

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Ross H. Hyslop, SBN 149358</b> <b>Pestotnik LLP</b> <b>501 West Broadway, Suite 1025</b> <b>San Diego, CA 92101</b> TELEPHONE NO.: (619) 365-9065      FAX NO. (Optional): (619) 342-8020 E-MAIL ADDRESS (Optional): hyslop@pestotnik.com ATTORNEY FOR (Name): <b>Plaintiff Vanessa Bulcao</b>	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice	
PLAINTIFF/PETITIONER: Vanessa Bulcao DEFENDANT/RESPONDENT: Taylor Made Golf Company, Inc.	
<p style="text-align: center;"><b>NOTICE OF ENTRY OF JUDGMENT OR ORDER</b></p> <p>(Check one):    <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b>          (Amount demanded exceeded \$25,000)      <input type="checkbox"/> <b>LIMITED CASE</b>          (Amount demanded was \$25,000 or less)</p>	CASE NUMBER: <b>37-2015-00028124-CU-OE-CTL</b>

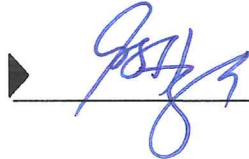
**TO ALL PARTIES :**

1. A judgment, decree, or order was entered in this action on (date): **December 16, 2017**
2. A copy of the judgment, decree, or order is attached to this notice.

Date: December 16, 2016

Ross H. Hyslop

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)



(SIGNATURE)

COPY

FILED  
Clerk of the Superior Court  
DEC 16 2016  
K. BRECKENRIDGE

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CENTRAL DIVISION

VANESSA BULCAO, an individual, on behalf of herself, the proposed class(es), all others similarly situated, and on behalf of the general public,

Plaintiff,

v.

TAYLOR MADE GOLF COMPANY, INC. (d/b/a TaylorMade-adidas Golf Company), a Delaware corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO. 37-2015-00028124-CU-OE-CTL

CLASS ACTION

~~[PROPOSED]~~ PRELIMINARY APPROVAL ORDER

[IMAGED FILE]

Complaint Filed: August 19, 2015

Honorable Timothy B. Taylor  
Dept: C-72

This consolidated action is pending before this Court as a class action (the "Action"); and Class Counsel have applied to this Court for an order preliminarily approving the settlement of the Action in accordance with a Stipulation and Settlement of Class Action Claims (the "Stipulation" or "Settlement"), which, together with its exhibits, sets forth the terms and conditions for a proposed settlement and final judgment upon the Settlement terms and conditions; and the Court having read and considered the Stipulation and the exhibits;

1 NOW, THEREFORE, IT IS HEREBY ORDERED:

2 1. This Order incorporates by reference the definitions in the Stipulation, and all  
3 defined terms shall have the same meaning in this Order as set forth in the Stipulation.

4 2. The Court hereby conditionally certifies the Class for settlement purposes only.  
5 Should for whatever reason the Settlement not become final, the fact that the Parties were willing  
6 to stipulate to class certification as part of the Settlement shall have no bearing on, nor be  
7 admissible in connection with, the issue of whether a class should be certified in a non-settlement  
8 context.

9 3. Class Representative Vanessa Bulcao ("Class Representative") is hereby appointed  
10 and designated, for all purposes, as the representative of the Class, and the following attorneys are  
11 hereby appointed and designated as counsel for the Class Representative and the Class ("Class  
12 Counsel"):

13 Ross H. Hyslop, Esq.  
14 Pestotnik LLP  
15 501 W. Broadway, Suite 1025  
San Diego, CA 92101

16 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or  
17 consents required by, or which may be given pursuant to, the Settlement, and such other acts  
18 reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance  
19 through counsel of such Class Member's own choosing and at such Class Member's own expense.  
20 Any Class Member who does not enter an appearance or appear on his or her own will be  
21 represented by Class Counsel.

22 4. The Court hereby approves the definition and disposition of the Settlement Fund  
23 and related matters provided for in the Stipulation.

24 5. The Court hereby preliminarily approves the Settlement, including the guaranteed  
25 payment of Five Hundred Seventy-Seven Thousand Five Hundred Dollars (\$577,500) to those  
26 members of the Settlement Class who submit valid and timely claim forms, the Fees Award of up  
27 to Two Hundred Sixty-Two Thousand Five Hundred Dollars (\$262,500), Litigation Costs of up to  
28 Fifteen Thousand Dollars (\$15,000), the Class Representative's Incentive Award of up to Five

1 Thousand Dollars (\$5,000), payment to the Labor and Workforce Development Agency  
2 ("LWDA") for Plaintiffs' Private Attorney General Act ("PAGA") claims under California Labor  
3 Code section 2699 *et seq.* in an amount not to exceed Five Thousand Dollars (\$5,000), and Claims  
4 Administration expenses of up to Ten Thousand Dollars (\$10,000). The Court finds on a  
5 preliminary basis that the Settlement appears to be within the range of reasonableness of a  
6 settlement that could ultimately be given final approval by this Court. The Court has reviewed the  
7 monetary recovery that is being granted as part of the Settlement and recognizes the significant  
8 value to the Class of that monetary recovery. The Court has reviewed the relevant facts and law,  
9 including, but not limited to, all previous pleadings filed in this Action and the Declarations and  
10 Points and Authorities submitted by the Parties. Without expressly asserting any opinion as to the  
11 legality of TMaG's previous practices, it appears to the Court on a preliminary basis that the  
12 settlement amount is fair, adequate and reasonable as to all potential Class Members when  
13 balanced against the probable outcome of further litigation relating to liability and damages issues.  
14 It further appears that extensive and costly investigation and research have been conducted such  
15 that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It  
16 further appears to the Court that settlement at this time will avoid substantial additional costs by  
17 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution  
18 of the Action. It further appears that the Settlement has been reached as the result of intensive,  
19 serious and non-collusive, arms-length negotiations.

20 6. A hearing (the "Settlement Hearing") shall be held before this Court on  
21 March 24, 2017, at 1:30 p.m. at the Superior Court of California, County of San Diego,  
22 Dept. C-72, 330 West Broadway, San Diego, CA 92101, to determine all necessary matters  
23 concerning the Settlement, including: whether the proposed settlement of the Action on the terms  
24 and conditions provided for in the Stipulation is fair, adequate and reasonable and should be  
25 finally approved by the Court; whether a Judgment, as provided in the Stipulation, should be  
26 entered; whether the plan of allocation contained in the Stipulation should be approved as fair,  
27 adequate and reasonable to the Class Members; and to finally approve Class Counsels' Fees  
28 Award and Litigation Costs, the Class Representative's Incentive Awards, and the claims

1 administration expenses.

2 7. The Court hereby approves, as to form and content, the Notice and Claim Form  
3 attached as Exhibits 3 and 4 to the Stipulation. The Court finds that the distribution of the Notice  
4 and Claim Form substantially in the manner and form set forth in the Stipulation and this Order  
5 meets the requirements of due process, is the best notice practicable under the circumstances, and  
6 shall constitute due and sufficient notice to all persons entitled thereto.

7 8. The Court hereby appoints Phoenix Settlement Administrators, P.O. Box 7208,  
8 Orange, California, 92863, Telephone (800) 784-2174, as Claims Administrator and hereby  
9 directs the Claims Administrator to mail or cause to be mailed to Class Members the Notice and  
10 Claim Form by first class mail at the last known address for each Class Member within thirty  
11 (30) days after the entry of this Preliminary Order (the "Notice Date") using the procedures set  
12 forth in the Stipulation. Class Members who wish to participate in the settlement provided for by  
13 the Stipulation ("Participating Class Members") must complete and return the Claim Form  
14 pursuant to the instructions contained therein by first class mail or equivalent, postage paid, within  
15 forty-five (45) days of the Notice Date.

16 9. Any Class Member may choose to opt out of and be excluded from the Class as  
17 provided in the Notice by following the instructions for requesting exclusion from the Class that  
18 are set forth in the Notice. All requests for exclusion must be submitted as provided in the Notice.  
19 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to  
20 any recovery under the Settlement and will not be bound by the Settlement or have any right to  
21 object, appeal or comment on the Settlement. Any written request to opt out must be signed by  
22 each such person opting out. Class Members who have not requested exclusion shall be bound by  
23 all determinations of the Court, the Stipulation and Judgment, with the exception as to the federal  
24 claims that only those filing the Claim Form will be bound.

25 10. Any Class Member may appear at the Settlement Hearing and may object or  
26 express the Member's views regarding the Settlement, and may present evidence and file briefs or  
27 other papers, that may be proper and relevant to the issues to be heard and determined by the  
28 Court as provided in the Notice. However, any Class Member that wishes to submit a written

1 objection and have it considered by the Court must do so on or before 45 days after the Notice  
2 Date, and that person must serve by hand or by first class mail written objections and copies of  
3 any papers and briefs in support of their position and verification of their membership in the Class  
4 upon: (1) Ross H. Hyslop, Esq., Pestotnik LLP, 501 W. Broadway, Suite 1025, San Diego, CA  
5 92101; and (2) William V. Whelan, Esq. Solomon Ward Seidenwurm & Smith, LLP, 401 B Street,  
6 Suite 1200, San Diego, CA 92101, and must file the objections, papers and briefs with the Clerk of  
7 this Court. In order to be valid, the papers must be filed with the Clerk of this Court and received  
8 by all of the above counsel on or before 45 days after the Notice Date. Any class member may  
9 make oral objections at the Settlement Hearing.

10 11. All papers in support of the Settlement shall be filed with the Court and served on  
11 the Parties' Counsel no later than <sup>March 17, 2017</sup> ~~five (5) court days~~ before the Settlement Hearing.

12 12. All claims administration expenses shall be paid from the Settlement Fund.

13 13. The Fees Award and Litigation Costs shall be paid to Pestotnik LLP ("Class  
14 Counsel"). Upon payment to Class Counsel, TMaG, the Released Parties, TMaG's Counsel, and  
15 the Claims Administrator shall have no further liability or responsibility to Class Counsel, or any  
16 vendors or third parties employed by Class Members or the Class Counsel, for attorneys' fees,  
17 expenses and/or costs incurred by the Class Counsel on behalf of Class Representatives and/or  
18 Class Members in the Action.

19 14. To the extent permitted by law, pending final determination as to whether the  
20 settlement contained in the Stipulation should be approved, the Class Members, whether directly,  
21 representatively, or in any other capacity, whether or not such persons have appeared in the  
22 Action, shall not institute or prosecute any Released Claims against the Released Parties.

23 15. The Settlement is not a concession or admission, and shall not be used against  
24 TMaG or any of the Released Parties as an admission or indication with respect to any claim of  
25 any fault or omission by TMaG or any of the Released Parties. Whether or not the Settlement is  
26 finally approved, neither the Settlement, nor any document, statement, proceeding or conduct  
27 related to the Settlement, nor any reports or accounts thereof, shall in any event be:  
28

1 (a) Construed as, offered or admitted in evidence as, received as or deemed to  
2 be evidence for any purpose adverse to the Released Parties, including, but not limited to,  
3 evidence of a presumption, concession, indication or admission by TMaG or any of the Released  
4 Parties of any liability, fault, wrongdoing, omission, concession or damage; or

5 (b) Disclosed, referred to, or offered or received in evidence against any of the  
6 Released Parties in any further proceeding in the Action, or in any other civil, criminal or  
7 administrative action or proceeding, except for purposes of settling the Action pursuant to the  
8 Stipulation or enforcing the terms of the Stipulation.

9 16. As of the date this Order is signed, all dates and deadlines associated with the  
10 Action shall be stayed, other than those related to the administration of the Settlement of the  
11 Action.

12 17. In the event the Settlement does not become effective in accordance with the terms  
13 of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to  
14 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
15 and the Parties shall revert to their respective positions as of before entering into the Stipulation.

16 18. The Court reserves the right to adjourn or continue the date of the Settlement  
17 Hearing and all dates provided for in the Stipulation without further notice to Class Members, and  
18 retains jurisdiction to consider all further applications arising out of or connected with the  
19 proposed Settlement.

20  
21 Dated: DEC 16 2016

*Timothy B. Taylor*

22 HONORABLE TIMOTHY B. TAYLOR  
23 JUDGE OF THE SUPERIOR COURT OF  
24 CALIFORNIA, COUNTY OF SAN DIEGO

1 **PESTOTNIK LLP**  
Ross H. Hyslop (149358)  
2 501 W. Broadway, Suite 1025  
San Diego, California 92101  
3 Tel: 619.237.3000  
Fax: 619.342.8020

4 Attorneys for Plaintiff Vanessa Bulcao,  
5 on behalf of herself, the proposed class(es),  
all others similarly situated, and on behalf  
6 of the general public

7  
8 THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO  
9

10 VANESSA BULCAO, an individual, on behalf of  
herself, the proposed class(es), all others similarly  
11 situated, and on behalf of the general public

12 Plaintiff,

13 v.

14 TAYLOR MADE GOLF COMPANY, INC.  
(d/b/a TaylorMade-adidas Golf Company), a  
15 Delaware corporation; and DOES 1 through 10,  
inclusive,

16 Defendants.  
17

Case No. 37-2015-00028124-CU-OE-CTL

**PROOF OF SERVICE**

*Assigned to the Hon. Timothy Taylor  
Department 72*

18 I, Dominique C. Houston, the undersigned, declare as follows:  
19

20 I am an employee at the law firm of Pestotnik LLP, whose address is 501 West Broadway,  
Suite 1025, San Diego, California 92101. I am over the age of 18 years, and am not a party to this  
21 action.  
22

23 On December 16, 2016 , I served the **Notice of Entry of Preliminary Approval Order** on  
24 counsel for the following party in this action

25 William V. Whelan, Esq.  
Leah S. Strickland, Esq.  
Solomon Ward Seidenwurm & Smith LLP  
26 401 B Street, Ste. 1200  
San Diego, CA 92101  
27 Tel: 619.231.0303  
Em: *wwhelan@swsslaw.com*  
28 *lstrickland@swsslaw.com*

*Counsel for Defendant Taylor Made Golf  
Company, Inc.*



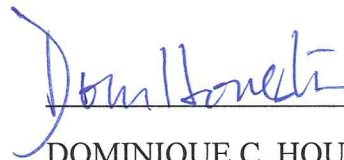
1 The following is the procedure in which service was affected:

2  **VIA E-MAIL DELIVERY:** Per agreement, I sent an electronic copy of the documents  
3 described herein to the persons at the e-mail addresses listed above. I did not receive,  
4 within a reasonable time after the transmission, any electronic message or other indication  
5 that the transmission was unsuccessful.

6  **BY MAIL:** I am readily familiar with the firm's practice of collection and processing  
7 correspondence for mailing with the United States Postal Service. Under that practice, it  
8 would be deposited with the United States Postal Service that same day in the ordinary  
9 course of business. Such envelope(s) were placed for collection and mailing with postage  
10 thereon fully prepaid at San Diego, California, on that same day.

11  **BY PERSONAL SERVICE:** I personally delivered such envelope(s) to the addressee(s)  
12 listed above.

13 I declare under penalty of perjury under the laws of the State of California that the  
14 foregoing is true and correct. Executed at San Diego, California on December 16, 2016.

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DOMINIQUE C. HOUSTON