase/acquisition price" means the actual price paid, excluding any fees, commissions, and taxes, and "sale price" means the actual amount received, not deducting any fees, commissions, and taxes.

81. **"Purchase/Acquisition/Sale" Dates:** Purchases or acquisitions and sales of iRhythm common stock will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of iRhythm common stock during the Class Period will not be deemed a purchase, acquisition, or sale of iRhythm common stock for the calculation of a Claimant's Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of iRhythm common stock unless (i) the donor or decedent purchased or otherwise acquired or sold such iRhythm common stock during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to shares of iRhythm common stock.

82. **Short Sales:** The date of covering a "short sale" is deemed to be the date of purchase or acquisition of the iRhythm common stock. The date of a "short sale" is deemed to be the date of sale of the iRhythm common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" and the purchases covering "short sales" is zero.

83. In the event that a Claimant has an opening short position in iRhythm common stock, the earliest purchases or acquisitions of iRhythm common stock during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

84. **Common Stock Purchased/Sold Through the Exercise of Options:** Option contracts are not securities eligible to participate in the Settlement. With respect to iRhythm common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option, and the purchase/sale price is the exercise price of the option.

85. **Market Gains and Losses:** The Claims Administrator will determine if the Claimant had a "Market Gain" or a "Market Loss" with respect to his, her, or its overall transactions in iRhythm common stock during the Class Period. For purposes of making this calculation, the Claims Administrator shall determine the difference between (i) the Claimant's Total Purchase Amount[6] and (ii) the sum of the Claimant's Total Sales Proceeds[7] and the Claimant's Holding Value.[8] If the Claimant's Total Purchase Amount *minus* the sum of the Claimant's Total Sales Proceeds and the Claimant's Holding Value is a

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[6] The "Total Purchase Amount" is the total amount the Claimant paid (excluding all fees, taxes, and commissions) for all shares of iRhythm common stock purchased or acquired during the Class Period.

[7] The Claims Administrator shall match any sales of iRhythm common stock during the Class Period first against the Claimant's opening position in iRhythm common stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (not deducting any fees, taxes and commissions) for sales of the remaining shares of iRhythm common stock sold during the Class Period is the "Total Sales Proceeds."

[8] The Claims Administrator shall ascribe a "Holding Value" of $64.64 to each share of iRhythm common stock purchased or acquired during the Class Period that was still held as of the close of trading on August 9, 2024.

positive number, that number will be the Claimant's Market Loss; if the number is a negative number or zero, that number will be the Claimant's Market Gain.

86. If a Claimant had a Market Gain with respect to his, her, or its overall transactions in iRhythm common stock during the Class Period, the value of the Claimant's Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to his, her, or its overall transactions in iRhythm common stock during the Class Period but that Market Loss was less than the Claimant's Recognized Claim, then the Claimant's Recognized Claim will be limited to the amount of the Market Loss.

87. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant, which will be the Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

88. If an Authorized Claimant's Distribution Amount calculates to less than $10.00, no distribution will be made to that Authorized Claimant. Those funds will be included in the distribution to Authorized Claimants whose Distribution Amount is $10.00 or more.

89. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund six (6) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least $10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to the Bluhm Legal Clinic Complex Civil Litigation and Investor Protection Center at the Northwestern Pritzker School of Law.

90. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages experts, Lead Plaintiff's consulting experts, Defendants, Defendants' Counsel, or any of the other Plaintiff's Releasees or Defendants' Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Lead Plaintiff, Defendants, and their respective counsel, and all other Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

TABLE A

Artificial Inflation in iRhythm Common Stock
July 25, 2022 through August 9, 2024

Transaction Date	Artificial Inflation Per-Share
July 25, 2022 - November 1, 2022	$78.83
November 2, 2022	$78.72
November 3, 2022	$68.48
November 4, 2022	$63.23
November 7, 2022 - May 4, 2023	$60.44
May 5, 2023 - May 30, 2023	$47.18
May 31, 2023	$40.09
June 1, 2023	$33.61
June 2, 2023 - July 1, 2024	$27.03
July 2, 2024	$19.22
July 3, 2024 - August 1, 2024	$16.64
August 2, 2024 - August 9, 2024	$6.14
August 12, 2024 and later	$0.00

TABLE B

90-Day Look-back Table for iRhythm Common Stock
Closing Price and Average Closing Price
August 12, 2024 through November 8, 2024

Date	Closing Price	Average Closing Price from August 12, 2024 through Date Shown	Date	Closing Price	Average Closing Price from August 12, 2024 through Date Shown
Aug. 12, 2024	$64.64	$64.64	Sept. 26, 2024	$71.63	$70.04
Aug. 13, 2024	$66.48	$65.56	Sept. 27, 2024	$72.87	$70.13
Aug. 14, 2024	$66.49	$65.87	Sept. 30, 2024	$74.24	$70.24
Aug. 15, 2024	$66.62	$66.06	Oct. 1, 2024	$71.58	$70.28
Aug. 16, 2024	$65.48	$65.94	Oct. 2, 2024	$71.03	$70.30
Aug. 19, 2024	$69.68	$66.56	Oct. 3, 2024	$66.28	$70.20
Aug. 20, 2024	$69.93	$67.05	Oct. 4, 2024	$62.71	$70.00
Aug. 21, 2024	$70.67	$67.50	Oct. 7, 2024	$60.36	$69.76
Aug. 22, 2024	$69.84	$67.76	Oct. 8, 2024	$60.19	$69.53
Aug. 23, 2024	$70.01	$67.98	Oct. 9, 2024	$58.67	$69.27
Aug. 26, 2024	$69.81	$68.15	Oct. 10, 2024	$57.38	$68.99
Aug. 27, 2024	$67.95	$68.13	Oct. 11, 2024	$57.07	$68.72
Aug. 28, 2024	$68.56	$68.17	Oct. 14, 2024	$57.94	$68.48
Aug. 29, 2024	$72.42	$68.47	Oct. 15, 2024	$60.13	$68.30
Aug. 30, 2024	$70.88	$68.63	Oct. 16, 2024	$61.77	$68.16
Sept. 3, 2024	$68.00	$68.59	Oct. 17, 2024	$62.49	$68.04
Sept. 4, 2024	$68.98	$68.61	Oct. 18, 2024	$62.67	$67.93
Sept. 5, 2024	$65.21	$68.43	Oct. 21, 2024	$62.10	$67.82
Sept. 6, 2024	$67.20	$68.36	Oct. 22, 2024	$75.59	$67.97
Sept. 9, 2024	$69.98	$68.44	Oct. 23, 2024	$74.36	$68.09
Sept. 10, 2024	$72.41	$68.63	Oct. 24, 2024	$78.12	$68.28
Sept. 11, 2024	$74.83	$68.91	Oct. 25, 2024	$75.68	$68.42
Sept. 12, 2024	$74.76	$69.17	Oct. 28, 2024	$76.30	$68.56
Sept. 13, 2024	$76.61	$69.48	Oct. 29, 2024	$77.00	$68.71
Sept. 16, 2024	$73.70	$69.65	Oct. 30, 2024	$75.77	$68.84
Sept. 17, 2024	$71.51	$69.72	Oct. 31, 2024	$72.44	$68.90
Sept. 18, 2024	$71.03	$69.77	Nov. 1, 2024	$75.04	$69.00
Sept. 19, 2024	$73.08	$69.88	Nov. 4, 2024	$81.44	$69.21
Sept. 20, 2024	$70.00	$69.89	Nov. 5, 2024	$86.68	$69.50
Sept. 23, 2024	$70.05	$69.89	Nov. 6, 2024	$89.50	$69.82
Sept. 24, 2024	$70.30	$69.91	Nov. 7, 2024	$88.76	$70.12
Sept. 25, 2024	$72.69	$69.99	Nov. 8, 2024	$86.48	$70.38

iRhythm Securities Litigation
Toll-Free Number: (866) 457-5539
Email: info@iRhythmSecuritiesLitigation.com
Website: www.iRhythmSecuritiesLitigation.com

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release Form ("Claim Form") and mail it by First-Class Mail to the address below, or submit it online at www.iRhythmSecuritiesLitigation.com, with supporting documentation, ***postmarked*** **(if mailed) or submitted online no later than October 1, 2026**.

Mail to:

iRhythm Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the Parties to the Action, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

TABLE OF CONTENTS **PAGE #**

PART I – CLAIMANT INFORMATION **2**

PART II – GENERAL INSTRUCTIONS **3**

PART III – SCHEDULE OF TRANSACTIONS IN iRHYTHM COMMON STOCK (NASDAQ: IRTC; CUSIP: 450056106) **6**

PART IV – RELEASE OF CLAIMS, CERTIFICATION, AND SIGNATURE **7**

Need help? If you have questions concerning this Claim Form or need assistance in filling out the Claim Form, you may contact the Claims Administrator at the above mailing address, by email at info@iRhythmSecuritiesLitigation.com, or by toll-free phone at (866) 457-5539, or you can visit the website, www.iRhythmSecuritiesLitigation.com.

PART I – CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Name of the Beneficial Owner of iRhythm common stock (see ¶ 9 on page 4 for details)
First Name Last Name

Joint Owner's Name (*if applicable*)
First Name Last Name

If this claim is submitted for an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA, please include "IRA" in the "Last Name" box above (*e.g.*, Jones IRA).

Entity Name (if the Owner is not an individual)

Name of Representative, if applicable (*executor, administrator, trustee, c/o, etc.*), if different from Owner

Last 4 digits of Social Security Number or Taxpayer Identification Number

Street Address

Street Address (second line, if needed)

City State/Province Zip Code

Foreign Postal Code (if applicable) Foreign Country (if applicable)

Telephone Number (Day) Telephone Number (Evening)

Email Address (email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim):

Type of Owner:

Specify one of the following:

☐ Individual(s) ☐ Corporation ☐ UGMA Custodian ☐ IRA

☐ Partnership ☐ Estate ☐ Trust ☐ Other (describe: _____)

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses ("Notice"), including the proposed Plan of Allocation set forth in the Notice ("Plan of Allocation"). The Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the Releases described therein and provided for herein.

2. This Claim Form is directed to **all persons and entities who purchased or acquired the common stock of iRhythm Technologies, Inc. ("iRhythm") from July 25, 2022 through August 9, 2024, inclusive ("Class Period"), and were allegedly damaged thereby ("Settlement Class")**. Certain persons and entities are excluded from the Settlement Class by definition as set forth in ¶ 31 of the Notice.

3. By submitting this Claim Form, you are making a request to share in the proceeds of the Settlement described in the Notice. If you are not a Settlement Class Member (see the definition of the Settlement Class in ¶ 31 of the Notice), or if you, or someone acting on your behalf, submitted a request for exclusion from the Settlement Class, do not submit a Claim Form. **You may not, directly or indirectly, participate in the Settlement if you are not a Settlement Class Member.** Thus, if you are excluded from the Settlement Class, any Claim Form that you submit, or that may be submitted on your behalf, will not be accepted.

4. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.**

5. Use the Schedule of Transactions in Part III of this Claim Form to supply all required details of your transaction(s) (including free transfers and deliveries) in and holdings of iRhythm common stock. In this Schedule, please provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of iRhythm common stock, whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time periods may result in the rejection of your claim.**

6. **Please note**: Only iRhythm common stock purchased or acquired during the Class Period (*i.e.*, the period from July 25, 2022 through August 9, 2024, inclusive) is eligible under the Settlement. However, because the PSLRA provides for a "90-day look-back period" (described in the Plan of Allocation set forth in the Notice), you must provide documentation related to your purchases, acquisitions, and sales of iRhythm common stock during the period from August 10, 2024 through November 8, 2024 (i.e., the 90-day look-back period) in order for the Claims Administrator to calculate your Recognized Loss Amount under the Plan of Allocation and process your claim. **Failure to report all transaction and holding information during the requested time periods may result in the rejection of your claim.**

7. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of the iRhythm common stock set forth in the Schedule of Transactions in Part III of this Claim Form. Documentation may consist of copies of trade confirmations or account statements, or an authorized statement from your broker or other financial institution containing the transactional and holding information found in a trade confirmation or account statement. The Parties and the Claims Administrator do not independently have information about your investments in iRhythm common stock. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE

DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

8. **One Claim Form should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (e.g., an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claims may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in iRhythm common stock made on behalf of a single beneficial owner.

9. All joint beneficial owners must sign this Claim Form and their names must appear as "Claimants" in Part I of this Claim Form. The complete name(s) of the beneficial owner(s) must be entered. If you purchased or acquired iRhythm common stock during the Class Period and held the shares in your name, you are the beneficial owner as well as the record owner. If you purchased or acquired iRhythm common stock during the Class Period and the shares were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these shares/options, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form.

10. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

(a) expressly state the capacity in which they are acting;

(b) identify the name, account number, last four digits of the Social Security Number (or Taxpayer Identification Number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the iRhythm common stock; and

(c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

11. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

12. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

13. **PLEASE NOTE**: As set forth in the Plan of Allocation, each Authorized Claimant shall receive their *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than $10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

14. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or a copy of the Notice, you may contact the Claims Administrator, Strategic Claims Services, at the above

address, by email at info@iRhythmSecuritiesLitigation.com, or by toll-free phone at (866) 457-5539, or you can visit the website maintained by the Claims Administrator, www.iRhythmSecuritiesLitigation.com, where copies of the Claim Form and Notice are available for downloading.

15. **NOTICE REGARDING ELECTRONIC FILES**: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the ***mandatory*** electronic filing requirements and file layout, you may visit the website www.iRhythmSecuritiesLitigation.com, or you may email the Claims Administrator's electronic filing department at info@iRhythmSecuritiesLitigation.com. **Any file that is not in accordance with the required electronic filing format will be subject to rejection.** No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to you to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the Claims Administrator's electronic filing department at info@iRhythmSecuritiesLitigation.com to inquire about your file and confirm it was received.**

IMPORTANT PLEASE NOTE:

YOUR CLAIM IS NOT DEEMED SUBMITTED UNTIL YOU RECEIVE AN ACKNOWLEDGMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGMENT POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 866-457-5539.

PART III – SCHEDULE OF TRANSACTIONS IN iRHYTHM COMMON STOCK

The only eligible security is the common stock of iRhythm Technologies, Inc. ("iRhythm"). During the Class Period, iRhythm common stock traded on the NASDAQ under the ticker symbol **IRTC** with the **CUSIP 450056106**. Do not include information regarding securities other than iRhythm common stock. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions ¶ 7, above.

1. HOLDINGS AS OF JULY 25, 2022 – State the total number of shares of iRhythm common stock held as of the opening of trading on July 25, 2022. (Must be documented.) If none, write "zero" or "0." _____	Confirm Proof of Position Enclosed ☐

2. PURCHASES/ACQUISITIONS FROM JULY 25, 2022 THROUGH AUGUST 9, 2024, INCLUSIVE – Separately list each and every purchase or acquisition (including free receipts) of iRhythm common stock from July 25, 2022 through the close of trading on August 9, 2024. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase Price Per Share	Total Purchase Price (excluding any taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐

3. PURCHASES/ACQUISITIONS FROM AUGUST 10, 2024 THROUGH NOVEMBER 8, 2024, INCLUSIVE – State the total number of shares of iRhythm common stock purchased or acquired (including free receipts) from August 10, 2024 through the close of trading on November 8, 2024. If none, write "zero" or "0." _____

4. SALES FROM JULY 25, 2022 THROUGH NOVEMBER 8, 2024, INCLUSIVE – Separately list each and every sale or disposition (including free deliveries) of iRhythm common stock from July 25, 2022 through the close of trading on November 8, 2024. (Must be documented.)

IF NONE, CHECK HERE ☐

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (not deducting any taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐

5. HOLDINGS AS OF NOVEMBER 8, 2024 – State the total number of shares of iRhythm common stock held as of the close of trading on November 8, 2024. (Must be documented.) If none, write "zero" or "0." _____	Confirm Proof of Position Enclosed ☐

IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER'S FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH EXTRA SCHEDULES, CHECK THIS BOX. ☐

PART IV – RELEASE OF CLAIMS, CERTIFICATION, AND SIGNATURE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE 8 OF THIS CLAIM FORM.

I (We) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) (the claimant(s)') respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiff's Claim against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiff's Claims against any of the Defendants' Releasees.

CERTIFICATION

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;

2. that the claimant(s) is a (are) Settlement Class Member(s), as defined in the Notice, and is (are) not excluded by definition from the Settlement Class as set forth in the Notice;

3. that the claimant(s) did ***not*** submit a request for exclusion from the Settlement Class;

4. that I (we) owned the iRhythm common stock identified in the Claim Form and have not assigned the claim against any of the Defendants or any of the other Defendants' Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;

5. that the claimant(s) has (have) not submitted any other claim covering the same purchases of iRhythm common stock and knows (know) of no other person having done so on the claimant's (claimants') behalf;

6. that the claimant(s) has (have) not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any Released Plaintiff's Claim against any of the Defendants' Releasees;

7. that the claimant(s) submit(s) to the jurisdiction of the United States District Court for the Northern District of California with respect to claimant's (claimants') claim and for purposes of enforcing the releases set forth herein;

8. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;

9. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the determination by the Court of the validity or amount of this Claim, and waive(s) any right of appeal or review with respect to such determination;

10. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

11. that the claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (i) the claimant(s) is (are) exempt from backup withholding or (ii) the claimant(s) has (have) not been notified by the IRS that he, she, it, or they is (are) subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the claimant(s) that he, she, it, or they is (are) no longer subject to backup withholding. **If the IRS has notified the claimant(s) that he, she, it, or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of claimant Date

Print claimant name here

Signature of joint claimant, if any Date

Print joint claimant name here

If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of claimant Date

Print name of person signing on behalf of claimant here

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant – *see* ¶ 10 on page 4 of this Claim Form.)

REMINDER CHECKLIST

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.
2. Attach only ***copies*** of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. **If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll-free at (866) 457-5539.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your Claim Form, contact the Claims Administrator at the mailing address below, by email at info@iRhythmSecuritiesLitigation.com, or by toll-free phone at (866) 457-5539, or you may visit www.iRhythmSecuritiesLitigation.com. DO NOT call iRhythm, the other Defendants, or their counsel with questions regarding your Claim Form.

This Claim Form must be mailed to the Claims Administrator by First-Class Mail or submitted online at www.iRhythmSecuritiesLitigation.com, postmarked (or submitted online) no later than October 1, 2026. If mailed, the Claim Form should be addressed as follows:

iRhythm Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

Payments to eligible Authorized Claimants will be made only if the Court approves the Settlement, after any appeals are resolved, and after the completion of all claims processing.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

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iRhythm Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
Media, PA 19063

Important Legal Notice: If you purchased or acquired iRhythm common stock from July 25, 2022 through August 9, 2024, you could get a payment from a class action settlement.

PLEASE FORWARD

EXHIBIT B

List of Persons and Entities Requesting Exclusion from *Glazing Employers and Glaziers' Union Local #27 Pension and Retirement Fund v. iRhythm Technologies, Inc.*, Case No. 3:24-cv-00706-JSC (N.D. Cal.)

1. Ranima Ltd., Road Town, Tortola
2. Justin Fazzolari, New York, NY
3. Maura Murphy, Brooklyn, NY

EXHIBIT C

iRhythm Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
USA

Re: Request for Exclusion from Settlement Class – in re iRhythm Technologies, Inc. Securities Litigation - Case No. 3:24-cv-706-JSC

To Whom It May Concern:

I hereby request to be excluded from the Settlement Class in the matter of **In re iRhythm Technologies, Inc. Securities Litigation, Case No. 3:24-cv-706-JSC.**

I understand that by submitting this Request for Exclusion, I will not be eligible to receive any payment from the proposed $45,000,000 Settlement Fund and will not be bound by the Settlement or any judgment entered in this Action. I further understand that excluding myself from the Settlement Class is the only option that preserves my right to participate in or bring any other lawsuit against any of the Defendants or the other Defendants' Releasees concerning the Released Plaintiff's Claims.

Accordingly, I request that I be excluded from the Settlement Class and all related proceedings in this Action.

Name: Ranima Ltd.

Address: [redacted]

[redacted] Road Town – Tortola, British Virgin Islands

Mailing Address: [redacted]

[redacted] 9490 Vaduz, Liechtenstein

Telephone Number: [redacted]

Email Address (optional): [redacted]

During the Class Period (July 25, 2022 through August 9, 2024), I purchased or acquired iRhythm Technologies, Inc. common stock as follows:

Trade Date(s): December 19th, 2022

Number of Shares Purchased/Acquired: 1,055 (one thousand fifty-five shares)

Purchase Price(s): $93.90

I declare under penalty of perjury that the foregoing information is true and correct.

Date: 10th August 2026

Signature: [signature]

Printed Name: lic. iur. Susanne Keicher

Case 3:24-cv-00706-JSC Document 158-3 Filed 10/22/26 Page 46 of 50
PageID #: 6938

P.P. A-PRIORITY
LI - 9494 Schaan Betriebszentrum
Liechtensteinische Post AG

PRIORITY
PRIORITAIRE

IRHYTHM SECURITIES LITIGATION
C/O STRATEGIC CLAIMS SERVICES
P.O. BOX 230
600 N. JACKSON STREET
SUITE 205
MEDIA, PA 19063
USA

SEP 09 2026

EXHIBIT D

To whom it may concern:

i) I, Justin Fazzolari
[redacted]
New York, NY 10024
[redacted],

ii) request exclusion from the Settlement Class in "Glazing Employers and Glazers' Union Local #27 Pension + Retirement Fund v. iRhythm Technologies Inc., case no. 3:24-cv-00706-JSC (N.D. Cal.).

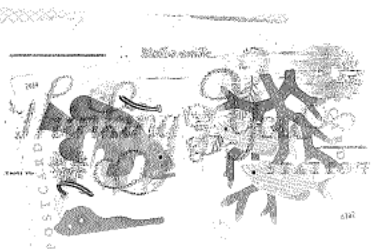
iii) for 1 share total:

0.50958	shares at	$98.12	on	7/18/24
0.352011	shares at	$70.93	on	8/2/24
0.14	shares at	$72.03	on	8/5/24

Justin Fazzolari

Justin Fazzolari
[redacted]
New York, NY 10024

NEW YORK NY 100
2 SEP 2026 PM 6 L



iRhythm Securities Litigation
EXCLUSIONS, c/o Strategic Claims Services
PO Box 230
600 N. Jackson St, Ste 205
Media, PA 19063

SEP 09 2026

19063-256455

EXHIBIT E

September 22, 2026

iRhythm Securities Litigation, EXCLUSIONS
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

Dear Claims Administration Team and/or Ms. Sinderson:

I am writing to request exclusion from the Settlement Class in *Glazing Employers and Glaziers' Union Local #27 Pension and Retirement Fund v. iRhythm Technologies, Inc.*, Case No. 3:24-cv-00706-JSC (N.D. Cal).

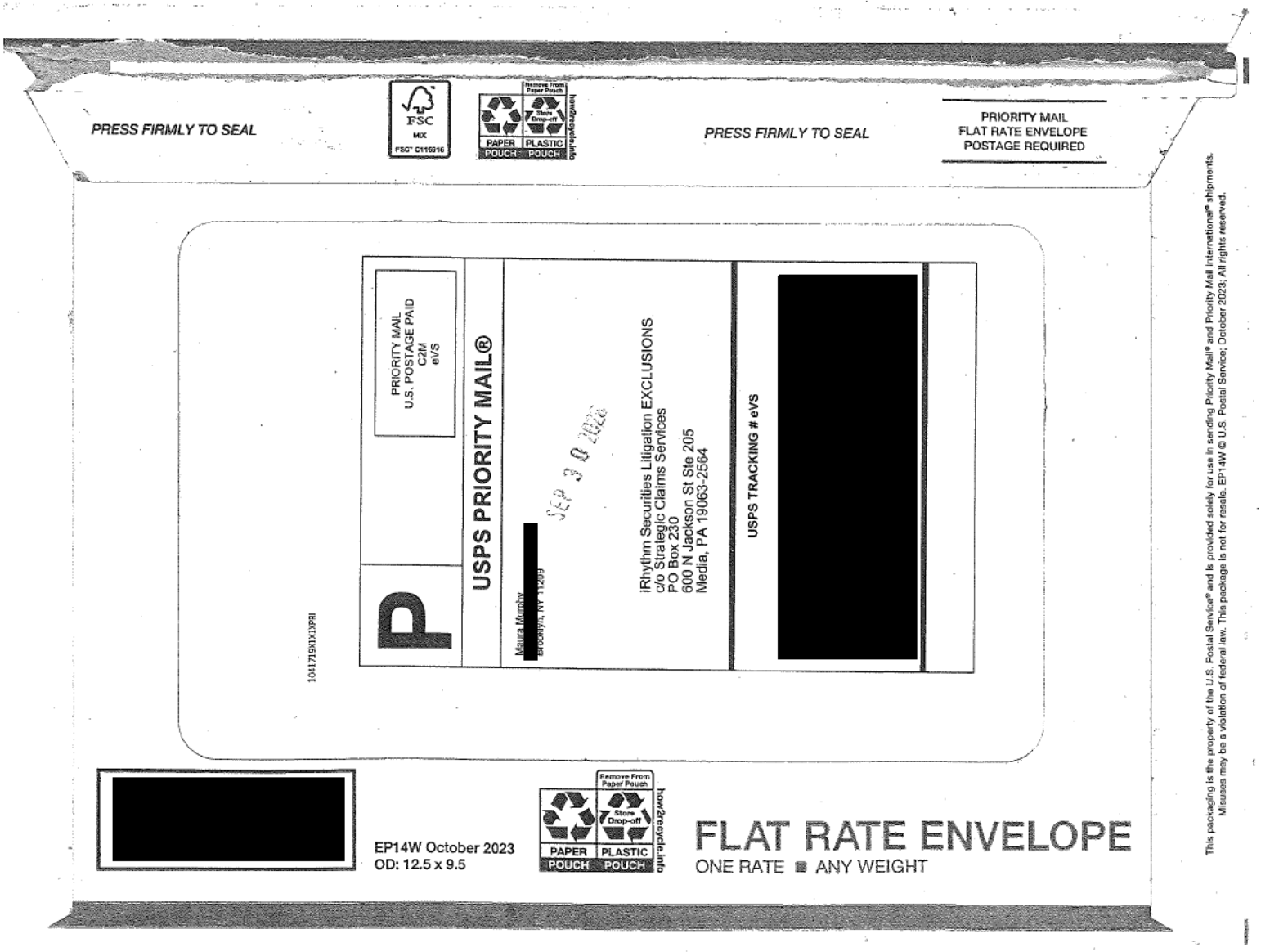
The information you requested to process this request:

- I hadn't owned any iRhythm common stock as of July 25, 2022.
- My only purchase was for 0.0619 shares totaling $6.52 on Dec 20, 2023, on which date the cost per share was $105.33.
- As of the date of this letter I still own these shares.

As previously stated, I request to be excluded from this Class Action lawsuit. Please let me know if there are additional steps I need to take in order to complete this request.

Sincerely,

Maura Murphy
[redacted]
Brooklyn, NY 11209
[redacted]


PRESS FIRMLY TO SEAL
FSC MIX FSC® C116916
Remove From Paper Pouch
Store Drop-off
PAPER POUCH
PLASTIC POUCH
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Maura Murphy
Brooklyn NY 11209
SEP 30 2026
iRhythm Securities Litigation EXCLUSIONS
c/o Strategic Claims Services
PO Box 230
600 N Jackson St Ste 205
Media, PA 19063-2564
USPS TRACKING # eVS
[redacted]
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EP14W October 2023
OD: 12.5 x 9.5
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Exhibit 3

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GLAZING EMPLOYERS AND GLAZIERS' UNION LOCAL #27 PENSION AND RETIREMENT FUND, on behalf of itself and all others similarly situated, Plaintiff, v. IRHYTHM TECHNOLOGIES, INC., et al., Defendants.	Case No. 3:24-cv-706-JSC CLASS ACTION

[PROPOSED] JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a securities class action is pending in this Court entitled *Glazing Employers and Glaziers' Union Local #27 Pension and Retirement Fund v. iRhythm Technologies, Inc.*, Case No. 3:24-cv-00706-JSC (the "Action");

WHEREAS, (a) Lead Plaintiff Oklahoma Firefighters Pension and Retirement System ("Lead Plaintiff"), on behalf of itself and the Settlement Class, and (b) Defendants iRhythm Technologies, Inc. ("iRhythm" or the "Company") and Quentin Blackford (together, "Defendants") have entered into the Stipulation and Agreement of Settlement dated June 3, 2026 ("Stipulation"), that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court ("Settlement");

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meanings as they have in the Stipulation;

WHEREAS, by Order dated July 13, 2026 ("Preliminary Approval Order"), this Court: (a) found, pursuant to Rule 23(e)(1)(B) of the Federal Rules of Civil Procedure, that it (i) would likely be able to certify the Settlement Class for purposes of the Settlement and (ii) would likely be able to approve the Settlement as fair, reasonable, and adequate under Rule 23(e)(2); (b) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (c) provided Settlement Class Members with the opportunity to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on November 5, 2026 ("Settlement Hearing") to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against the Defendants; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on June 4, 2026; and (b) the Notice and Summary Notice, both of which were filed with the Court on August 20, 2026.

3. **Class Certification for Settlement Purposes** – The Court hereby certifies, for the purposes of the Settlement only, the Action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class consisting of all persons and entities who purchased or acquired iRhythm common stock from July 25, 2022 through August 9, 2024, inclusive ("Class Period"), and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members of the Immediate Families of Quentin Blackford or any Former Individual Defendant; (iii) any person who

was an Officer or director of iRhythm (including the Former Individual Defendants) during the Class Period; (iv) any firm, trust, corporation, or other entity in which any person or entity excluded in subsections (i)–(iii) has or had a controlling interest; (v) iRhythm's employee retirement and benefit plan(s), if any, and their participants or beneficiaries, to the extent they made purchases through such plan(s); and (vi) the legal representatives, heirs, successors, or assigns of any such excluded persons and entities, in their capacities as such. Also excluded from the Settlement Class are the persons and entities listed on Exhibit 1 hereto who or which are excluded from the Settlement Class pursuant to request.

4. **Class Findings** – The Court finds that each element required for certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met: (a) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of Lead Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

5. **Adequacy of Representation** – Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby appoints Lead Plaintiff as Class Representative for the Settlement Class and appoints Lead Counsel Bernstein Litowitz Berger & Grossmann LLP as Class Counsel for the Settlement Class. Lead Plaintiff and Lead Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement, and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

6. **Notice** – The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) Lead Counsel's motion for attorneys' fees and Litigation Expenses; (iv) their right to object to any

aspect of the Settlement, the Plan of Allocation and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses; (v) their right to exclude themselves from the Settlement Class; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

7. **No Objections** – No objections to the Settlement have been submitted.

8. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation, the amount of the Settlement, the Releases provided for therein, and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class. Specifically, the Court finds that (a) Lead Plaintiff and Lead Counsel have adequately represented the Settlement Class; (b) the Settlement was negotiated by the Parties at arm's length; (c) the relief provided for the Settlement Class under the Settlement is adequate taking into account the costs, risks, and delay of trial and appeal, the proposed means of distributing the Settlement Fund to the Settlement Class, and the proposed attorneys' fee award; and (d) the Settlement treats members of the Settlement Class equitably relative to each other. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

9. The Action and all of the claims asserted against Defendants in the Action by Lead Plaintiff and Settlement Class Members are hereby dismissed with prejudice as to all Defendants. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

10. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Lead Plaintiff, and all Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns. The persons and entities listed on

Exhibit 1 hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Stipulation or this Judgment.

11. **Releases** – The Releases set forth in paragraphs 5 and 6 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 12 below, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiff's Claim against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiff's Claims against any of the Defendants' Releasees. This release shall not apply to any person or entity listed on Exhibit 1 hereto.

(b) Without further action by anyone, and subject to paragraph 12 below, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim against Lead Plaintiff and the other Plaintiff's Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiff's Releasees.

12. Notwithstanding paragraphs 11(a) – (b) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

13. **Rule 11 Findings** – The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

14. **No Admissions** – Neither this Judgment, the Term Sheet, the Stipulation, including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the Parties' mediation and subsequent Settlement, any documents produced or provided in connection with the Parties' mediation and subsequent Settlement, the communications and/or discussions leading to the execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, the Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered against or to the prejudice of any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees or in any way referred to for any other reason as against any of the Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; (b) shall be offered against any of the Plaintiff's Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiff's Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiff's Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (c) shall be construed against or to the prejudice of any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however*, the Parties and the Releasees and their respective counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

15. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for attorneys' fees and/or Litigation Expenses by Lead Counsel in the Action that will be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and (f) the Settlement Class Members for all matters relating to the Action.

16. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Lead Counsel for attorneys' fees and Litigation Expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

17. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Lead Plaintiff, the other Settlement Class Members, and Defendants, and the Parties shall revert to their respective litigation positions in the Action as of April 2, 2026, as provided in the Stipulation.

18. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this _____ day of _____, 2026.

_____

The Honorable Jacqueline Scott Corley
United States District Judge

Exhibit 1

List of Persons and Entities Excluded from the Settlement Class Pursuant to Request

Number	Full Name	City and State
1	Ranima Ltd.	Road Town, Tortola, British Virgin Islands
2	Justin Fazzolari	New York, NY
3	Maura Murphy	Brooklyn, NY

Exhibit 4

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GLAZING EMPLOYERS AND GLAZIERS' UNION LOCAL #27 PENSION AND RETIREMENT FUND, on behalf of itself and all others similarly situated, Plaintiff, v. IRHYTHM TECHNOLOGIES, INC., et al., Defendants.	Case No. 3:24-cv-706-JSC CLASS ACTION

[PROPOSED] ORDER APPROVING
PLAN OF ALLOCATION OF NET SETTLEMENT FUND

WHEREAS, this matter came on for hearing on November 5, 2026 (the "Settlement Hearing") on Lead Plaintiff's motion to determine whether the proposed plan of allocation of the Net Settlement Fund ("Plan of Allocation") created by the Settlement achieved in the above-captioned class action (the "Action") should be approved. The Court having considered all matters submitted to it at the Settlement Hearing and otherwise; and it appearing that notice of the Settlement Hearing substantially in the form approved by the Court was mailed to all Settlement Class Members who or which could be identified with reasonable effort, and that a summary notice of the hearing substantially in the form approved by the Court was published in *The Wall Street Journal* and transmitted over the *PR Newswire* pursuant to the specifications of the Court; and the Court having considered and determined the fairness and reasonableness of the proposed Plan of Allocation,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order approving the proposed Plan of Allocation incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated June 3, 2026 (Dkt. No. 147-1) (the "Stipulation") and all terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation.

2. The Court has jurisdiction to enter this Order approving the proposed Plan of Allocation, and over the subject matter of the Action and all parties to the Action, including all Settlement Class Members.

3. Notice of Lead Plaintiff's motion for approval of the proposed Plan of Allocation and of the date for the hearing on such motion was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the motion for approval of the proposed Plan of Allocation satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 (15 U.S.C. § 78u-4(a)(7)), due process, and all other applicable law and rules, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

4. Copies of the Notice, which included the Plan of Allocation, were mailed or emailed to over 84,000 potential Settlement Class Members and nominees and no objections to the proposed Plan of Allocation were received.

5. The Court hereby finds and concludes that the formula for the calculation of the claims of Claimants as set forth in the Plan of Allocation mailed to Settlement Class Members provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Settlement Class Members with due consideration having been given to administrative convenience and necessity.

6. The Court hereby finds and concludes that the Plan of Allocation is, in all respects, fair and reasonable to the Settlement Class. Accordingly, the Court hereby approves the Plan of Allocation proposed by Lead Plaintiff.

7. Any appeal or any challenge affecting this Court's approval of the Plan of Allocation shall in no way disturb or affect the finality of the Judgment.

8. There is no just reason for delay in the entry of this Order, and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this _____ day of _____, 2026.

_____

The Honorable Jacqueline Scott Corley
United States District Judge

Exhibit 5

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GLAZING EMPLOYERS AND GLAZIERS' UNION LOCAL #27 PENSION AND RETIREMENT FUND, on behalf of itself and all others similarly situated, Plaintiff, v. IRHYTHM TECHNOLOGIES, INC., et al., Defendants.	Case No. 3:24-cv-706-JSC CLASS ACTION

[PROPOSED] ORDER AWARDING
ATTORNEYS' FEES AND LITIGATION EXPENSES

WHEREAS, this matter came on for hearing on November 5, 2026 (the "Settlement Hearing") on Lead Counsel's motion for attorneys' fees and Litigation Expenses. The Court having considered all matters submitted to it at the Settlement Hearing and otherwise; and it appearing that notice of the Settlement Hearing substantially in the form approved by the Court was mailed to all Settlement Class Members who or which could be identified with reasonable effort, and that a summary notice of the hearing substantially in the form approved by the Court was published in *The Wall Street Journal* and was transmitted over the *PR Newswire* pursuant to the specifications of the Court; and the Court having considered and determined the fairness and reasonableness of the award of attorneys' fees and Litigation Expenses requested,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Stipulation and Agreement of Settlement dated June 3, 2026 (Dkt. No. 147-1) (the "Stipulation") and all terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation.

2. The Court has jurisdiction to enter this Order and over the subject matter of the Action and all parties to the Action, including all Settlement Class Members.

3. Notice of Lead Counsel's motion for an award of attorneys' fees and payment of Litigation Expenses was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the motion for attorneys' fees and expenses satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 (15 U.S.C. § 78u-4(a)(7)), due process, and all other applicable law and rules, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

4. Lead Counsel is hereby awarded attorneys' fees in the amount of 25% of the Settlement Fund (including interest earned on this amount at the same rate as the Settlement Fund). Lead Counsel is also hereby awarded $672,934.95 for payment of its Litigation Expenses. These attorneys' fees and expenses shall be paid from the Settlement Fund and the Court finds these sums to be fair and reasonable.

5. In making this award of attorneys' fees and Litigation Expenses to be paid from the Settlement Fund, the Court has considered and found that:

a. The Settlement has created a fund of $45,000,000 in cash that has been funded into escrow pursuant to the terms of the Stipulation, and that numerous Settlement Class Members who submitted acceptable Claim Forms will benefit from the Settlement that occurred because of the efforts of Lead Counsel;

b. Lead Counsel litigated this case on a purely contingent basis, and has not received any compensation for its work on this matter over the last two and a half years;

c. The fee sought is consistent with the Ninth Circuit's benchmark fee award in percentage fee cases, *see In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949 (9th Cir. 2015);

d. The requested fee has been reviewed and approved as reasonable by Lead Plaintiff, a sophisticated institutional investor that actively supervised the Action;

e. Copies of the Notice were mailed to over 84,000 potential Settlement Class Members and nominees stating that Lead Counsel would apply for attorneys' fees in an amount not to exceed 25% of the Settlement Fund and payment of Litigation Expenses in an amount not to exceed $800,000 and no objections to the requested award of attorneys' fees or Litigation Expenses were submitted;

f. Lead Counsel conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy;

g. Had Lead Counsel not achieved the Settlement there would remain a significant risk that Lead Plaintiff and the other members of the Settlement Class may have recovered less or nothing from Defendants;

h. Lead Counsel devoted over 8,700 hours, with a lodestar value of approximately $6.2 million, to achieve the Settlement, and will continue to perform work on behalf of the Settlement Class in overseeing the Claims Administrator's distribution of the Net Settlement Fund; and

i. The attorneys' fees awarded and expenses to be paid from the Settlement Fund are fair and reasonable and consistent with awards in similar cases.

6. Lead Plaintiff Oklahoma Firefighters Pension and Retirement System is hereby awarded $9,600 from the Settlement Fund for its reasonable costs and expenses directly related to its representation of the Settlement Class.

7. Any appeal or any challenge affecting this Court's approval regarding any attorneys' fees and expense application shall in no way disturb or affect the finality of the Judgment.

8. Exclusive jurisdiction is hereby retained over the Parties and the Settlement Class Members for all matters relating to this Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order.

9. In the event that the Settlement is terminated or the Effective Date of the Settlement otherwise fails to occur, this Order shall be rendered null and void to the extent provided by the Stipulation.

10. There is no just reason for delay in the entry of this Order, and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this _____ day of _____, 2026.

_____

The Honorable Jacqueline Scott Corley
United States District Judge