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

QUINCY O’NEAL, individually and on
behalf of others similarly situated and on
behalf of other aggrieved employees,

Plaintiff,

vs.

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

Defendants.

Case No.: CGC-23-608391

Honorable Andrew Y.S. Cheng
Department 613

**AMENDED DECLARATION OF
PLAINTIFF QUINCY O’NEAL IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 26, 2024
Time: 9:00 a.m.
Dept: 613

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

1 **DECLARATION OF QUINCY O'NEAL**

2 I, Quincy O'Neal, declare and state as follows:

3 1. I am over the age of eighteen (18) and a resident of the State of California. I am the
4 named plaintiff in the above-captioned case. I have personal knowledge of the facts and statements
5 set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

6 2. I was employed by Defendant Included Health, Inc., formerly known as Grand Rounds,
7 Inc. ("Included Health") as an hourly-paid, non-exempt Bilingual-Care Coordinator and then as a
8 Senior Care Coordinator from approximately December 2020 to approximately January 2023.

9 3. Because I thought the practices at Included Health may not lawful, I decided to seek
10 legal advice about my work experiences at Included Health and about filing a lawsuit to obtain relief
11 for my grievances. I contacted Blackstone Law, APC and spoke with their attorneys. I wanted to take
12 steps to make sure Included Health was held accountable for not properly compensating its employees
13 for all hours worked, non-compliant meal and rest breaks, and unreimbursed business expenses. After
14 speaking with the attorneys, I also investigated class and representative action lawsuits on my own.
15 Thereafter, I further consulted with the attorneys at Blackstone Law, APC about my situation, class
16 actions, representative action lawsuits under the Private Attorneys General Act ("PAGA"), and what
17 it meant to bring a class and PAGA action so that I understood what I was considering doing.

18 4. I have regularly conferred with my attorneys regarding the case as part of my
19 responsibilities as a class and PAGA representative. This process included searching for and providing
20 documents concerning my employment with Included Health, answering any questions my attorneys
21 had about the documents, providing information regarding the company's practices and the duties of
22 other non-exempt employees, and helping my attorneys develop a strategy as to what additional
23 documents and information they could seek to obtain from Included Health.

24 5. I routinely checked in with my attorneys and their staff to make sure that they had all
25 of my most current information and any additional information that I had obtained. I made myself
26 available to answer any questions my attorneys had about Included Health's practices and treatment
27 of its employees whenever they needed me. I responded to them as quickly as possible and gave them
28 as much information as I could. I also assisted their efforts to prepare for mediation.

1 6. I knew that Included Health's policies and practices were uniform as to all Class
2 Members through which Included Health denied myself and other Class Members compliant meal and
3 rest periods, required us to perform work off-the-clock without compensation, failed to fully
4 compensate us for all time actually worked, including minimum and overtime wages, and failed to
5 reimburse us for business-related expenses. During my employment with Included Health, I learned
6 Included Health's written and non-written operations and employment policies, procedures, and
7 practices. It was my understanding, based on what I was told and experienced, that Included Health
8 maintained and applied the same employee handbooks and payroll, timekeeping, and wage and hour
9 policies and practices to all of its hourly-paid and non-exempt employees in California. Accordingly,
10 these common issues predominate over any individual issues affecting myself and the other Class
11 Members. Additionally, as provided below, I believe that I present common issues that are typical of
12 the Class.

13 7. I believe my claims are typical of the Class because Included Health engaged in a
14 pattern and practice of wage abuse against its non-exempt employees, such as requiring myself and
15 the other Class Members to work off-the-clock without compensation, failing to properly pay overtime
16 wages and minimum wages for all hours worked, failing to provide all meal and rest breaks to which
17 we were entitled and failing to pay meal and rest break premiums when due, failing to timely pay
18 wages during employment and upon termination of employment, failing to provide accurate wage
19 statements, and failing to reimburse necessary business-related expenses. For example, I and the other
20 Class Members were required to work off-the-clock, including during our meal periods, in order to
21 meet Included Health's work demands. Similarly, just as with our lunch breaks, the heavy workload
22 and prioritization of productivity precluded the other Class Members and me from taking rest breaks.

23 8. I understood that in the event this matter did not settle and proceeded with trial, I would
24 need to be in court to participate in the trial. I was ready to perform that role, as well as fulfill any
25 responsibilities that are necessary for this lawsuit.

26 9. I know that I took a sizeable risk by bringing and pursuing this lawsuit for several
27 reasons. First, I understood that if I lost, I would potentially have to pay the costs in the lawsuit. I
28 also understood there was a risk of losing any job and/or income due to the time that I would have to

1 spend fulfilling my responsibilities in this matter, including having to attend the trial, if needed. Most
2 importantly, I believe that by pursuing this case, I have taken a significant risk because future
3 employers can easily find out that I sued my prior employer, and that may negatively impact my ability
4 to find employment within this industry – and even outside of it – in the future. In contrast, the other
5 employees who will be receiving money from this lawsuit did not have to file a claim or take the risk
6 that I took in bringing this action.

7 10. I reviewed the settlement agreement, discussed the settlement agreement with my
8 attorneys, and asked them questions before signing it.

9 11. I believe that I have done everything that my attorneys have asked of me and tried, to
10 the best of my ability, to seek relief for the Class, the PAGA Employees, and the State of California.
11 I have spent approximately 30-35 hours participating in this case as described above. I believe my
12 efforts helped get the result obtained in this case.

13 12. I understand that any resolution of this lawsuit on a class wide basis is subject to court
14 approval, and any settlement must be designed in the best interest of the Class as a whole. At all times
15 throughout the course of this litigation I have considered the interests of the Class and put them before
16 my own personal interests. I am aware that if the settlement is granted preliminary approval, the Court
17 will certify the Class for settlement purposes, and likely appoint me as the representative of the Class
18 and my attorneys as counsel for the Class. I understand that I will need to check in on, monitor, and
19 speak with my attorneys to facilitate the notice and settlement administration process, and to provide
20 information if the Court needs additional information to assess if the settlement is fair, reasonable, and
21 adequate. Further, if Class Members contact me, I will take steps to refer them to the Settlement
22 Administrator so that they can obtain whatever information and notice that may be eligible to receive
23 in connection with the settlement and the contemplated final approval hearing. Accordingly, I believe
24 I have and will adequately represent the Class.

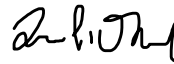
25 13. I understand that incentive or enhancement awards are discretionary and intended to
26 compensate named plaintiffs for: the quality and quantity of the work done on behalf of the class and
27 other employees, the financial and/or reputational risk undertaken in bringing the class and/or PAGA
28 action, and an acknowledgment of the benefits resulting from the representative's actions. I believe

1 my work in this matter is meritorious on these points for the reasons set forth above.

2 14. I respectfully request that the Court approve and award me an Enhancement Payment
3 in the amount of \$10,000.00 for my efforts and active participation in the case and for the broader,
4 general release of all claims that I have or may have against Included Health in connection with the
5 settlement. Taking into consideration the time that I dedicated to this case, I believe that this amount
6 is reasonable.

7 15. I am not related to anyone associated with Blackstone Law, APC.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct. Executed on 11/25/2024, at Pasadena, California.

10
11 

12 _____
Quincy O'Neal