



FILED

Superior Court of California
County of San Francisco

JUN 23 2025

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

QUINCY O'NEAL, individually and on behalf of
other members of the general public similarly
situated,

Plaintiff,

v.

INCLUDED HEALTH, INC., FORMERLY
KNOWN AS GRAND ROUNDS HEALTH,
Inc., a Delaware corporation; and DOES 1
through 25, inclusive,

Defendants.

Case No. CGC-23-608391

ORDER GRANTING PLAINTIFF'S
RENEWED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT

INTRODUCTION

This matter came on regularly for hearing on June 23, 2025, at 10:00 a.m., in Department 606, the Honorable Jeffrey S. Ross presiding. Miriam Schimmel (Blackstone Law, APC) appeared for plaintiff Quincy O'Neal. Min Kim (Ford Harrison LLP) appeared for defendant Included Health, Inc., formerly known as Grand Rounds Health, Inc. Having reviewed and considered the parties' briefings and arguments, IT IS HEREBY ORDERED that the court **GRANTS** plaintiff's renewed motion for

1 preliminary approval of class action and PAGA settlement.

2 BACKGROUND

3 Defendant is a healthcare company that partners with leading organizations, health plans, and
4 employers to provide services, such as care guidance, help with billings and claims, and virtual and in-
5 person care. Plaintiff was employed by defendant as an hourly-paid, non-exempt bilingual care
6 coordinator and then as a senior care coordinator from approximately December 2020 to January 2023.

7 On August 14, 2023, plaintiff provided notice to the LWDA.

8 On August 15, 2023, plaintiff filed a complaint alleging class claims.

9 On October 20, 2023, plaintiff filed a PAGA complaint (CGC-23-609901).

10 On January 2, 2024, plaintiff filed a first amended complaint.

11 On January 14, 2025, Judge Cheng denied plaintiff's motion without prejudice due to concerns
12 with the reasonableness of the settlement, in light of the attorneys' fees and costs and service award and
13 the overbroad release.

14 On May 21, 2025, plaintiff filed his renewed motion for preliminary approval of class action and
15 PAGA settlement.

16 LEGAL STANDARD

17 Before granting preliminary approval, a court must determine that the proposed settlement
18 presents a proper class for settlement purposes. In general, "[t]he party advocating class treatment must
19 demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community
20 of interest, and substantial benefits that render proceeding as a class superior to the alternatives." (*Brinker*
21 *Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1021; Code Civ. Proc., § 382.) In the settlement
22 context, class certification is properly subjected to a lesser standard of scrutiny because: (1) to the extent
23 the class certification requirements are designed to keep a lawsuit manageable for trial, that purpose is
24 inapposite in the settlement context; and (2) to the extent the class certification requirements are designed
25 to protect the interests of non-representative class members, that purpose is addressed through the Court's
26 fairness analysis. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1494, 1807, n. 19.) Before approving
27 a class action settlement, the Court must determine that the terms of the settlement are "fair, adequate and
28

1 reasonable.” (*Id.* at p. 1801.) In making this determination, there is a “presumption of fairness . . . where:
2 (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are
3 sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
4 litigation; and (4) the percentage of objectors is small.” (*Id.* at p. 1802.) To grant final approval, the trial
5 court must “independently [satisfy] itself that the consideration . . . received for the release of the class
6 members’ claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the
7 particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 120.)

8 ANALYSIS AND DISCUSSION

9 Plaintiff and defendant entered into First Amended Joint Stipulation of Class Action and PAGA
10 Settlement (“Settlement Agreement”)¹ attached as Exhibit 4 to the Declaration of Miriam L. Schimmel in
11 Support of Plaintiff’s Renewed Motion for Preliminary Approval of Class Action and PAGA Settlement,
12 dated May 21, 2025, which, if approved, would resolve the putative class and PAGA action. Upon
13 review and consideration of the motion papers and documents submitted by the parties, including the
14 Settlement Agreement and all exhibits thereto, IT IS HEREBY ORDERED:

15 1. The court has jurisdiction over this matter and venue is proper.

16 2. This action is provisionally certified as a class action, for settlement purposes only,
17 pursuant to California Code of Civil Procedure section 382 and California Rules of Court rule 3.763. The
18 class is: current and former non-exempt employees who worked for defendant in the State of California at
19 any time during the Class Period of August 15, 2019 through June 30, 2024. The PAGA Employees are:
20 all current and former non-exempt employees who worked for defendant in the State of California at any
21 time during the PAGA Period of August 14, 2022 through June 30, 2024

22 3. The court conditionally approves the proposed settlement as within the range of possible
23 final approval.

24 4. The court conditionally appoints Blackstone Law, APC as Class Counsel for the Plaintiff
25 Class.

26
27
28 ¹ This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully
set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

1 5. The court preliminarily appoints plaintiff Quincy O'Neal as class representative for the
2 Plaintiff Class.

3 6. The court preliminarily finds, for purposes of this Settlement only, that the Class
4 Representative and Class Counsel fairly and adequately represent and protect the interests of the absent
5 Plaintiff Class.

6 7. The court approves and appoints CAC Services Group, LLC to serve as the Settlement
7 Administrator and directs CAC Services Group, LLC to carry out all duties and responsibilities of the
8 Settlement Administrator specified in the Settlement Agreement.

9 8. Pursuant to California Rules of Court, rule 3.769(f), the court approves the manner of class
10 notice set forth in the Settlement Agreement. The court approves the form and content of the Notice
11 attached as **Exhibit A**, subject to the following edits:

12 a. Section V:

13 i. Correct Department number to Department 606

14 ii. Remove language about CourtCall as Department 606 only uses ZOOM for remote
15 appearances

16 The court finds that the Notice constitutes the best notice practicable under the circumstances and
17 is valid, due and sufficient notice to the Settlement Class of the pendency of the action, preliminary
18 certification of the Settlement Class, the terms of the Settlement, procedures for objecting to the
19 settlement, and time and place of the Final Approval Hearing. The proposed manner of class notice
20 satisfies the requirements of due process, and complies with applicable law, including California Code of
21 Civil Procedure section 382 and California Rules of Court, rule 3.769. Class Counsel shall proofread the
22 Notice for typos and fill in all blanks, including all highlighted dates and addresses prior to sending the
23 Notice.

24 9. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator no later than [approximately 14 days after preliminary approval]:	July 7, 2025
Settlement Administrator to mail Class Notice, Request for Exclusion and Objection Form to Class Members no	July 14, 2025

later than [7 days after receiving class data]:	
Plaintiff files motion for attorneys' fees and costs and service award [at least 30 days prior to deadline for submitting requests for exclusion and objections]	July 28, 2025
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement [45 days after mailing]:	August 28, 2025 (postmark deadline)
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	September 29, 2025
Final Fairness Hearing:	November 7, 2025, at 11:30 a.m.


10. A final approval hearing shall be held on **November 7, 2025, at 11:30 a.m.** in Department 606, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at which the court will determine whether the settlement should be finally approved as fair, reasonable and adequate to the Settlement Class; whether the Final Approval Order and Judgment should be entered; whether Class Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any request for a service award should be approved.

11. The court reserves the right to modify the date of the Final Approval Hearing and related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by order of the court without further notice to the Class Members.

12. If for any reason the court does not approve the Settlement, it will be of no force or effect, and the parties shall be returned to their original respective positions.

13. Pending the final determination of whether the settlement should be approved, all proceedings in this Action, except as may be necessary to implement the settlement or comply with the terms of the settlement, are hereby stayed.

Dated: June 23, 2025



JEFFREY S. ROSS
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds, Inc.
Superior Court of California for the County of San Francisco, Case No. CGC-23-608391

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Quincy O'Neal ("Plaintiff") and Defendant Included Health, Inc., formerly known as Grand Rounds, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from August 15, 2019 through June 30, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employees" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" the period from August 14, 2022 through June 30, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On August 14, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On August 15, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On January 2, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed CAC Services Group, LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Quincy O’Neal as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Four Hundred Fifteen Thousand Dollars and Zero Cents (\$415,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$138,333.33 if the Gross Settlement Amount is \$415,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$37,500.00) (“LWDA Payment”) and the remaining 25% (\$12,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below).

Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Employee worked for Defendant as a non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- From August 15, 2019 through June 30, 2024 (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From August 14, 2022 through June 30, 2024 (i.e., the PAGA Period), you are credited as having worked [] PAGA Workweeks.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*O’Neal v. Included Health, Inc., formerly known as Grand Rounds, Inc.*, Case No. CGC-23-608391); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order, claims for recovery of unpaid wages in violation of California Business and Professions Code sections 17200, *et seq.* based on the aforementioned California Labor Code violations, including for off-the-clock work and time rounding, and for failure to include all non-discretionary compensation in the regular rate of pay for all wages required to be calculated at the regular rate of pay, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of the California Labor Code, including, without limitation, Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order. This includes, without limitation, the non-payment of wages arising from allegations of off-the-clock work, time rounding, unpaid meal break premiums, unpaid rest break premiums, and for failure to include all non-discretionary compensation in the regular rate of pay for all wages required to be calculated at the regular rate of pay.

“Released Parties” means Defendant and all of its related entities, owners, current and former officers, directors, employees who are not Class Members, members, insurers, shareholders, parents, subsidiaries, affiliates, agents, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$138,333.33 if the Gross Settlement Amount is \$415,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*O’Neal v. Included Health, Inc., formerly known as Grand Rounds, Inc.*, Case No. CGC-23-608391); (b) contain your full name, signature, address, and telephone number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*O'Neal v. Included Health, Inc., formerly known as Grand Rounds, Inc.*, Case No. CGC-23-608391); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection and without any prior notice.

If you submit both a Request for Exclusion and Notice of Objection, the Settlement Administrator will honor the submission that is received first and disregard the other.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 613 of the San Francisco County Superior Court, located at Civil Center Courthouse, 400 McAllister St., San Francisco, California 94102, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through CourtCall online at: <https://courtcall.com/schedule/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for free by visiting The Civic Center Clerk's Office located at Civil Center Courthouse, Civil Records Division, 400 McAllister St., Room 103, San Francisco, California 94012, during business hours, or online by visiting the following website: <https://sf.courts.ca.gov/online-services/case-information>, clicking "Access Now" under Civil Case Query and typing in the Court Case Number "CGC-23-608391." **The Court's website is free to use.**

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**


CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On June 23, 2025, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: June 23, 2025

Brandon E. Riley, Court Executive Officer

By: _____
Sean Kane, Deputy Clerk