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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
9 FOR THE COUNTY OF SAN DIEGO
10

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

13 Plaintiff,

14 v.

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

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

**DECLARATION OF PLAINTIFF
VANESSA BULCAO IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

[IMAGED FILE]

[CCP § 382 & CRC Rule 3.769]

Date: March 24, 2017
Time: 1:30 p.m.
Judge: Hon. Timothy Taylor
Dept: 72

Unlimited Civil Case

Complaint Filed: August 19, 2015
Amended Complaint Filed: March 7, 2016

23 I, Vanessa Bulcao, declare:

24 1. I am the plaintiff and class representative in this action. I know the matters stated
25 herein of my own personal knowledge and, if called upon to testify, would competently testify as
26 set forth herein.

27 2. On behalf of myself, the proposed class and all others similarly situated, I submit
28 this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement.

1 3. I am a resident of California, and was employed in California by Defendant Taylor
2 Made Golf Company, Inc. d/b/a TaylorMade-adidas Golf Company (“TMaG”) as a non-exempt
3 executive/administrative assistant. I was hired by TMaG on or about February 11, 2015, and
4 involuntarily terminated on or about May 19, 2015.

5 4. I have agreed to a proposed settlement of my lawsuit on a class basis, the terms of
6 which are described further below. I understand that, as the class representative in this action, I
7 have a fiduciary duty to the proposed class of TMaG employees in this action and must place the
8 interests of the proposed class ahead of my own personal interests. Bearing that in mind, as class
9 representative, I agree on behalf of the proposed class to settlement of this action against TMaG
10 on the following terms, all of which I understand are subject to final approval by the Court:

- 11 a. TMaG will stipulate to certification of the following Class: All persons
12 who are or have been employed by TMaG as non-exempt employees (i.e.,
13 salaried non-exempt and/or hourly) in the State of California at any time
14 from August 11, 2011 through December 16, 2016 (the “Class Period”).
- 15 b. TMaG will create a “Settlement Fund” with a maximum possible value of
16 \$875,000, plus its portion of any payroll taxes in connection with the wage
17 payments to participating class members.
- 18 c. Excluding its portion of payroll taxes, the Settlement Fund is the maximum
19 payment that TMaG will be obligated to make under the proposed
20 settlement, which also includes, without limitation, all attorneys’ fees and
21 costs, any incentive payment to me, the costs of settlement and claim
22 administration, any post-settlement costs, and pre and post-judgment
23 interest.
- 24 d. If fewer than all eligible Settlement Class Members submit claims, any
25 monies unclaimed will be distributed to those eligible Class Members who
26 submit valid and timely claims based on the same formula as the initial
27 payments were determined on a pro rata basis.

1 5. I understand and agree to the following proposed breakdown of the \$875,000
2 Settlement Fund, subject to Court approval:
3 a. a guaranteed payment of \$577,500 to those members of the Settlement
4 Class who submit valid and timely claim forms;
5 b. an attorneys' fees award to Class Counsel of up to \$262,500 (*i.e.*, 30% of
6 the settlement fund);
7 c. litigation costs payable to Class Counsel of up to \$15,000;
8 d. an incentive award payable to me of up to \$5,000;
9 e. a payment to the Labor and Workforce Development Agency under
10 California Labor Code §§ 2699 *et seq.* in an amount not to exceed \$5,000;
11 and
12 f. claims administration expenses of up to \$10,000.

13 6. I also understand that, according to TMaG, the proposed Class contains
14 approximately 693 current and former TMaG employees. It is my understanding that no
15 Settlement Class member has objected to the proposed settlement, which indicates to me that the
16 proposed Settlement enjoys class-wide support and approval.

17 7. As a former employee of TMaG during the Class Period, I am a member of the
18 Settlement Class as described herein and was subject to and governed by TMaG's uniform
19 policies and procedures, as alleged in my first amended complaint, including those relating to meal
20 periods, rest breaks, hours of work, pay, and termination, among others.

21 8. I am aware through numerous sources that Class Counsel has conducted a diligent
22 and thorough investigation of the facts relating to this case. Among other sources, I have obtained
23 such knowledge through: (a) countless written and verbal communications with Ross Hyslop as
24 Class Counsel; (b) depositions I attended and/or numerous deposition transcripts I read; (c)
25 documents I reviewed that were produced by TMaG and/or me; (d) discovery responses provided
26 by TMaG and/or prepared by Class Counsel and verified by me; (e) correspondence I read that
27 was exchanged with TMaG's counsel, and provided to me; and (f) detailed mediation briefs
28 submitted to the mediator, which were provided to me.

1 9. I have also had confidential attorney-client discussions with Mr. Hyslop concerning
2 the proposed settlement, including why a proposed settlement on the terms outlined above is
3 prudent, fair, adequate, and reasonable.

4 10. With the knowledge I have gained from this litigation, including as referenced
5 above, I believe that the proposed settlement on the terms outlined above is fair, adequate, and
6 reasonable and in the best interests of the Class. If approved by the Court, the proposed settlement
7 will, in my opinion, provide the Class with significant monetary benefits that they would not have
8 otherwise received. In addition, as evidenced by TMaG's production of documents in this case,
9 TMaG has apparently issued new policies and procedures that appear to resolve and/or address
10 many of the issues raised in this litigation. Since it seems quite obvious to me that these new
11 policies and procedures were revised in direct response to this lawsuit, I also believe that TMaG
12 employees will significantly benefit from the new policies and procedures.

13 11. I have reviewed and signed the Stipulation and Settlement of Class Action Claims
14 ("Stipulation"), which describes the terms of the proposed settlement in much greater detail than
15 the summary above. I agree with and consent to the terms as stated in the Stipulation.

16 12. Therefore, I propose that the Court: (a) certify the Class referenced above for
17 settlement purposes; and (b) enter an order granting final approval to the class settlement on the
18 terms and conditions outlined above.

19 13. I learned from reading the tentative ruling on the preliminary approval motion that
20 the Court was concerned about the amount of the proposed incentive/enhancement payment
21 sought, which I agreed would be no more than \$5,000. I made it a practice to maintain intimate
22 familiarity with all aspects of the case, which required me to spend a significant amount of time
23 reading the materials that were provided to me by Mr. Hyslop. The volume of material he
24 provided to me (primarily by email) was very significant, and consisted of thousands and
25 thousands of pages. In light of the amount of time I have devoted to this case for the benefit of the
26 Class, I believe \$5,000 is fair and reasonable to compensate me for my efforts and the risks I
27 undertook by stepping forward, as explained below.

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1 14. Although I did not keep any detailed records of the amount of time I devoted to this
2 case, I estimate that I have spent in the range of 85 to 110 hours (perhaps more) on the following
3 activities (among others) for the benefit of the Class:

- 4 a. pre-litigation meetings, telephone calls, and emails with Mr. Hyslop as
5 Class Counsel;
- 6 b. pre-litigation review and analysis of TMaG policies, procedures, and
7 practices, including its employee handbook, numerous policies and
8 procedures, my own personnel file, and my termination-related records;
- 9 c. consultations with Class Counsel about the legal theories for the proposed
10 complaint, and the manner in which the factual issues correspondence with
11 them;
- 12 d. reviewing, analyzing and commenting on draft versions of the complaint
13 and first amended complaint;
- 14 e. reviewing and responding to regular emails, and conducting many phone
15 calls, with Mr. Hyslop about our litigation strategy, TMaG's litigation
16 strategy, case status matters, developments, and potential settlement-related
17 issues;
- 18 f. reading, analyzing and providing insight to Mr. Hyslop on TMaG's
19 voluminous document productions and written discovery responses,
20 consisting of thousands and thousands of pages;
- 21 g. attending depositions of TMaG personnel, taken by Class Counsel,
22 including the first day each of the two day depositions of Ms. Jennie Jagoda
23 and Ms. Marcie Faraimo;
- 24 h. reading all or significant portions of five or more deposition transcripts
25 taken of TMaG personnel;
- 26 i. producing, reviewing, and analyzing my own documents as part of the
27 discovery process, and providing commentary to Mr. Hyslop;

- 1 j. reading, analyzing, and revising draft discovery responses, and suggesting
2 revisions to Mr. Hyslop, followed by reviewing, analyzing, and verifying
3 final versions of my written discovery responses;
- 4 k. preparing and sitting for my deposition, which was taken by TMaG's
5 counsel;
- 6 l. reading, analyzing, and revising my deposition transcript, and consulting
7 with Mr. Hyslop about potential revisions;
- 8 m. reading and analyzing numerous (and often very lengthy and dense) letters
9 and emails that Mr. Hyslop exchanged with TMaG's counsel, and provided
10 to me;
- 11 n. reading detailed (and lengthy/dense) mediation briefs submitted to the
12 mediator by Class Counsel and TMaG, which were provided to me;
- 13 o. reviewing, analyzing, and considering the terms of the proposed settlement,
14 including the mediator's proposal, and consulting with Mr. Hyslop about
15 such terms;
- 16 p. reviewing, analyzing and revising my declaration, submitted in support of
17 preliminary approval, and consulting with Mr. Hyslop about it;
- 18 q. reading all of the preliminary approval motion papers, which had been
19 provided to me by Class Counsel;
- 20 r. reading the tentative ruling on preliminary approval, as well as the
21 preliminary approval order ultimately entered by the Court on December
22 16, 2016; and
- 23 s. reviewing, analyzing and revising this declaration, submitted in support of
24 final approval, and consulting with Mr. Hyslop about it.

25 15. Before I authorized the filing of this lawsuit, I knew and understood that it could
26 have an adverse impact on my employability if a prospective employer somehow learned that I
27 had filed a class lawsuit against my former employer. Unfortunately for me, my concerns about
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1 the potential impact of filing a lawsuit against TMaG were – in my opinion – well-founded.

2 Here’s what happened:

- 3 a. In January/February 2016, I applied and interviewed for an executive
4 assistant position with North County Health Services (“NCHS”), which has
5 12 health centers in Southern California, including Vista, San Marcos,
6 Oceanside, Encinitas, Ramona, and Perris. *See, e.g.*, [http://www.nchs-](http://www.nchs-health.org/)
7 [health.org/](http://www.nchs-health.org/). The interview process itself was quite rigorous, and required
8 me to participate in several interviews with high level executives at NCHS,
9 one or more of whom I would be supporting if I were offered the executive
10 assistant job. Fortunately, the process was smooth and all of the interviews
11 went well.
- 12 b. On February 9, 2016, I was offered and accepted the executive assistant
13 position from NCHS (on favorable terms) that was contingent only on
14 NCHS contacting previous employers, including TMaG, to verify past
15 employment and/or compensation. NCHS asked me for the name of a
16 person at TMaG to contact for that purpose. My previous boss at TMaG,
17 Mr. Pete Leddy, who was also the Chief Human Resources Officer when he
18 and I were there, was no longer employed by TMaG, so I didn’t have the
19 option of providing his name. Consequently, the only name I could provide
20 to NCHS was Ms. Jennie Jogoda, who was then the most senior HR person
21 at TMaG.
- 22 c. I was quite reluctant to provide NCHS with Ms. Jagoda’s name because:
23 (1) she was the person that fired me, as well as the person that prepared
24 and/or signed the termination-related documentation upon which part of the
25 case focused; (2) I attended Ms. Jagoda’s deposition on December 11, 2015,
26 less than two months earlier, and learned during the course of that
27 deposition that she was principally responsible for designing and/or
28 overseeing the termination-related issues that were challenged in my case;

1 and (3) I was concerned that she harbored animosity towards me for suing
2 TMaG, and might try to sabotage my job opportunities, whether it was done
3 directly or indirectly/subtlety.

4 d. Nevertheless, providing Ms. Jagoda's name for the employment verification
5 was my only option, so I gave her name and contact information to NCHS
6 and hoped for the best.

7 e. On February 19, 2016, the day after NCHS began calling previous
8 employers, NCHS rescinded its job offer to me. They told me that they had
9 restructured the organization and eliminated the position I was meant to fill.
10 Naturally, I was suspicious that Ms. Jagoda had somehow conveyed adverse
11 information about me, or told NCHS that I had filed a class action lawsuit
12 against TMaG, rather than simply confirming my salary and work history as
13 an executive assistant at TMaG. Unfortunately, there was really nothing I
14 could do, as I had no viable options.

15 f. In May 2016, NCHS again posted the same executive assistant job – the
16 same one I was told had been eliminated due to a restructuring of the
17 organization. Once again, I applied for the position, but I heard nothing
18 from NCHS even though they had previously offered me an executive
19 assistant position.

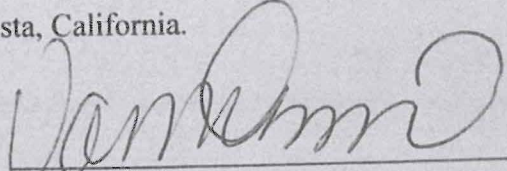
20 g. While I have since found work, I was unemployed for many, many months.
21 I certainly can't prove any information was improperly conveyed to NCHS
22 by TMaG or Ms. Jagoda during the employment verification process, but
23 based on my own personal experience I have suspicions. Consequently, I
24 feel I have made financial sacrifices for the Class to pursue this case.

25 16. In light of the above – including the time I've devoted to this case, the risks I took
26 by stepping forward, and the sacrifices I've made, I believe \$5,000 as an incentive/enhancement
27 payment is fair and reasonable.
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 16 day of March, 2017, at Vista, California.



Vanessa Bulcao