

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Alexandra Rose FIRM NAME: Blackstone Law, APC STREET ADDRESS: 8383 Wilshire Blvd, Suite 745 CITY: Beverly Hills TELEPHONE NO.: (310) 622-4278 EMAIL ADDRESS: arose@blackstonepc.com ATTORNEY FOR (name): Plaintiff Quincy O'Neal STATE BAR NUMBER: 329407 STATE: CA ZIP CODE: 90211 FAX NO.: (855) 786-6356		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: Civic Center Courthouse		
PLAINTIFF/PETITIONER: Quincy O'Neal DEFENDANT/RESPONDENT: Included Health, Inc.		
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)		CASE NUMBER: CGC-23-608391

TO ALL PARTIES :

- 1. A judgment, decree, or order was entered in this action on (date): December 23, 2025
- 2. A copy of the judgment, decree, or order is attached to this notice.

Date: December 24, 2025

Alexandra Rose
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

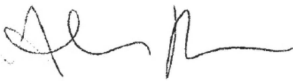

(SIGNATURE)

EXHIBIT A



FILED
San Francisco County Superior Court

DEC 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 MOTION FOR FINAL
APPROVAL AND FOR ATTORNEY'S
FEES, COSTS, AND SERVICE AWARDS

Before the court is an unopposed motion by plaintiff Quincy O'Neal (plaintiff) for final approval of the settlement of putative class and PAGA claims reached with defendant Included Health Inc. (defendant) and their accompanying unopposed motion for an award of attorney's fees, reimbursement of litigation expenses, and service awards. The motion came on for hearing on December 23, 2025, at 11:00 a.m. in Department 613, the Honorable Jeffrey S. Ross presiding. Miriam Schimmel (Blackstone Law, APC) appeared for plaintiff. Min K. Kim (Ford & Harrison LLP) appeared for defendant. No class members or aggrieved employees submitted advance written objections or otherwise appeared at the hearing. IT IS HEREBY ORDERED that the motion for final approval and for attorney's fees, costs, and service awards is GRANTED with an award of 138,333.33 in attorney's fees, \$17,450.10 in costs, and a

1 service award of \$6,000.00. A compliance hearing is reserved for **April 29, 2026, at 10:00 a.m.** with a
2 compliance statement that includes an accounting of funds and disbursements due no later than **April 22,**
3 **2026. IT IS FURTHER ORDERED:**

- 4 1. Except as otherwise specified here, the court adopts and incorporates by reference the terms
5 and definitions of the settlement agreement.
- 6 2. The following Settlement Class is certified for settlement purposes: all current and former non-
7 exempt employees who worked for Defendant in the State of California at any time from
8 August 15, 2019, through June 30, 2024. (SA, ¶¶ 9(b), (f).)
- 9 3. The following Aggrieved Employees class is certified for settlement purposes: “all current and
10 former non-exempt employees who worked for Defendant in the State of California from
11 August 14, 2022, through June 30, 2024. (SA, ¶¶ 9(x), (z).)
- 12 4. The court finds that the Settlement Class meets the requirements for certification under Code
13 of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and
14 ascertainable; (2) there are predominant common questions of law or fact; (3) plaintiff’s claims
15 are typical of the claims of the members of the proposed Settlement Class; and (4) a class
16 action is superior to other methods to efficiently adjudicate this controversy.
- 17 5. Midori Seppa requested exclusion and is thus not a member of the Settlement Class and shall
18 take nothing from the class settlement.
- 19 6. The notice and plan of distribution approved by this court met the requirements of due process
20 and constituted the best notice practicable under the circumstances. As set forth in the
21 declaration of Jeffrey D. Johnson, CAC Services Group, LLC. (“CAC”) distributed notice in
22 compliance with this court’s preliminary approval order and the Settlement Agreement. The
23 court finds the administration process to date was adequate and comported with due process.
- 24 7. The court hereby approves payment of administration expenses to CAC in the amount of
25 \$5,099.57. CAC shall continue to serve as settlement administrator and shall, *inter alia*,
26 disburse payments in accordance with the terms of the Settlement Agreement and this final
27 approval order.

- 1 8. The court has considered the *Dunk/Kullar factors* and the circumstances surrounding the
2 settlement and finally approves the settlement as a fair, adequate, and reasonable settlement.
- 3 9. For settlement purposes only, Quincy O'Neal is appointed as class representative.
- 4 10. O'Neal requests a service award of \$10,000, but the court finds that the evidence is insufficient
5 to justify a service award in that amount, based on the limited evidence presented, considering
6 the pertinent criteria (*Cellphone Termination Fee Cases* (20100 186 Cal.App.4th 1380, 1394-
7 95), and average settlement payment for class members. The court approves a service award of
8 \$6,000 for Johnson.
- 9 11. For settlement purposes only, Blackstone Law, APC is appointed as Class Counsel.
- 10 12. The court awards attorney's fees to Class Counsel in the amount of \$138,333.33 or 33% of the
11 settlement fund. In making this award, the court considered the following factors: (1) the
12 results obtained by Class Counsel in this case; (2) the risks and legal issues involved in this
13 case; (3) the fee's contingency upon success; (4) the range of awards made in similar cases and
14 (5) the time spent and work performed in litigating the case.
- 15 13. The court authorizes reimbursement of class counsels' litigation expenses of class counsels'
16 litigation expenses in the amount of \$17,450.10, consisting of filing and service expenses,
17 expenses for chambers copies, expert consulting fees, and the mediation fee.
- 18 14. The Court reserves a compliance hearing for **April 29, 2026, at 10:00 a.m.** No later than
19 **April 22, 2026**, the parties shall submit a compliance statement setting forth disbursements
20 made, a summary accounting, the number and value of any uncashed settlement checks, and
21 any other matters the parties need to bring to the court's attention. The compliance statement
22 must be accompanied by a declaration from a representative of Phoenix.
- 23 15. Class Counsel shall serve this order and the judgment upon the LWDA within 5 court days.
- 24 16. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules
25 of Court—and without impacting the finality of this order—the court retains jurisdiction over
26 plaintiffs, all members of the Settlement Class, and defendant for the purpose of supervising
27 the implementation, enforcement, construction, administration, and interpretation of the
28

1 Settlement Agreement and this order.

2 Dated: December 23, 2025



JEFFREY S. ROSS
Judge of the Superior Court

EXHIBIT 1

1 **FIRST AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,”
3 “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Quincy
4 O’Neal (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly
5 situated, and on behalf of aggrieved employees, and, the State of California with respect to aggrieved
6 employees, on the one hand, and Defendant Included Health, Inc., formerly known as Grand Rounds,
7 Inc. (“Defendant”), on the other hand (together, Plaintiff and Defendant are referred to as “Parties”
8 and individually as “Party”).

9 The Parties agree to supplant the Joint Stipulation of Class Action and PAGA Settlement
10 entered into by the Parties on or around October 7, 2024 with this First Amended Joint Stipulation of
11 Class Action and PAGA Settlement.

12 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
13 defined herein), PAGA Employees, the State of California as to the employment of PAGA Employees
14 (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the
15 Court.

16 **RECITALS**

17 1. On August 14, 2023, Plaintiff provided written notice to the Labor and Workforce
18 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
19 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
20 Code alleged to have been violated by Defendant (“PAGA Letter”). On August 15, 2023, Plaintiff
21 filed a Class Action Complaint for Damages in the action entitled *Quincy O’Neal v. Included Health,*
22 *Inc., formerly known as Grand Rounds, Inc.*, San Francisco County Superior Court Case No. CGC-
23 23-608391 (“Action”), thereby commencing a putative class action against Included Health, Inc.,
24 Grand Rounds Health, and Doctor on Demand Professionals of California. On October 17, 2023,
25 pursuant to the Parties’ joint stipulation, the Court dismissed Doctor on Demand Professionals of
26 California without prejudice, with a waiver of fees and costs as against Doctor on Demand
27 Professionals of California.

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1 2. On October 20, 2023, Plaintiff filed a Complaint for Enforcement Action Under the
2 Private Attorneys General Act, Cal. Labor Code §§ 2698 Et Seq. against Defendant in the action
3 entitled *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds, Inc.*, San Francisco
4 County Superior Court Case No. CGC-23-609901 ("PAGA Action").

5 3. On January 2, 2024, Plaintiff filed a First Amended Class Action Complaint for
6 Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code
7 §§ 2698 Et Seq. ("Operative Complaint") in the Action against Defendant, which, *inter alia*, added a
8 cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code
9 Section 2698 *et seq.* ("PAGA"), and in which included all allegations alleged in the PAGA Action.
10 Subsequently, the PAGA Action was dismissed without prejudice on April 5, 2024.

11 4. The Operative Complaint alleges ten (10) causes of action for violations of the
12 California Labor Code for failure to pay minimum and overtime wages, failure to provide compliant
13 meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and
14 premiums payments in lieu thereof, failure to timely pay wages during employment and upon
15 termination, failure to provide accurate wage statements, and failure to reimburse necessary business
16 expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on
17 the aforementioned California Labor Code violations, including for off-the-clock work and time
18 rounding, and for failure to include all non-discretionary compensation in the regular rate of pay for
19 all wages required to be calculated at the regular rate of pay; and for civil penalties under PAGA based
20 on the aforementioned California Labor Code violations.

21 5. Defendant denies all materials allegations set forth in the Action and its underlying
22 Operative Complaint and has asserted numerous affirmative defenses. Notwithstanding, in the interest
23 of avoiding further litigation, the Parties desire to fully and finally settle the Action, Released Class
24 Claims (as defined herein), and Released PAGA Claims (as defined herein).

25 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
26 including any and all applicable defenses and the applicable law. The investigation included, *inter*
27 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
28 The Parties have engaged in sufficient informal discovery and investigation to assess the relative

1 merits of the claims and contentions of the Parties.

2 7. On March 15, 2024, the Parties participated in mediation with Monique Ngo-Bonnici,
3 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
4 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The
5 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an
6 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs
7 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,
8 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
9 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
10 Class Members, State of California, and PAGA Employees in light of all known facts and
11 circumstances, including the risk of significant delay and uncertainty associated with litigation and
12 various defenses asserted by Defendant.

13 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
14 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
15 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
16 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
17 positions.

18 **DEFINITIONS**

19 9. The following definitions are applicable to this Settlement Agreement. Definitions
20 contained elsewhere in this Settlement Agreement will also be effective.

21 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
22 Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and
23 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

24 b. “Class” or “Class Member(s)” means all current and former non-exempt
25 employees who worked for Defendant in the State of California at any time during the Class Period.

26 c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,
27 Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC, who will seek to be appointed
28 counsel for the Class.

1 d. “Class List” means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from its records and provide to the Settlement Administrator,
3 subject to a protective order entered in the Action but in the event the Court does not agree to sign the
4 protective order, the Class List will be produced subject to an agreement between Defendant and the
5 Settlement Administrator governing the dissemination, disclosure, and use of confidential
6 information. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet
7 containing the following information for each Class Member: (1) full name; (2) last known mailing
8 address; (3) Social Security number; (4) hire date; (5) termination date (if applicable); and (6) any
9 other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA
10 Workweeks (if applicable).

11 e. “Class Notice” means the Notice of Class Action Settlement, substantially in
12 the form attached hereto as “Exhibit A.”

13 f. “Class Period” means the period from August 15, 2019 through June 30, 2024.

14 g. “Class Settlement” means the settlement and resolution of all Released Class
15 Claims.

16 h. “Court” means the Superior Court of the State of California for the County of
17 San Francisco.

18 i. “Defendant’s Counsel” means David L. Cheng and Min K. Kim of Ford &
19 Harrison LLP.

20 j. “Effective Date” means the following: (i) if no Settlement Class Member
21 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
22 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-
23 sixth (66th) calendar day after the date of Final Approval, provided no appeal is initiated by an
24 objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day
25 after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari),
26 resulting in an exhaustion of appeals and final judicial approval of the Settlement.

27 k. “Employer Taxes” means the employer’s share of taxes in connection with the
28 wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the

1 Gross Settlement Amount.

2 l. "Enhancement Payment" means the amount to be paid to Plaintiff, in
3 recognition of his effort and work in prosecuting the Action on behalf of Class Members, as set forth
4 in Paragraph 13.

5 m. "Final Approval" means the determination by the Court that the Settlement is
6 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

7 n. "Final Approval Hearing" means the hearing at which the Court will consider
8 and determine whether the Settlement should be granted Final Approval.

9 o. "Final Approval Order and Judgment" means the order granting final approval
10 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
11 Parties, and subject to approval by the Court.

12 p. "Gross Settlement Amount" means the amount of Four Hundred Fifteen
13 Thousand Dollars and Zero Cents (\$415,000.00) to be paid by Defendant in full satisfaction of the
14 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys' Fees and
15 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
16 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
17 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
18 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
19 Settlement Amount is subject to increase, as provided in Paragraph 16.

20 q. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee
21 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
22 calculated in accordance with Paragraph 18.

23 r. "Individual Settlement Payment" means the net payment of each Settlement
24 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
25 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
26 Paragraph 19.

27 s. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
28 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated

1 in accordance with Paragraph 17.

2 t. "LWDA Payment" means the amount of Thirty-Seven Thousand Five Hundred
3 Dollars and Zero Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
4 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

5 u. "Net Settlement Amount" means the portion of the Gross Settlement Amount
6 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
7 less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and
8 Settlement Administration Costs.

9 v. "Notice of Objection" means a Settlement Class Member's written objection to
10 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
11 objector's full name, signature, address, and telephone number; (c) contain a written statement of all
12 grounds for the objection accompanied by any legal support for such objection; (d) contain copies of
13 any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail
14 to the Settlement Administrator at the specified address, postmarked on or before the Response
15 Deadline.

16 w. "PAGA Amount" means the allocation of Fifty Thousand Dollars and Zero
17 Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
18 percent (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA
19 Payment) and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to the
20 PAGA Employees (i.e., the PAGA Employee Amount).

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

23 y. "PAGA Employee Amount" means the amount of Twelve Thousand Five
24 Hundred Dollars and Zero Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to
25 PAGA Employees on a *pro rata* basis based on their PAGA Workweeks.

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

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

1 bb. “PAGA Workweeks” means the number of weeks each PAGA Employee
2 worked for Defendant as a non-exempt employee in California during the PAGA Period. The PAGA
3 Workweeks will be calculated by the Settlement Administrator based on each PAGA Employee’s start
4 date or the beginning of the PAGA Period, whichever is later, and separation date or the last day of
5 the PAGA Period, whichever is earlier, based on the Class List provided by Defendant. In order to be
6 counted as a PAGA Workweek, the PAGA Employee must have worked at least one day in that week.

7 cc. “Preliminary Approval” means the date on which the Court enters the
8 Preliminary Approval Order.

9 dd. “Preliminary Approval Order” means the order granting preliminary approval
10 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
11 the Court.

12 ee. “Released Class Claims” means any and all claims, debts, liabilities, demands,
13 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
14 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
15 arising during the Class Period, under any federal, state, or local law, and shall specifically include
16 claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
17 and rest periods and associated premium payments, timely pay wages during employment and upon
18 termination, provide accurate wage statements, and reimburse necessary business-related expenses in
19 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194,
20 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
21 Order, claims for recovery of unpaid wages in violation of California Business and Professions Code
22 sections 17200, *et seq.* based on the aforementioned California Labor Code violations, including for
23 off-the-clock work and time rounding, and for failure to include all non-discretionary compensation
24 in the regular rate of pay for all wages required to be calculated at the regular rate of pay, and all claims
25 for attorneys’ fees and costs and statutory interest in connection therewith, and any other claims,
26 including claims for statutory penalties, pertaining to the Class Members.

27 ff. “Released PAGA Claims” means any and all claims which were alleged or
28 which could have been alleged based on the factual allegations in the Operative Complaint and/or

1 PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General
2 Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys' fees and
3 costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide
4 compliant meal and rest periods and associated premium payments, timely pay wages during
5 employment and upon termination, provide complaint wage statements, maintain complete and
6 accurate payroll records, and reimburse necessary business-related expenses in violation of the
7 California Labor Code, including, without limitation, Sections 201, 202, 203, 204, 226(a), 226.7, 510,
8 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
9 Commission Wage Order. This includes, without limitation, the non-payment of wages arising from
10 allegations of off-the-clock work, time rounding, unpaid meal break premiums, unpaid rest break
11 premiums, and for failure to include all non-discretionary compensation in the regular rate of pay for
12 all wages required to be calculated at the regular rate of pay.

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

16 hh. "Request for Exclusion" means a letter submitted by a Class Member indicating
17 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
18 of the Action; (b) contain the Class Member's full name, signature, address, and telephone number;
19 (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d)
20 be returned by mail to the Settlement Administrator at the specified address, postmarked on or before
21 the Response Deadline.

22 ii. "Response Deadline" means the deadline by which Class Members must submit
23 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
24 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
25 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
26 case the Response Deadline will be extended to the next day on which the United States Postal service
27 is open. The Response Deadline may also be extended by express agreement between Class Counsel
28 and Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have

1 the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
2 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
3 from the original Response Deadline.

4 jj. “Settlement Administrator” means CAC Services Group, LLC, or any other
5 third-party class action settlement administrator agreed to by the Parties and approved by the Court
6 for purposes of administering the Settlement. The Parties and their counsel each represent that they
7 do not have any financial interest in the Settlement Administrator or otherwise have a relationship
8 with the Settlement Administrator that could create a conflict of interest.

9 kk. “Settlement Administration Costs” means the costs payable from the Gross
10 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
11 Paragraph 15.

12 ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
13 who do not submit a timely and valid Request for Exclusion.

14 mm. “Workweeks” means the number of weeks each Class Member worked for
15 Defendant as a non-exempt employee in California during the Class Period. The Workweeks will be
16 calculated by the Settlement Administrator based on each Class Member’s start date or the beginning
17 of the Class Period, whichever is later, and separation date or the last day of the Class Period,
18 whichever is earlier, based on the Class List provided by Defendant. In order to be counted as a
19 Workweek, the Class Member must have worked at least one day in that week.

20 nn. “Workweeks Dispute” means a letter submitted by a Class Member disputing
21 the number of Workweeks and/or PAGA Workweeks to which they have been credited, which must:
22 (a) contain the case name and number of the Action; (b) contain the Class Member’s full name,
23 signature, address, and telephone number; (c) clearly state that the Class Member disputes the number
24 of Workweeks and/or PAGA Workweeks credited to the Class Member and what the Class Member
25 contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the
26 specified address, postmarked on or before the Response Deadline.

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1 **CLASS CERTIFICATION**

2 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
3 Class.

4 11. The Parties agree that certification for the purpose of settlement is not an admission
5 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
6 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
7 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
8 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
9 non-settlement context.

10 **TERMS OF THE AGREEMENT**

11 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
12 forth herein, the Parties agree, subject to the Court's approval, as follows:

13 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
14 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross
15 Settlement Amount (i.e., \$138,333.33 if the Gross Settlement Amount is \$415,000.00) and
16 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
17 of the Action, in an amount not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00),
18 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
19 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
20 the Action and PAGA Action, including without limitation all work performed and costs incurred to
21 date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's
22 approval of this Settlement Agreement, including any objections raised and any appeals necessitated
23 by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing
24 this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
25 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
26 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
27 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

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1 13. Enhancement Payment. Defendant agrees not to oppose or impede any application or
2 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero
3 Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
4 Amount, subject to Court approval, will be in addition to his Individual Settlement Payment as a
5 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be
6 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
7 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
8 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
9 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
10 benefit of the Settlement Class Members.

11 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
12 Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement
13 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
14 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be
15 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be
16 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
17 total number of PAGA Workweeks worked by each PAGA Employee during the PAGA Period (i.e.,
18 the Individual PAGA Payments).

19 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
20 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
21 which is currently not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00). These costs,
22 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*
23 *alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
24 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
25 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
26 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
27 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
28 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement

1 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
2 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
3 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
4 Settlement Amount for the benefit of the Settlement Class Members.

5 16. Escalator Clause. Defendant has represented that the Class Members worked a total of
6 8,345 workweeks during the period from August 15, 2019 through March 11, 2024. If it is determined
7 by the Settlement Administrator that the total number of Workweeks worked by the Class Members
8 during the above-referenced period of August 15, 2019 through March 11, 2024 actually exceeds 8,345
9 by more than 10% (i.e., by more than 9,179 Workweeks), then the Gross Settlement Amount will be
10 increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked
11 by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to
12 9,263 Workweeks, then the Gross Settlement Amount will increase by 1%.

13 17. Individual Settlement Share Calculations. Individual Settlement Shares will be
14 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
15 Workweeks, as follows:

16 a. After Preliminary Approval, the Settlement Administrator will divide the Net
17 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
18 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
19 to yield each Class Member's estimated Individual Settlement Share that each Class Member may be
20 entitled to receive under the Class Settlement.

21 b. After Final Approval, the Settlement Administrator will divide the final Net
22 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
23 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
24 Value to each Settlement Class Member's final Individual Settlement Share.

25 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
26 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
27 number of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA
28 Employee Amount, i.e., 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 to yield each PAGA Employee's Individual PAGA Payment.

19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent (90%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

20. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

21. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Class Counsel, Settlement Class Members, and PAGA Employees understand and agree that Plaintiff, Class Counsel, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Class

1 Counsel, Settlement Class Members, and PAGA Employees should consult with their tax advisors
2 concerning the tax consequences of any payment they receive under the Settlement.

3 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
4 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
5 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
6 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
7 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
8 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
9 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
10 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
11 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
12 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
13 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
14 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
15 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
16 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
17 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
18 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
19 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
20 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
21 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX
22 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
23 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
24 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
25 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

26 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
27 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
28 are issued to the payee. It is expressly understood and agreed that payments made under this

1 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
2 to additional compensation or benefits under any new or additional compensation or benefits, or any
3 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
4 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
5 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
6 any contrary language or agreement in any benefit or compensation plan document that might have
7 been in effect during the Class Period).

8 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

9 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for
10 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will
11 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said
12 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion
13 before filing it with the Court, including any supporting papers. Defendant agrees not to oppose the
14 motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way
15 of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the
16 following:

- 17 a. Conditionally certifying the Class for settlement purposes only;
- 18 b. Granting Preliminary Approval of the Settlement;
- 19 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 20 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 21 e. Approving as to form and content, the mutually-agreed upon and proposed
22 Class Notice and directing its mailing by First Class U.S. Mail;
- 23 f. Approving the manner and method for Class Members to request exclusion
24 from or object to the Class Settlement as contained herein and within the Class Notice;
- 25 g. Scheduling a Final Approval Hearing at which the Court will determine whether
26 Final Approval of the Settlement should be granted.

27 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
28 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary

1 approval of the Settlement.

2 26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
3 Defendant will provide the Class List to the Settlement Administrator subject to a protective order
4 entered in the Action but in the event the Court does not agree to sign the protective order, the Class
5 List will be produced subject to an agreement between Defendant and the Settlement Administrator
6 governing the dissemination, disclosure and use of confidential information. The names, addresses,
7 and Social Security numbers will only be disclosed to the Settlement Administrator and not to Class
8 Counsel. This information shall be kept confidential and shall not be disclosed, either in writing or
9 orally, by the Settlement Administrator. The Settlement Administrator shall use due care with respect
10 to the storage, custody, use, and/or dissemination of the confidential information. Such information
11 must be stored in a secure fashion and all persons who access the data must agree to keep it
12 confidential.

13 27. Notice by First-Class U.S. Mail.

14 a. Within seven (7) calendar days after receiving the Class List from Defendant,
15 the Settlement Administrator will perform a search based on the National Change of Address Database
16 or any other similar services available, such as provided by Experian, for information to update and
17 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the
18 form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.
19 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

20 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
21 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
22 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
23 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
24 attempt to determine the correct address using a skip-trace or other search, using the name, address,
25 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
26 calendar days.

27 c. Compliance with the procedures described herein above shall constitute due and
28 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.

1 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
2 provide notice of the Settlement.

3 28. Disputes Regarding Workweeks and/or PAGA Workweeks. Class Members will have
4 an opportunity to dispute the number of Workweeks and/or PAGA Workweeks to which they have
5 been credited, as reflected in their respective Class Notices, by submitting a timely and valid
6 Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response
7 Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to
8 determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the
9 accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA
10 Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed to be
11 correct and determinative of the dispute. However, if a Class Member produces information and/or
12 documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the
13 Class Member and the Settlement Administrator will resolve and determine the number of eligible
14 Workweeks and/or PAGA Workweeks that the disputing Class Member should be credited with under
15 the Settlement. The Settlement Administrator's decision on such disputes will be final and non-
16 appealable.

17 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
18 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
19 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
20 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
21 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
22 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
23 submitted, and also identify the individuals who have submitted a timely and valid Request for
24 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
25 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
26 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
27 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
28 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will

1 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
2 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion,
3 regardless of whether they received a Class Notice, will be bound by all of the terms of the Class
4 Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any
5 judgment that may be entered by the Court if it grants Final Approval to the Settlement.
6 Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be
7 issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

8 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
9 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
10 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
11 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
12 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
13 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
14 and complete and which were not), and also attach them to a declaration that is to be filed with the
15 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
16 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
17 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
18 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
19 whether they have submitted a Notice of Objection and without any prior notice. If the Settlement
20 Administrator receives both a Request for Exclusion and a Notice of Objection, the Settlement
21 Administrator will honor the submission that is received first and disregard the other.

22 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
23 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
24 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
25 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
26 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
27 Administrator will provide to counsel for the Parties any updated reports regarding the administration
28 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it

1 receives a request from an individual or any other entity regarding inclusion in the Class and/or
2 Settlement or regarding a Workweeks Dispute.

3 32. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
4 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
5 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
6 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
7 the number of Class Members who have submitted timely and valid Requests for Exclusion following
8 the Response Deadline. If Defendant exercises this option, the Settlement and conditional class
9 certification shall be considered void, and neither the Settlement, conditional class certification, nor
10 any of the related negotiations or proceedings, shall be of any force or effect, and the Parties shall
11 stand in the same position, without prejudice, as if this Settlement had been neither entered into nor
12 filed with the Court. Further, if Defendant exercises this option, it shall pay any costs of settlement
13 administration owed to the Settlement Administrator incurred up to that date.

14 33. Certification of Completion. Upon completion of administration of the Settlement, the
15 Settlement Administrator will provide a written declaration under oath to certify such completion to
16 the Court and counsel for all Parties.

17 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
18 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
19 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
20 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
21 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
22 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
23 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
24 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
25 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
26 Approval Order and Judgment, which will provide for, in substantial part, the following:

27 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
28 consummation of its terms and provisions;

- 1 b. Certification of the Settlement Class;
- 2 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 3 d. Approval of the application for Enhancement Payment to Plaintiff;
- 4 e. Directing Defendant to fund all amounts due under the Settlement Agreement
- 5 and ordered by the Court;
- 6 f. Directing Plaintiff to submit notice of the Final Approval Order and Judgment
- 7 to the LWDA in accordance with California Labor Code section 2699(1)(3); and
- 8 g. Entering judgment in the Action, while maintaining continuing jurisdiction, in
- 9 conformity with California Rules of Court 3.769 and the Settlement Agreement.

10 35. Funding of the Gross Settlement Amount. No later than thirty (30) calendar days after

11 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement

12 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established

13 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement

14 Administrator to calculate necessary payroll taxes including its official name, 8-digit state

15 unemployment insurance tax ID number, and other information requested by the Settlement

16 Administrator, no later than thirty (30) calendar days after the Effective Date. Additionally, no later

17 than five (5) calendar days after the Effective Date, Plaintiff, Class Counsel, and the Settlement

18 Administrator will transmit executed W-9 Forms to Defendant.

19 36. Distribution of the Gross Settlement Amount. Within five (5) business days of the

20 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual

21 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,

22 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class

23 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set

24 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and

timely forward these to the appropriate government authorities.

25 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking

26 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way

27 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the

28 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the

1 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
2 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
3 Members and PAGA Employees are not required to submit a claim to be issued an Individual
4 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
5 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
6 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
7 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
8 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA
9 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil
10 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
11 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required
12 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or
13 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
14 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
15 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
16 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
17 Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

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

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

25 40. Plaintiff's General Release. Upon the full funding of the Gross Settlement Amount,
26 Plaintiff, individually and on his own behalf, will be deemed to have fully, finally, and forever
27 released, settled, compromised, relinquished, and discharged the Released Parties from any and all
28 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages,

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

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

25 41. Final Approval Order and Judgment. The Parties shall provide the Settlement
26 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
27 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
28 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the

1 Class will be required.

2 42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
3 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
4 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
5 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
6 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
7 Settlement Agreement.

8 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the
9 Settlement Agreement shall have the following effects:

10 a. The Settlement Agreement shall be void and shall have no force or effect, and
11 no Party shall be bound by any of its terms;

12 b. In the event the Settlement Agreement is terminated, Defendant shall have no
13 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
14 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
15 Administrator is notified that the Settlement has been terminated;

16 c. The Preliminary Approval Order, Final Approval Order and Judgment,
17 including any order certifying the Class, shall be vacated;

18 d. The Settlement Agreement and all negotiations, statements, and proceedings
19 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
20 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

21 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
22 statements, or filings in furtherance of the Settlement (including all matters associated with the
23 mediation) shall be admissible or offered into evidence in the Action or any other action for any
24 purpose whatsoever; and

25 f. Any documents generated to bring the Settlement into effect, will be null and
26 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
27 likewise be treated as void from the beginning.

28 ///

1 44. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
4 of action or right herein released and discharged.

5 45. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
6 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
7 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

8 46. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
14 which provide that a written agreement is to be construed according to its terms and may not be varied
15 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

16 47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
17 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
18 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
19 Approval Hearing to be conducted by the Court.

20 48. Amendment or Modification. Prior to the filing of the motion for preliminary approval
21 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
22 except by written agreement signed by counsel for all Parties. After the filing of the motion for
23 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
24 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
25 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
26 constitute a waiver of any other provision.

27 49. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant

1 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
2 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
3 full authority to enter into this Settlement Agreement, and further intend that this Settlement
4 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
5 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
6 confidentiality provisions that otherwise might apply under state or federal law.

7 50. Signatories. It is agreed that because the members of the Class are so numerous, it is
8 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
9 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
10 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
11 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
12 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
13 Member and PAGA Employee.

14 51. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
15 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

16 52. California Law Governs. All terms of this Settlement Agreement and attached exhibits
17 hereto will be governed by and interpreted according to the laws of the State of California.

18 53. Execution and Counterparts. This Settlement Agreement is subject only to the
19 execution of all Parties. However, this Settlement Agreement may be executed in one or more
20 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
21 copies of the signature page, will be deemed to be one and the same instrument.

22 54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
23 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
24 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
25 account all relevant factors, present and potential. The Parties further acknowledge that they are each
26 represented by competent counsel and that they have had an opportunity to consult with their counsel
27 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
28 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to

1 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

2 55. Invalidity of Any Provision. Before declaring any provision of this Settlement
3 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
4 possible consistent with applicable precedents so as to define all provisions of this Settlement
5 Agreement valid and enforceable.

6 56. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
7 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
8 to implement the Settlement.

9 57. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
10 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
11 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
12 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
13 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
14 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
15 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
16 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
17 construed as an admission or concession by Defendant of any such violations or failures to comply
18 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
19 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
20 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
21 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
22 federal, state, local or other applicable law.

23 58. Captions. The captions and paragraph numbers in this Settlement Agreement are
24 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
25 intent of the provisions of this Settlement Agreement.

26 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
27 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
28 construed more strictly against one Party than another merely by virtue of the fact that it may have

1 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
2 negotiations between the Parties, all Parties have contributed equally to the preparation of this
3 Settlement Agreement.

4 60. Representation By Counsel. The Parties acknowledge that they have been represented
5 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
6 that this Settlement Agreement has been executed with the consent and advice of counsel, and
7 reviewed in full.

8 61. All Terms Subject to Final Court Approval. All amounts and procedures described in
9 this Settlement Agreement herein will be subject to final Court approval.

10 62. Notices. All notices, demands, and other communications to be provided concerning
11 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
12 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
13 as follows:

14 To Plaintiff and Class Counsel:

15 Jonathan M. Genish

16 jgenish@blackstonepc.com

17 Miriam L. Schimmel

18 mschimmel@blackstonepc.com

19 Joana Fang

20 jfang@blackstonepc.com

21 Alexandra Rose

22 arose@blackstonepc.com

23 Jared C. Osborne

24 josborne@blackstonepc.com

25 **BLACKSTONE LAW, APC**

26 8383 Wilshire Boulevard, Suite 745

27 Beverly Hills, California 90211

28 Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

David L. Cheng

dcheng@fordharrison.com

Min K. Kim

mkim@fordharrison.com

FORD & HARRISON LLP

350 South Grand Avenue, Suite 2300

Los Angeles, California 90071

Tel: (213) 237-2400 / Fax: (213) 237-2401

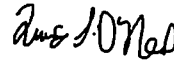
63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 01/29/2025

PLAINTIFF QUINCY O'NEAL



Plaintiff Quincy O'Neal

**DEFENDANT INCLUDED HEALTH, INC.,
FORMERLY KNOWN AS GROUND
ROUNDS, INC.**

Dated: _____

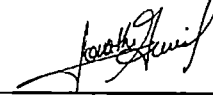
Full Name: _____

Title: _____
On behalf of Included Health, Inc., formerly
known as Grand Rounds, Inc.

APPROVED AS TO FORM ONLY:

Dated: January 29, 2025

BLACKSTONE LAW, APC


Jonathan M. Genish
Attorneys for Plaintiff Quincy O'Neal
and Proposed Class Counsel

FORD & HARRISON LLP

Dated: _____

David L. Cheng
Min K. Kim

63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF QUINCY O'NEAL

Dated: _____

Plaintiff Quincy O'Neal

**DEFENDANT INCLUDED HEALTH, INC.,
FORMERLY KNOWN AS GROUND
ROUNDS, INC.**

Dated: Jan 30, 2025

Sara Sahni
Sara Sahni (Jan 30, 2025 09:32 EST)

Full Name: Sara Sahni

Title: Senior Counsel

On behalf of Included Health, Inc., formerly
known as Grand Rounds, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Attorneys for Plaintiff Quincy O'Neal
and Proposed Class Counsel

FORD & HARRISON LLP

Dated: January 30, 2025

David L. Cheng
David L. Cheng
Min K. Kim

*Attorneys for Defendant Included Health, Inc.,
formerly known as Grand Rounds, Inc.*

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EXHIBIT 2

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 _____ 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.

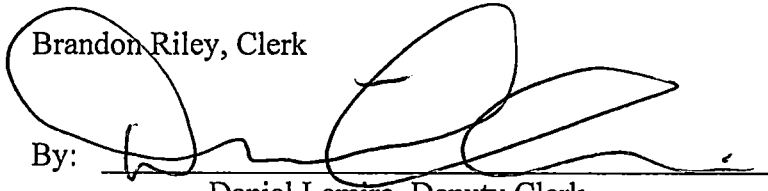
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Danial Lemire, 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 December 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: December 23, 2025,

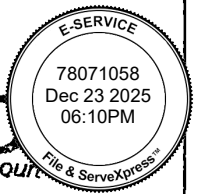
Brandon Riley, Clerk

By: 

Danial Lemire, Deputy Clerk

EXHIBIT B

FILED
San Francisco County Superior Court



DEC 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

JUDGMENT

On December 23, 2025, this court entered an order granting final approval of the settlement of this class and PAGA action and awarding attorney's fees, costs, and service awards. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Judgment is hereby entered in accordance with the terms of this court's final approval order.
2. The Settlement Classes are defined as follows:
 - The "Class" is defined as: "all current and former non-exempt employees who worked for Defendant in the State of California at any time from August 15, 2019 through June 30, 2024. (Settlement Agreement, ¶¶ 9(b), (f).)
 - "PAGA Aggrieved Employees" are defined as: "all current and former non-exempt employees who worked for Defendant in the State of California from August 14, 2022,

1 through June 30, 2024. (Settlement Agreement, ¶¶ 9(x), (z).)

2 3. One class member, Midori Seppa, requested exclusion from the settlement.

3 4. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules of
4 Court and without impacting the finality of this judgment-the court retains jurisdiction over
5 plaintiffs, all members of the Settlement Classes, and defendants for the purpose of supervising
6 the implementation, enforcement, construction, administration, and interpretation of the
7 Settlement Agreement, Final Approval Order, and judgment thereon.

8
9 Dated: December 23, 2025



JEFFREY S. ROSS
Judge of the Superior Court

Superior Court of California
County of San Francisco
Department 613

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

vs.

INCLUDED HEALTH, INC., formerly known as
GRAND ROUNDS HEALTH INC., a Delaware
corporation; and DOES 1 through 25, inclusive

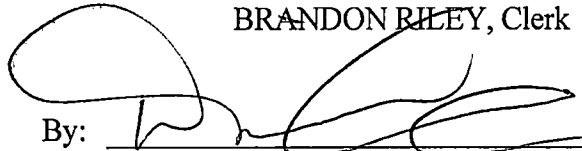
Case Number: CGC-23-608391

NOTICE OF ENTRY OF JUDGMENT
(CCP §664.5), (CCP §668.5)

TO: COUNSEL FOR PLAINTIFF(S), AND DEFENDANT(S):

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the attached judgment has
been filed in the above-entitled case given by order of the Court pursuant to CCP §664.5.

DATED: December 23, 2025

By:  **BRANDON RILEY, Clerk**

DANIAL LEMIRE, Deputy Clerk

CERTIFICATE OF ELECTRONIC SERVICE

I, Danial Lemire, 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 December 23, 2025, I electronically served the attached JUDGMENT via
File&ServeXpress on the recipients designated on the Transaction Receipt located on the
File&ServeXpress website.

Executed on December 23, 2025, at San Francisco, California.

By:  **BRANDON RILEY, Clerk**

DANIAL LEMIRE, Deputy Clerk

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I, Karina Hernandez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On December 24, 2025, I served a copy of the following document(s):

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

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Min K. Kim

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Attorneys for Defendant, Included Health,
Inc.

☒ **BY ELECTRONIC SERVICE (FILE & SERVE XPRESS):** I caused said document(s) to be sent to the addressees listed above via File & Serve Xpress. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 24, 2025 at Beverly Hills, California.

/s/ Karina Hernandez

Karina Hernandez