

FILED
San Francisco County Superior Court

SEP 03 2025

CLERK OF THE SUPERIOR COURT
By Stacia Green Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

CHRISTOPHER TORNIO BACLAY, on
behalf of himself and all others similarly
situated, and the general public,

Plaintiff,

v.

EMERALD FUND, INC., a California
corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CGC-23-609362

ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT

1 Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and
2 Expenses, and Enhancement Award came on regularly for hearing on August 29, 2025. Having
3 considered the Settlement Agreement¹ and all papers filed in this action, the Court orders as
4 follows:

5 1. This Order incorporates the Settlement Agreement by reference. Unless otherwise
6 provided, all capitalized terms used in this Order shall have the same meaning as defined in the
7 Settlement Agreement. For purposes of this Order and the accompanying Judgment, the term
8 "Defendant" means Emerald Fund, Inc.

9 2. This Court has jurisdiction over all members of the Settlement Class and to
10 approve the Settlement Agreement.

11 3. Distribution of the Class Notice directed to the Class Members, as set forth in the
12 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order,
13 including individual notice to all Class Members who could be identified through reasonable effort,
14 and constitutes the best notice practicable under the circumstances. The Class Notice provided due
15 and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval
16 Order, including the Settlement as set forth in the Settlement Agreement and fully satisfied the
17 requirements of California law, the California and United States Constitutions (including the Due
18 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court,
19 rule 3.766, and any other applicable law. The Class Notice also provided due and adequate notice
20 to Class Members of their right to exclude themselves from the Settlement, as well as their right to
21 object to any aspect of the proposed Settlement.

22 4. In response to the Class Notice, no Class Members opted out of or objected to the
23 Settlement.

24 5. The Court finds the Settlement was entered into in good faith following arms-length
25 negotiations and further finds that the Settlement is fair, reasonable, and adequate, and in the best
26

27 ¹ "Settlement" or "Settlement Agreement" refers to the Amended Joint Stipulation of Class
28 Action and PAGA Settlement attached as Exhibit B to the Supplemental Declaration of David
Keledjian filed on March 21, 2025.

1 interests of each of the parties and the Participating Class Members. Accordingly, the Court
2 approves the Settlement as set forth in the Settlement Agreement. The Court directs the Parties to
3 effectuate the Settlement according to the terms outlined in the Settlement Agreement. In granting
4 final approval of the Settlement Agreement, the Court considered the nature of the claims, the
5 amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds among the
6 Participating Class Members, and the fact that a settlement represents a compromise of the parties'
7 respective positions rather than the result of a finding of liability at trial. Additionally, the Court
8 finds that the terms of the Settlement Agreement have no obvious deficiencies and do not
9 improperly grant preferential treatment to any individual Class Member.

10 6. The Court finally certifies the following Class for settlement purposes only: all
11 persons employed by Defendant in an hourly or non-exempt position in California during the Class
12 Period, from September 27, 2019 through April 13, 2024, who did not execute any agreement to
13 arbitrate the claims of the Action.

14 7. Plaintiff Christopher Torno Baclay is finally appointed as the Class Representative.

15 8. The Court confirms D.Law, Inc. as Class Counsel.

16 9. As of the date of this Order, the Named Plaintiff and all Participating Class
17 Members shall be bound by the releases set forth in the Settlement Agreement. Except as to such
18 rights or claims that may be created by the Settlement, all Participating Class Members are forever
19 barred and enjoined from prosecuting or seeking to reopen the Settled Claims, and any other claims
20 released by the Settlement Agreement, against the Released Parties. All Aggrieved Employees
21 and the State of California are enjoined from prosecuting or seeking to reopen the settled PAGA
22 Claim against the Released Parties.

23 10. The Court finds the \$125,000.00 Gross Settlement Amount (and the \$577.46 added
24 to it due to the Escalator, totaling \$125,577.46) provided for under the Settlement to be fair and
25 reasonable. Defendant is required to make all payments necessary to fund the Settlement in
26 accordance with the terms of the Settlement Agreement.

27 11. The Court approves the following deductions from the Gross Settlement Amount
28 (inclusive of the Escalator): (1) \$41,859.16 for attorneys' fees to Class Counsel, D.Law, Inc.; (2)

1 \$9,658.68 for litigation costs to Class Counsel; (3) an enhancement payment of \$2,500 to Class
2 Representative Christopher Torno Baclay; and (4) \$5,000 for settlement administration costs to
3 Phoenix Settlement Administrators.

4 12. The Court also approves a payment of \$10,000.00 for claims asserted under the
5 California Private Attorneys General Act ("PAGA Payment"), with 75% of the PAGA Payment
6 (\$7,500.00) paid to the California Labor and Workforce Development Agency ("LWDA") and the
7 other 25% (\$2,500.00) added to the Net Settlement Amount to be paid to the Aggrieved Employees
8 (as defined in the Settlement Agreement). The PAGA Payment is included in, and shall come
9 from, the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

10 13. The Court finds the settlement payments from the Net Settlement Amount provided
11 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves
12 and orders the calculations and payments to be made and administered to the Participating Class
13 Members in accordance with the terms of the Settlement Agreement. After 180 days from the date
14 of distribution of settlement funds to the Class, the funds from any uncashed and voided checks
15 shall be tendered to the Interdisciplinary Center for Healthy Workplaces at U.C. Berkeley, the
16 approved *cy pres* beneficiary pursuant to Code of Civil Procedure section 384(b).

17 14. Defendant shall not be required to pay any additional amounts in connection with
18 the Settlement other than those amounts specifically set forth in this Order and the Settlement
19 Agreement.

20 15. If the Settlement does not become final and effective in accordance with the terms
21 of the Settlement Agreement, then this Order and all orders entered in connection with this Order,
22 including the accompanying Judgment, shall be rendered null and void and shall be vacated.

23 16. Without affecting the finality of the Settlement, this Order, or accompanying
24 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and
25 continuing jurisdiction over the above-captioned action and the Parties, including all Participating
26 Class Members, relating to the Action and the administration, consummation, enforcement and
27 interpretation of the Settlement Agreement, this Order, and for any other necessary purpose.

28 17. The terms of the Settlement Agreement and this Order are binding on the Named

1 Plaintiff and all other Participating Class Members and Aggrieved Employees, as well as their
2 heirs, executors and administrators, successors and assigns, and those terms shall have res judicata
3 and other preclusive effect in all pending and future claims, lawsuits, or other proceedings
4 maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other
5 proceedings assert Settled Claims as set forth in the Settlement Agreement.

6 18. Neither this Order nor the Settlement Agreement (nor any other document referred
7 to in this Order, nor any action taken to carry out this Order) is, may be construed as, or may be
8 used as, an admission or concession by or against the Defendant or the Released Parties of the
9 validity of any claim or any actual or potential fault, wrongdoing, or liability. Entering into or
10 carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not
11 be construed as, or deemed evidence of, an admission or concession as to the Defendant's denials
12 or defenses and shall not be offered or received in evidence in any action or proceeding against
13 any party in any court, administrative agency or other tribunal for any purpose whatsoever, except
14 as evidence of the settlement or to enforce the provisions of this Order and the Settlement
15 Agreement; provided, however, that this Order and the Settlement Agreement may be filed in any
16 action against or by the Defendant or the Released Parties to support a defense of res judicata,
17 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
18 credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

19 19. A status conference regarding settlement distribution is set for April 30, 2026 at
20 11:00 a.m. A status report, accompanied by an admissible evidentiary declaration, shall be filed
21 no later than five court days prior to the status conference. The status report must state: (1) the
22 number of checks issued; (2) the date of issuance; (3) the check cashing deadline; (4) the number
23 of uncashed checks; and (5) the total amount of residual funds available for distribution to the *cy*
24 *pres* beneficiary, Interdisciplinary Center for Healthy Workplaces at U.C. Berkeley.

25 20. Class Counsel shall submit a copy of this Order to the LWDA within 10 days of
26 entry pursuant to Labor Code § 2699(s)(3).

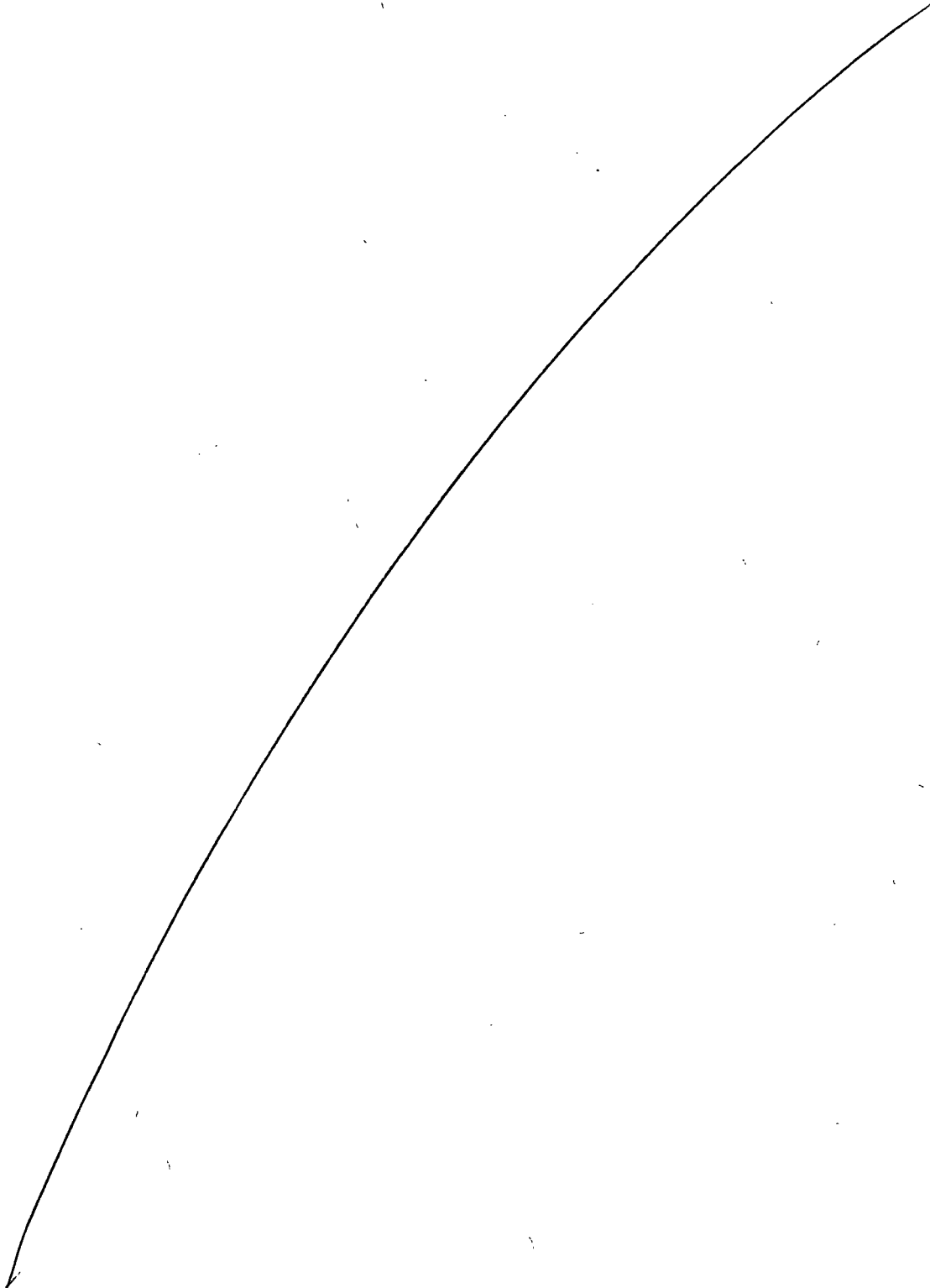
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IT IS SO ORDERED.

Dated: September 2, 2025



Ethan P. Schulman
Judge of the Superior Court



CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Felicia Green, 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 September 3, 2025, I electronically served ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **SEP 03 2025**

Brandon E. Riley, Court Executive Officer

By:



Felicia Green, Deputy Clerk