

BY FAX

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**FILED**  
 ALAMEDA COUNTY  
 JUN 03 2026 -  
 CLERK OF THE SUPERIOR COURT  
 By Pam Williams  
 Deputy

6 Attorneys for Plaintiff Terrance Austin

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 8  
 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 10 **FOR THE COUNTY OF ALAMEDA**

11 TERRANCE AUSTIN, individually, and on  
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.  
15

16 THE ALLIANCE FOR COMMUNITY  
WELLNESS, a California corporation; and  
17 DOES 1 through 10, inclusive,

18 Defendants.

Case No.: 23CV057867

CLASS AND REPRESENTATIVE ACTION

(Pm)  
**[PROPOSED] ORDER GRANTING  
 FINAL APPROVAL OF CLASS ACTION  
 AND PAGA SETTLEMENT AND  
 JUDGMENT**

*[Filed with Plaintiff's Notice of Motion and  
 Memorandum of Points and Authorities, the  
 Declaration of Kane Moon, the Declaration of  
 Plaintiff Terrance Austin, and the Declaration  
 of Katie Tran]*

FINAL APPROVAL HEARING:

Date: June 3, 2026  
 Time: 1:30 p.m.  
 Dept.: 18  
 Judge: Hon. Patrick McKinney

**Reservation #: A-57867-001**

Action filed: September 15, 2023  
 Trial date: Not set

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**PROPOSED FINAL ORDER AND JUDGMENT<sup>1</sup>**

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

On January 9, 2026, the Court entered an Order Granting Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement, which granted conditional class certification and approval of Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Terrance Austin ("Plaintiff") and Defendant The Alliance for Community Wellness ("Defendant," and together with Plaintiff, the "Parties"), in accordance with the Parties' Amended Class Action and PAGA Settlement and Class Notice (the "Settlement"). The Settlement was attached as Exhibit A to the Supplemental Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement that was filed on December 19, 2025. The Court now has before it a Proposed Final Order and Judgment to finally approve the Settlement.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval of Class and Representative Action Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

**THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

1. The Court, for purposes of this Final Order and Judgment, incorporates and adopts all defined terms and provisions as set forth in the Settlement.

2. Plaintiff's Motion for Final Approval of Class and Representative Action Settlement, including a motion for payment of attorneys' fees and costs, Class Representative Service Payment to Plaintiff, settlement administration costs, and the PAGA Penalties (collectively "Motion for Final Approval"), and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members, came before Department 18 of this Court, the Honorable Patrick McKinney presiding, on June 3, 2026.

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<sup>1</sup> Counsel for the Parties have reviewed this [Proposed] Final Approval Order and Judgment.

1           3.       The Court finds that the Settlement appears to have been made and entered into in  
2 good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful  
3 discovery and investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is  
4 the result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and  
5 therefore, meets the requirements for final approval. In so finding, the Court has considered all the  
6 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense,  
7 and complexity of the claims presented; the likely duration of further litigation; the settlement amount  
8 offered; the extent of investigation and discovery completed; and the experience and views of Class  
9 Counsel. The Court has further considered the absence of any objections to and Requests for  
10 Exclusion from, the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for  
11 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

12           4.       The Court certifies, for settlement purposes only, the following class (“Class”):  
13 Plaintiff and all persons who worked for Defendant in California as hourly, non-exempt employees  
14 at any time during the Class Period. The “Class Period” means the period between September 15,  
15 2019, and December 3, 2024. Excluded from the Class will be any Class Member who opts out of  
16 the Settlement by sending the Administrator a valid and timely Request for Exclusion (“Non-  
17 Participating Class Member”)

18           5.       Further, the Court certifies, for settlement purposes only, the following “Aggrieved  
19 Employees”: Plaintiff and all persons who worked for Defendant in California as hourly, nonexempt  
20 employees at any time during the PAGA Period. The “PAGA Period” means the period between  
21 September 9, 2022 to January 9, 2026. (“PAGA Period”).

22           6.       The Court finds that Plaintiff exhausted all administrative remedies required to bring  
23 the PAGA claims asserted in this Action and is authorized to act as private attorney general with  
24 respect to the Released PAGA Claims being released under the Settlement. The Court further finds  
25 that pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce  
26 Development Agency (“LWDA”) has been given timely notice of the Settlement, has not objected,  
27 and is therefore bound by this Final Order and Judgment.

28           7.       The deadline to request exclusion from or to submit written objections to the

1 Settlement was April 6, 2026. No written objections and Requests for Exclusion were received.

2 8. The Court Approved Notice of Class Action Settlement and Hearing Date for Final  
3 Court Approval (the “Class Notice”), which was attached to the Preliminary Approval Order as  
4 Exhibit A and was provided to the Settlement Class pursuant to the plan for distribution described  
5 under the Settlement, conformed with the requirements of California Rules of Court 3.766 and 3.769,  
6 and constituted the best notice practicable under the circumstances, by providing individual and  
7 adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class  
8 Notice fully satisfied the requirements of due process and provided the Class Members with adequate  
9 instructions and a variety of means to obtain additional information.

10 9. A full opportunity has been afforded to Class Members to participate in the Final  
11 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard  
12 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude  
13 themselves from the Settlement or object to the Settlement. Accordingly, the Court determines that  
14 all Class Members who did not request exclusion from the Settlement (“Participating Class  
15 Members”) are bound by this Final Order and Judgment.

16 10. Release of Claims. The released claims will become effective upon the Court’s Final  
17 Approval Order and Defendant’s payment of the Gross Settlement Amount and its employer-side  
18 taxes to the Administrator. (Settlement, ¶ 5.)

19 a. Released Parties. “Released Parties” means: (i) Defendant; (ii) any parent,  
20 subsidiary, or affiliate of Defendant; (iii) any past or present officer, director or  
21 employee of the entities described in (i)-(ii), in their individual and official  
22 capacities; and (iv) any past or present predecessors, parents, subsidiaries,  
23 affiliates, owners, shareholders, members, managers, benefit plans, operating  
24 units, divisions, agents, representatives, officers, directors, partners, employees,  
25 fiduciaries, insurers, attorneys, successors or assigns of the entities described in  
26 this Paragraph. (*Id.* at ¶ 1.42.)

27 b. Plaintiff’s Releases. Plaintiff and his respective former and present spouses,  
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns

1 generally, release and discharge Released Parties from all claims, transactions, or  
2 occurrences that occurred during the Class Period, including, but not limited to:  
3 (a) all claims related to their employment or termination with Defendant and/or  
4 the Released Parties; (b) all claims that were, or reasonably could have been,  
5 alleged, based on the facts contained, in the Operative Complaint and/or PAGA  
6 Notice, and ascertained during the Action; and (c) all PAGA claims that were, or  
7 reasonably could have been alleged based on facts contained in the Operative  
8 Complaint and/or PAGA Notice, and ascertained during the Action and released  
9 in this Agreement (“Plaintiff’s Release”). (*Id.* at ¶ 5.1.) Plaintiff’s Releases do not  
10 extend to any claims or actions to enforce this Agreement, or to any claims for  
11 vested benefits, unemployment benefits, disability benefits, social security  
12 benefits, workers’ compensation benefits that arose at any time. (*Id.*) Plaintiff  
13 acknowledges that Plaintiff may discover facts or law different from, or in  
14 addition to, the facts or law that Plaintiff now knows or believes to be true but  
15 agrees, nonetheless, that Plaintiff’s Releases will be and remain effective in all  
16 respects, notwithstanding such different or additional facts or Plaintiff’s discovery  
17 of them. (*Id.*)

18 i. Plaintiff’s Waiver of Rights Under California Civil Code section 1542. For  
19 purposes of Plaintiff’s General Release, Plaintiff expressly waives and  
20 relinquishes the provisions, rights, and benefits, if any, of the California  
21 Civil Code § 1542, which reads: A general release does not extend to  
22 claims that the creditor or releasing party does not know or suspect to exist  
23 in his or her favor at the time of executing the release and that, if known  
24 by him or her, would have materially affected his or her settlement with  
25 the debtor or released party. (*Id.* at ¶ 5.1.1.)

26 c. Release by Participating Class Members Who Are Not Aggrieved Employees. All  
27 Participating Class Members, on behalf of themselves and their respective former  
28 and present representatives, agents, attorneys, heirs, administrators, successors,

1 and assigns, release Released Parties from all claims that were alleged, or  
2 reasonably could have been alleged, based on the facts and claims alleged in the  
3 Operative Complaint and ascertained in the course of the Action, including the  
4 following claims for relief: (i) failure to pay minimum and straight wages; (ii)  
5 failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to  
6 authorize and permit rest periods; (v) failure to timely pay final wages during  
7 employment and at termination; (vi) failure to provide accurate itemized wage  
8 statements; (vii) failure to indemnify employees for expenditures; (viii) unfair  
9 business practices; (ix) unlawful time rounding; (x) failure to pay overtime, break  
10 premiums, and sick pay at the regular rate of pay; (xi) alleged violation of Labor  
11 Code sections 201, 202, 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 223, 226,  
12 226.3, 226.7, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1771, 1774, 1776,  
13 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, and any  
14 applicable Industrial Welfare Commission Wage Orders; (xii) an alleged violation  
15 of Business & Professions Code section 17200, et seq.; and (xiii) all claims for  
16 damages, penalties, interest, attorneys' fees, costs, injunctive relief, restitution,  
17 and any other equitable relief in California statute, ordinance, regulation, common  
18 law, or other source of law. (*Id.* at ¶ 5.2.) Participating Class Members do not  
19 release any other claims, including claims for vested benefits, wrongful  
20 termination, violation of the Fair Employment and Housing Act, unemployment  
21 insurance, disability, social security, workers' compensation, or claims based on  
22 facts occurring outside the Class Period. (*Id.*)

23 d. LWDA PAGA Release Through the Named Plaintiff. Pursuant to the authority  
24 delegated by the LWDA through the PAGA Notice, the named Plaintiff, acting as  
25 the LWDA's authorized proxy, releases the Released Parties from all claims for  
26 civil penalties under PAGA that were alleged in the PAGA Notice, and only those  
27 claims. (*Id.* at ¶ 5.3.) The scope of this release is strictly limited to the facts,  
28 theories, and Labor Code violations identified in the PAGA Notice and does not

1 extend to any claims beyond those expressly noticed to the LWDA. (*Id.*) No  
2 Participating or Non-Participating Class Member releases PAGA claims in an  
3 individual capacity, as PAGA claims are enforceable solely by the LWDA through  
4 its designated representative. (*Id.*)

5 11. The Parties shall bear their own respective attorneys' fees and costs, except as  
6 otherwise provided for in the Settlement and approved by the Court.

7 12. The Court finds that the Gross Settlement Amount of \$625,000.00 ("GSA"), the Net  
8 Settlement Amount, and the methodology used to calculate individual Class Payments and individual  
9 PAGA Payments to participating Class Members and Aggrieved Employees, respectively, are fair  
10 and reasonable. The Court thus authorizes the Administrator to pay settlement allocations in  
11 accordance with the terms of the Settlement.

12 13. Defendant shall fully fund the Gross Settlement Amount and fund the amounts  
13 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the  
14 Administrator not more than 30 days after this Final Approval Order and Judgment.

15 14. A total amount of \$20,000.00 shall be allocated as the PAGA Penalties from the GSA  
16 for resolution of claims under the Private Attorneys General Act of 2004 ("PAGA") and distributed  
17 as follows: 25% (\$5,000.00) to Aggrieved Employees and 75% (\$15,000.00) to the LWDA.  
18 Aggrieved Employees' Released PAGA Claims are hereby extinguished.

19 15. The Court confirms the appointment of Plaintiff as the Class Representative, for  
20 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Class  
21 Member, the Court approves and orders a service payment to Plaintiff in the amount of \$7,500.00  
22 from the GSA for his role and service as the Class Representative, for the risks and work attendant  
23 to that role, and for his general release of claims, both known and unknown, and waiver of section  
24 1542 rights.

25 16. The Court confirms the appointment of Plaintiff's Counsel Kane Moon and Daniel J.  
26 Park of Moon Law Group, PC as Class Counsel, for settlement purposes only. The Court approves  
27 and orders the payments to Class Counsel from the GSA in the amounts of \$187,500.00, equal to  
28 30% of the GSA, for reasonable attorneys' fees, and \$14,705.32, for reimbursement of actual

1 litigation costs. The Court finds that these amounts are reasonable considering the benefits provided  
2 to the Class. Ten percent of the attorney's fee award must be kept in the Administrator's trust fund  
3 until the completion of the distribution process and court approval of a final accounting.

4 17. The Court confirms the appointment of Apex Class Action Administration as the  
5 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders  
6 the payment to the Administrator in the amount of \$8,990.00 from the GSA for its services and costs  
7 of administration.

8 18. The Court confirms the designation of Legal Aid at Work as the appropriate *cy pres*  
9 beneficiary of any uncashed checks, pursuant to California Code of Civil Procedure section 384.  
10 Unclaimed funds shall not be distributed to Legal Aid at Work until the Court approves the final  
11 accounting.

12 19. In accordance with California Rule of Court 3.771(b), notice of this Final Order and  
13 Judgment will be given to the Settlement Class by the Administrator, who will post a copy of this  
14 Order of Final Approval and Judgment on a website maintained by the Administrator, the address  
15 of which was provided to Class Members in the Class Notice, for a period of at least ninety (90)  
16 calendar days after entry.

17 20. This Final Order and Judgment is intended to be a final disposition of the Action in  
18 its entirety and is intended to be immediately appealable.

19 21. The obligations set forth in the Settlement are deemed part of this Final Order and  
20 Judgment, and the Parties are ordered to carry out the Settlement according to its terms and  
21 provisions.

22 22. In accordance with California Rule of Court 3.769(h), following entry of this Final  
23 Order and Judgment, and without affecting the finality thereof, the Court will have continuing  
24 jurisdiction over the terms and conditions of the Settlement until all payments and obligations  
25 contemplated by the Settlement have been fully carried out.

26 23. The Settlement is finally approved but is not an admission by Defendant of the  
27 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of  
28 law. Neither the Settlement nor any related document shall be offered or received in evidence in

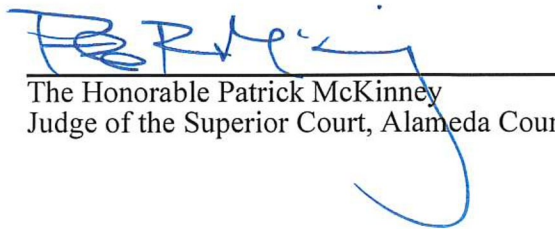
1 any civil, criminal, or administrative action or proceeding other than such proceedings as may be  
2 necessary to consummate or enforce the Settlement.

3 24. The Court sets a Compliance Hearing re: Distribution on February 3, 2027, at 1:30  
4 p.m. in Department 18. Class Counsel are ordered to file a final report and declaration regarding  
5 distribution at least 5 court days before the Compliance Hearing (with a courtesy copy delivered  
6 directly to the Department 18 clerk). Appearances may not be required if the report and declaration  
7 establish that the distributions are complete.

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9 **IT IS SO ORDERED AND ADJUDGED.**

10 DATE: June 3, 2026

  
The Honorable Patrick McKinney  
Judge of the Superior Court, Alameda County

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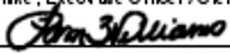
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<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 06/04/2026
PLAINTIFF/PETITIONER: Terrance Austin	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy P. Drummer-Williams
DEFENDANT/RESPONDENT: The Alliance For Community Wellness, a California corporation	
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>	CASE NUMBER: 23CV057867

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Granting Final Approval of Class Action and PAGA Settlement and Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Kane Moon  
MOON LAW GROUP, PC  
kmoon@moonlawgroup.com

Susan Elizabeth Bishop  
Berliner Cohen, LLP  
susan.bishop@berliner.com

Dated: 06/04/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



P. Drummer-Williams, Deputy Clerk