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Clerk of the Superior Court

MAR 24 2017

By: 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~~ FINAL JUDGMENT AND ORDER:

1. CERTIFYING CLASS FOR PURPOSES OF CLASS ACTION SETTLEMENT;
2. GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT;
3. AWARDING ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL;
4. APPROVING CLASS REPRESENTATIVE INCENTIVE AWARD;
5. AUTHORIZING PAYMENT TO CLAIMS ADMINISTRATOR; AND
6. DIRECTING CONSUMMATION OF SETTLEMENT AND DISTRIBUTION OF SETTLEMENT PROCEEDS

[IMAGED FILE]

Complaint Filed: August 19, 2015

Honorable Timothy B. Taylor  
Dept: C-72

1 This matter having come before the Court for hearing pursuant to the Order of this Court  
2 dated December 16, 2016, for approval of the settlement set forth in the Stipulation and Settlement  
3 of Class Action Claims (“Stipulation” or “Settlement”), and due and adequate notice having been  
4 given to the Class Members as required in that Order, and the Court having considered all papers  
5 filed and the proceedings held, and good cause appearing,

6 IT IS ORDERED, ADJUDGED AND DECREED THAT:

7 All terms used in this Order shall have the same meaning as defined in the Stipulation.

8 1. This Court has jurisdiction over the subject matter of this litigation and over all  
9 Parties to this litigation, including all Class Members.

10 2. Distribution of the Notice directed to the Class Members as set forth in the  
11 Stipulation and the other matters set forth in the Stipulation have been completed in conformity  
12 with the Preliminary Approval Order, including individual notice to all Class Members who could  
13 be identified through reasonable effort, and was the best notice practicable under the  
14 circumstances. This Notice provided due and adequate notice of the proceedings, including the  
15 proposed settlement set forth in the Stipulation, to all persons entitled to such Notice, and the  
16 Notice fully satisfied the requirements of California Code of Civil Procedure Section 382 and due  
17 process. Zero Class Members have objected to the Settlement. Zero Class Members have opted  
18 out of the Settlement.

19 3. This Court hereby approves the settlement set forth in the Stipulation and finds that  
20 the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate  
21 the Settlement according to its terms. The Court finds that the Settlement has been reached as a  
22 result of intensive, serious, and non-collusive arms' length negotiations. The Court further finds  
23 that the Parties have conducted extensive and costly investigation and research and counsel for the  
24 Parties are able to reasonably evaluate their respective positions. The Court also finds that  
25 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks  
26 that would be presented by the further prosecution of the Action. The Court has reviewed the  
27 monetary recovery that is being granted as part of the Settlement and recognizes the significant  
28 value to the Settlement Class of that monetary recovery. The Court hereby certifies the Class for

1 settlement purposes only.

2 4. For purposes of class certification and this Judgment, the term “Class” means all  
3 persons who are or have been employed by TMaG as non-exempt (i.e., hourly or salaried non-  
4 exempt) employees in the State of California at any time from August 11, 2011 through December  
5 16, 2016 and who did not elect to be excluded from the Class.

6 5. Consummation of the Settlement shall proceed as described in the Agreement,  
7 including without limitation payment of his/her proportional share of the Net Settlement Fund by  
8 the Claims Administrator to each Class Member who: (a) submitted a valid and timely claim; and  
9 (b) did not opt out or exclude himself/herself from the Settlement.

10 6. As of the Effective Date, each and every Released Claim (as defined in the  
11 Stipulation and Settlement of Class Claims) of each and every Settlement Class Member is and  
12 shall be deemed to be conclusively released as against the Released Parties. All Settlement Class  
13 Members as of the Effective Date are hereby forever barred and enjoined from prosecuting the  
14 Released Claims against the Released Parties. However, this Release is expressly limited and  
15 narrowly tailored to the factual and legal claims asserted in Plaintiff’s First Amended Complaint,  
16 filed on or about March 7, 2016.

17 7. The Action and all claims asserted in the Action are settled as to the Class  
18 Representative and all Class Members. Notwithstanding the foregoing, this Judgment does not  
19 settle or release any claims that have been or may be asserted in the future by any persons or  
20 entities who have validly and timely requested exclusion from the Class as provided for in the  
21 Agreement. As indicated, however, no valid and timely requests for exclusion were received.

22 8. The Stipulation and Settlement are not an admission by TMaG or any of the other  
23 Released Parties, nor is this Judgment a finding, of the validity of any claims in the Action or of  
24 any wrongdoing by TMaG or any of the other Released Parties. Neither this Judgment, the  
25 Stipulation, nor any document referred to in the Stipulation, nor any action taken to carry out the  
26 Stipulation is, may be construed as, or may be used as an admission by or against TMaG or any of  
27 the other Released Parties of any fault, wrongdoing, or liability whatsoever. The entering into or  
28 carrying out of the Stipulation, and any related negotiations or proceedings, shall not in any event

1 be construed as, or deemed to be evidence of, an admission or concession with regard to the  
2 denials or defenses by TMaG or any of the other Released Parties and shall not be offered in  
3 evidence in any action or proceeding against TMaG or any of the Released Parties in any court,  
4 administrative agency, or other tribunal for any purpose whatsoever other than to enforce the  
5 provisions of this Judgment, the Stipulation, or any related agreement or release. Notwithstanding  
6 these restrictions, any of the Released Parties may file in the Action or in any other proceeding the  
7 Judgment, Stipulation, or any other papers and records on file in the Action as evidence of the  
8 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim  
9 or issue preclusion or similar defense as to the Released Claims. Notwithstanding the foregoing,  
10 nothing in this Final Judgment shall be interpreted to prohibit the use of this Judgment in a  
11 proceeding to consummate or enforce the Agreement or Judgment, or to defend against the  
12 assertion of Released Claims in any other proceeding, or to defend against the assertion of  
13 Released Claims in any other proceeding, or as otherwise required by law.

14 9. Without affecting the finality of this Judgment in any way, the Court reserves  
15 exclusive and continuing jurisdiction over the Action, the Class Representative, the Class  
16 Members, and TMaG for the purposes of supervising the implementation, enforcement,  
17 construction, and interpretation of the Agreement, all orders and judgments entered in connection  
18 with the Settlement, and this Final Judgment and Order.

19 10. The Court awards Class Counsel attorneys' fees ("Fees Award") in the amount of  
20 \$262,500, costs ("Litigation Costs") in the amount of \$14,053.57, and approves Claims  
21 Administration costs to Phoenix Settlement Administrators of \$9,250. Class Counsel shall not be  
22 entitled to any other award of attorneys' fees or costs in any way connected with this Action. The  
23 Court also approves the Incentive Award to the Plaintiff/Class Representative Vanessa Bulcao in  
24 the amount of \$5,000, and payment to the Labor and Workforce Development Agency in the  
25 amount of \$5,000. Any separate appeal from the portion of this Judgment as to the Fees Award  
26 shall not operate to terminate or cancel the Stipulation. No later than seven (7) banking days  
27 following the Effective Date, the Claims Administrator, TMaG and/or its insurance carrier shall  
28 pay such amounts by wire transfer. Class Counsel shall provide TMaG all identification

1 information necessary to effectuate payment of such amounts, including but not limited to, tax  
2 payer identification number, completed internal revenue service form W-9, and wire transfer  
3 information.

4 11. TMaG shall bear its own costs, attorneys' fees, and expenses, and may not claim or  
5 be awarded any costs, attorneys' fees, or expenses in connection with this Settlement.

6 12. After administration of the Settlement has been completed in accordance with the  
7 Stipulation and all amounts calculated, and in no event later than 210 days after the Effective Date,  
8 TMaG shall file a report with this Court setting forth the total of the Gross Settlement Amounts for  
9 the Settlement Class Members and certifying compliance with the terms of the Settlement.

10 13. The Court finds that the Stipulation is in good faith and constitutes a fair,  
11 reasonable and adequate compromise of the Released Claims against TMaG.

12 14. If the Settlement does not become final and effective in accord with the terms of  
13 the Stipulation, resulting in the return and/or retention of the Settlement Fund to TMaG consistent  
14 with the terms of the Settlement, then this Judgment and all orders entered in connection herewith  
15 shall be rendered null and void and shall be vacated.

16  
17 Dated: 24 MAR 2017,

**Timothy B. Taylor**

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