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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN FRANCISCO**

12 QUINCY O'NEAL, individually and on
13 behalf of others similarly situated and on behalf of
other aggrieved employees,

14 Plaintiff,

15 vs.

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

19 Defendants.
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Case No. CGC-23-608391

Honorable Jeffrey S. Ross
Department 606

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

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 Plaintiff Quincy O’Neal’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement and Motion for Approval of Attorneys’ Fees and Costs and Enhancement Payment came
3 before this Court on November 7, 2025 at 11:30 a.m. before the Honorable Jeffrey S. Ross in
4 Department 606 of the above-captioned Court located at Civic Center Courthouse, 400 McAllister
5 Street, San Francisco, California 94102.

6 Having received and considered the First Amended Joint Stipulation of Class Action and
7 PAGA Settlement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval
8 of Class Action and PAGA Settlement and Motion for Approval of Attorneys’ Fees and Costs and
9 Enhancement Payment, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Miriam L. Schimmel and Alexandra Rose), the Class Representative (Quincy O’Neal), and the
11 Settlement Administrator (Jeffrey D. Johnson on behalf of CAC Services Group, LLC), and the
12 evidence and argument received by the Court in conjunction with the Renewed Motion for Preliminary
13 Approval of Class Action and PAGA Settlement and documents thereto, the Court grants final
14 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
15 DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiff and Defendant Included Health, Inc., formerly known as Grand Rounds, Inc.
18 (“Defendant”) (together, with Plaintiff, the “Parties”), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former non-exempt employees who worked for Defendant in the State
21 of California at any time during the Class Period.” The “Class Period” is defined as the period from
22 August 15, 2019 through June 30, 2024.

23 3. The Court appoints Plaintiff Quincy O’Neal as the Class Representative for settlement
24 purposes only.

25 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
26 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that Midori Seppa has validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$138,333.33 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$17,450.10. The attorneys’ fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$5,099.57 to CAC Services Group, LLC for performance of settlement administration
5 services.

6 12. The Court approves and orders payment in the amount of \$37,500.00 to the California
7 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
8 PAGA penalties.

9 13. It is hereby ordered that no later than thirty (30) calendar days after the Effective Date,
10 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
11 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

12 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
13 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
14 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
15 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
16 Settlement Administration Costs to itself.

17 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
18 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
19 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
20 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
21 Division in the name of the Settlement Class Member and/or PAGA Employee.

22 16. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement
23 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
24 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
25 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
26 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
27 arising during the Class Period, under any federal, state, or local law, and shall specifically include
28 claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal

1 and rest periods and associated premium payments, timely pay wages during employment and upon
2 termination, provide accurate wage statements, and reimburse necessary business-related expenses in
3 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194,
4 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
5 Order, claims for recovery of unpaid wages in violation of California Business and Professions Code
6 sections 17200, *et seq.* based on the aforementioned California Labor Code violations, including for
7 off-the-clock work and time rounding, and for failure to include all non-discretionary compensation
8 in the regular rate of pay for all wages required to be calculated at the regular rate of pay, and all claims
9 for attorneys' fees and costs and statutory interest in connection therewith, and any other claims,
10 including claims for statutory penalties, pertaining to the Class Members (collectively, "Released
11 Class Claims").

12 17. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California
13 with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally,
14 and forever released, settled, compromised, relinquished, and discharged the Released Parties of any
15 and all claims which were alleged or which could have been alleged based on the factual allegations
16 in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, for civil penalties
17 under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*,
18 including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay
19 overtime and minimum wages, provide compliant meal and rest periods and associated premium
20 payments, timely pay wages during employment and upon termination, provide complaint wage
21 statements, maintain complete and accurate payroll records, and reimburse necessary business-related
22 expenses in violation of the California Labor Code, including, without limitation, Sections 201, 202,
23 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
24 applicable Industrial Welfare Commission Wage Order. This includes, without limitation, the non-
25 payment of wages arising from allegations of off-the-clock work, time rounding, unpaid meal break
26 premiums, unpaid rest break premiums, and for failure to include all non-discretionary compensation
27 in the regular rate of pay for all wages required to be calculated at the regular rate of pay (collectively,
28 "Released PAGA Claims").

1 18. Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on
2 his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,
3 relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands,
4 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or
5 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
6 Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to have or may have,
7 including but not limited to any and all claims arising out of, relating to, or resulting from his
8 employment and/or separation of employment with the Released Parties, including any claims arising
9 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
10 to employment, including, but in no way limited to, all claims for wages or penalties under the
11 California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to
12 violation of public policy, retaliation, or interference with legal rights; any and all other employment
13 or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach
14 of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to
15 be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
16 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
17 Plaintiff understands and expressly agrees that the Settlement Agreement extends to claims that he has
18 against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested
19 or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in
20 whole or in part, on or before the execution of the Settlement Agreement. Any and all rights granted
21 under any state or federal law or regulation limiting the effect of the Settlement Agreement, including
22 the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
23 Section 1542 of the California Civil Code reads as follows:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
25 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
26 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
27 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
28 WITH THE DEBTOR OR RELEASED PARTY.

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

4 20. This Court shall retain jurisdiction with respect to all matters related to the
5 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
6 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
7 Settlement and the determination of all controversies relating thereto.

8 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
9 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
10 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

11 22. A Compliance Hearing is set for _____ at _____
12 in Department 606 of this Court located at Civic Center Courthouse, 400 McAllister Street, San
13 Francisco, California 94102. The Settlement Administrator shall file a Final Report by
14 _____.

15 **IT IS SO ORDERED.**

16 Dated: _____

Honorable Jeffrey S. Ross