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13 Attorneys for Plaintiff Quincy O'Neal and the Class

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN FRANCISCO**

16 QUINCY O'NEAL, individually and on
17 behalf of others similarly situated and on
18 behalf of other aggrieved employees,

19 Plaintiff,

20 vs.

21 INCLUDED HEALTH, INC., FORMERLY
22 KNOWN AS GRAND ROUNDS, INC., a
23 Delaware corporation; and DOES 1 through
24 25, inclusive,

25 Defendants.

Case No.: CGC-23-608391

Honorable Jeffrey S. Ross
Department 606

**DECLARATION OF JEFFREY D.
JOHNSON OF CAC SERVICES GROUP,
LLC REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: November 7, 2025
Time: 11:30 a.m.
Dept.: 606

Complaint Filed: August 15, 2023
FAC Filed: January 2, 2024
Trial Date: Not Set

1 I, Jeffrey D. Johnson, declare as follows:

2 1. I am the Vice President of CAC Services Group, LLC (“CAC”), located at 6420 Flying
3 Cloud Dr Ste 101, Eden Prairie, MN 55344. I am over twenty-one (21) years of age, and I am not
4 a party to the above-captioned action. I have personal knowledge of the facts set forth herein and,
5 if called as a witness, could and would testify competently thereto.

6 2. CAC provides a comprehensive range of class and collective action claims
7 administration services. CAC has extensive experience in data processing and acting as third-party
8 administrator in class and collective actions throughout the country.

9 3. CAC’s class and collective action administration services include: coordination of all
10 notice requirements; design of direct-mail notice, publication of summary notice, emailing notice
11 packets and claim forms; coordination with the U.S. Postal Service; database management; website
12 hosting and management; claims processing; fund management and distribution; and preparation
13 of reports describing notice programs and claims processing.

14 4. CAC was retained to act, and appointed by this Court to act, as the Settlement
15 Administrator for this action and to date has provided the following services for the above-
16 captioned action:

17 a. Executed a notice program mailed to Class Members, as defined in the First Amended
18 Joint Stipulation of Class Action and PAGA Settlement (the “Settlement Agreement”
19 or “Settlement”):

20 i. Class Member Definition: All current and former non-exempt employees
21 who worked for Defendant in the State of California at any time during the
22 Class Period.

23 5. In regard to the notice program, CAC implemented the following notice plan:

24 a. Direct notice by first-class mail to all Class Members whose names and addresses were
25 provided by Defendant.

26 6. To provide direct and timely notice by first-class mail, the following occurred:

27 a. On June 23, 2025, CAC received the Court-approved text for the Class Notice from
28 Class Counsel;

1 b. On July 8, 2025, CAC received an electronic list of one hundred thirty (130) individuals
2 identified as Class Members, which included each Class Member's full name, last
3 known mailing address, Social Security number, hire date, and termination date (if
4 applicable) (the "Class List"). The Class List was updated using the National Change
5 of Address (NCOA) system, which updates the addresses for all persons who had
6 moved in the previous four years and who had filed a change of address with the U.S.
7 Postal Service;

8 i. The Class Members worked 9,170 workweeks during the period
9 from August 15, 2019 through March 11, 2024. Accordingly, the
10 Escalator Clause in Paragraph 16 of the Settlement Agreement was
11 not triggered.

12 c. On July 15, 2025, the Notice of Class Action Settlement (the "Class Notice") was
13 printed, personalized, and inserted into a #10 window envelope. The template of the
14 Class Notice is attached hereto as **Exhibit "1"**;

15 7. In support of the direct mail Class Notice, CAC had regular phone communications with
16 Class Members calling CAC. In general, the purpose of these communications was to:

- 17 a. Transcribe and fulfill the Class Notice as requested; and
18 b. Answer Class Member questions about the Class Notice.

19 8. As of the date of this Declaration, six (6) Class Notices have been returned to CAC by
20 the U.S. Postal Service without forwarding addresses. For these Class Notices, an address search
21 was completed resulting in five (5) new addresses. I caused the Class List to be updated with the
22 new addresses from the address search results and a Class Notice to be re-mailed to said Class
23 Members at each of these new addresses. Additionally, through phone correspondence or other
24 correspondence, CAC continued to make a good faith effort to re-mail undeliverable mail leaving
25 only one (1) Class Notice that remains classified as undeliverable after various attempts to locate
26 the current address for said Class Member.

27 9. There is no claim form requirement in this case, so all individuals are included in the
28 recovery and payment unless they had submitted a Request for Exclusion by August 29, 2025

1 (“Response Deadline”).

2 10. As of the date of this Declaration, CAC has received one (1) Request for Exclusion from
3 Midori Seppa.

4 11. As of the date of this Declaration, CAC has received no (0) Notices of Objection.

5 12. As of the date of this Declaration, CAC has received no (0) Workweeks Disputes.

6 13. Accordingly, there are one hundred twenty-nine (129) total Settlement Class Members
7 who worked 9,864 Workweeks during the Class Period. Additionally, there are 93 PAGA
8 Employees who worked 5,362 PAGA Workweeks during the PAGA Period.

9 14. It is my opinion that the above-described notice program and the Class Notice are
10 adequate and reasonable under the circumstances. They are consistent with standards previously
11 employed by CAC in notification programs designed to reach known members of settlement groups
12 or classes. Additionally, the implemented notice program and the Class Notice are fully compliant
13 with the notice requirements established by California law, as well as the parties’ Settlement
14 Agreement and the prior Order of this Court.

15 15. Finally, if the Settlement is finally approved by the Court, CAC will make all payment
16 distributions from the Gross Settlement Amount in accordance with the terms of the Settlement
17 Agreement or as is otherwise ordered by the Court.

18 16. To calculate each Settlement Class Member’s Individual Settlement Share, CAC will
19 divide the Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the
20 “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks
21 by the Final Workweek Value. The Net Settlement Amount is calculated as follows:

22	\$415,000	Gross Settlement Amount
23	-\$138,333.33	Attorneys’ Fees
24	-\$17,450.10	Attorneys’ Costs
25	-\$10,000	Enhancement Payment
26	-\$50,000	PAGA Amount
27	-\$5,099.57	Settlement Administration Costs
28	=\$194,117	Net Settlement Amount

17. Currently, the estimated average gross Individual Settlement Share for each Settlement Class Member would be \$1,500.52, the estimated highest gross Individual Settlement Share for each Settlement Class Member is \$5,004.02, and the lowest Individual Settlement Share for each Settlement Class Member is \$19.62.

18. To calculate each PAGA Employee's Individual PAGA Payment, CAC will divide 25% of the PAGA Amount by the PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value.

19. Currently, the estimated average Individual PAGA Payment for each PAGA Employee would be \$134.41, the estimated highest Individual PAGA Payment for each PAGA Employee would be \$230.79, and the lowest Individual PAGA Payment for each PAGA Employee would be \$2.33.

20. CAC's costs associated with the administration of this matter are \$5,099.57. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. CAC's quote to administer this matter is attached hereto as **Exhibit "2"**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of September 2025.

Jeffrey D. Johnson

EXHIBIT 1:

- Notice of Class Action Settlement

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 June 23, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on November 7, 2025, at 11:30 a.m. (“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 June 23, 2025, 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 <ClassWW> Workweeks.**
- **From August 14, 2022 through June 30, 2024 (i.e., the PAGA Period), you are credited as having worked <PAGAWW> 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 August 29, 2025**.

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 <ClassAmt>. 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 <PAGAAmt> 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 compliant 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:

CAC Services Group
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344

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 August 29, 2025**.

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 August 29, 2025**.

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 606 of the San Francisco County Superior Court, located at Civil Center Courthouse, 400 McAllister St., San Francisco, California 94102, on **November 7, 2025**, at **11:30 a.m.**, 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 Zoom at: <https://sf.courts.ca.gov/online-services/virtual-courtrooms>.

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 website at www.IncludedHealthSettlement.com 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: (866) 602-2260, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2:

- CAC's Proposed Fees & Expenses

PROPOSED FEES & EXPENSES

RE: O'Neal v. Included Health
 Proposal Dated: September 24, 2025
 CAC SERVICES GROUP - CONFIDENTIAL

Key Assumptions

Class Size - Class Members		100.00%	130	Persons
Notification				
Direct Mail	(% of Total Class)	100.00%	130	Pieces
Returned Mail Processing				
Returned for Non-Deliver (RFND)	(% of Total Class)	4.70%	6	Pieces
Address Change Post Office (ACPO)	(% of Total Class)	0.00%	0	Pieces
Address Change Correspondence (ACCO)	(% of Total Class)	0.00%	0	Pieces
Exclusion / Opt Out	(% of Total Class)	0.77%	1	Pieces
Claim Form Processing				
Claim Forms Received	(% of Total Class)	0.00%	0	Pieces
Distribution				
Payments	(% of Total Class - Opt Outs)	99.23%	129	Pieces

Program Requirements	Estimated Quantity	Units	Per Unit	Cost	Estimated Total
Program Set-Up & Reporting					\$ 1,000.00
Class Member Database	1	N/A	\$ 350.00	\$ 350.00	
Settlement Website	1	N/A	\$ 650.00	\$ 650.00	
Direct Mail Notification					\$ 618.00
NCOA / CASS / LACS Processing	1	N/A	\$ 150.00	\$ 150.00	
Notice Package	130	Pcs	\$ 3.600	\$ 468.00	
<i>The notice package includes the following:</i> ▶ 50# 8.5" x 11" Notice (6 pages) ▶ #10 Window Envelope ▶ 50# 8.5" x 11" Opt-Out Form (1 page)					
Returned Mail Processing					\$ 35.00
Notices Returned for Non-Delivery					
Process RFND Mail	6	Pcs	\$ 0.250	\$ 1.50	
Skip Trace RFND Mail	6	Pcs	\$ 0.750	\$ 4.50	
Re-print Notice Package	5	Pcs	\$ 5.400	\$ 27.00	
<i>Estimate: 70% of RFND is traceable</i>					
Notices returned as Address Change Post Office					
Process ACPO Mail	0	Pcs	\$ 0.500	\$ -	
Re-print Notice Package	0	Pcs	\$ 5.400	\$ -	
Address Change Correspondence					
Process ACPO Mail	0	Pcs	\$ 0.500	\$ -	
Re-print Notice Package	0	Pcs	\$ 5.400	\$ -	
Receive Request for Exclusion					
Process Request for Exclusion	1	Pcs	\$ 2.000	\$ 2.00	
Claims Processing					\$ -
Receive, Process and Validate Claim Forms	0	Pcs	\$ 1.250	\$ -	

Program Requirements	Estimated Quantity	Units	Per Unit	Cost	Estimated Total
Fund Distribution					\$ 698.25
Processing of Checks					
Print and Mail Payment	129	Pcs	\$ 3.600	\$	464.40
▶ 60# MOCR Bond 8.5" x 11" Check; Top Third Tear-Away					
▶ 50# 8.5" x 11" Form 1099 (1 page)					
▶ 50# 8.5" x 11" Form W2 (2 pages)					
▶ #10 Window Envelope - Security Tint					
Payment Reissue	4	Pcs	\$ 5.400	\$	21.60
<i>Estimate: 3% of check distribution</i>					
Check Clearing	129	Pcs	\$ 0.250	\$	32.25
Fund Management / Bank Fees	6	Months	\$ 30.000	\$	180.00
Tax Reporting					\$ 500.00
Annual Fee - Qualified Settlement Fund Taxes	1	Years	\$ 250.00	\$	250.00
<i>Federal & State Filings</i>					
Quarterly/Annual Taxes	1	Years	\$ 250.00	\$	250.00
<i>Tax Reporting</i>					
Postage¹⁾					\$ 198.32
Postage - Notice Package	130	Pcs	\$ 0.740	\$	96.20
Postage - Remails, Notice Package	5	Pcs	\$ 0.740	\$	3.70
Postage - BRM Claim Forms Received	0	Pcs	\$ 0.809	\$	-
Postage - Check Distribution	129	Pcs	\$ 0.740	\$	95.46
Postage - Re-issue, Check Distribution	4	Pcs	\$ 0.740	\$	2.96
<i>Postage will be invoiced at cost</i>					
Program Management					\$ 2,050.00
Principal Consultant	1	Hours	\$ 150.00	\$	150.00
Project Manager	2	Hours	\$ 125.00	\$	250.00
Technical Consultant	6	Hours	\$ 135.00	\$	810.00
Support Staff	14	Hours	\$ 60.00	\$	840.00
Grand Total²⁾					\$ 5,099.57



Other Project-Related Costs	Units	Cost
FedEx / UPS Shipments	N/A	At Cost
Photocopies	Per Copy	\$ 0.15
Storage of 1.2 Cubic Foot Boxes	Box/Month	\$ 0.75
Removal and Secured Destruction of 1.2 Cubic Foot Boxes	Per Box	\$ 3.00
Project-Related Materials	N/A	At Cost
Other Case-Related Out-of-Pocket Expenses	N/A	At Cost

Other CAC Services ³⁾	Hourly Rate
Principal Consultant	\$ 150.00
Senior Consultant	\$ 140.00
Technical Consultant	\$ 135.00
Project Manager	\$ 125.00
Project Supervisor	\$ 80.00
Support Staff	\$ 60.00

Notes:

- 1) Postage is estimated and will be qualified for automation discounts.
- 2) The grand total reflects the estimated quantities of individual tasks performed. Should the actual quantities differ from the estimated quantities of tasks performed, the grand total (billable amount) will reflect such changes. Estimates were based on the assumptions listed above.
- 3) Fees for project-related services, other than what is covered elsewhere in this proposal, will be charged at CAC's standard hourly rate shown above. The above rates are effective as of September 2025. The rates are subject to possible revision on an annual basis, during the contract period, to allow for possible hourly rate changes.

