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ACUSHNET COMPANY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO**

BLANCA GARCIA and MATILDE  
CABRERA, on behalf of themselves and  
other aggrieved employees,

Plaintiffs,

vs.

ACUSHNET COMPANY; and DOES 1 to  
100, inclusive,

Defendants.

Case No. 37-2021-00042030-CU-OE-CTL

**STIPULATION AND AGREEMENT TO  
SETTLE CLASS AND REPRESENTATIVE  
ACTION**

Case Filed: October 1, 2021  
Trial Date: Not Set

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11 Attorneys for Plaintiffs  
BLANCA GARCIA and MATILDE CABRERA  
12 on behalf of themselves and others similarly situated  
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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval  
2 of the Court pursuant to section 382 of the California Code of Civil Procedure, that the  
3 settlement of this Litigation shall be effectuated upon and subject to the following terms and  
4 conditions. Capitalized terms used herein shall have the meanings set forth in Article I or  
5 elsewhere in this Stipulation and Agreement to Settle Class and Representative Action.

6 The Parties agree that the Litigation shall be ended, settled, resolved, and concluded by  
7 agreement of Defendant to pay the maximum total sum of Two Million Dollars and Zero Cents  
8 (\$2,000,000.00), as provided in Section III(A) below, upon the terms and conditions of this  
9 Agreement and for the consideration set forth herein, including but not limited to a release of  
10 claims by: (1) the Participating Settlement Class Members, and (2) PAGA Members, and (3)  
11 the Class and Collective Action Representatives.

12 On July 7, 2021, Plaintiffs filed a Class Action Complaint alleging causes of action  
13 against Defendant for (1) failure to pay wages for all hours worked at minimum wage in  
14 violation of Labor Code §§1194 and 1197; (2) failure to pay overtime wages for daily overtime  
15 worked in violation of Labor Code §§ 510 and 1194; (3) failure to authorize or permit meal  
16 periods in violation of Labor Code §§ 512 and 226.7; (4) failure to authorize or permit rest  
17 periods in violation of Labor Code § 226.7; (5) failure to timely pay earned wages during  
18 employment in violation of Labor Code § 204; (6) failure to provide complete and accurate  
19 wage statements in violation of Labor Code § 226; (7) failure to timely pay all earned wages and  
20 final paychecks due at time of separation of employment in violation of Labor Code §§ 201,  
21 202, and 203; and (8) unfair business practices in violation of Business and Professions Code §§  
22 17200, *et seq.* Defendant denies the allegations in the Class Action Complaint, denies any  
23 failure to comply with the laws identified in the Class Action Complaint, and denies any and all  
24 liability for the causes of action alleged in the Class Action Complaint.

25 On October 1, 2021, Plaintiffs filed a PAGA Complaint alleging a cause of action  
26 against Defendant for civil penalties under the Private Attorneys General Act of 2004 for (1)  
27 failure to pay wages for all hours worked at minimum wage in violation of Labor Code §§1194  
28 and 1197; (2) failure to pay overtime wages for daily overtime worked in violation of Labor

Code §§ 510 and 1194; (3) failure to authorize or permit meal periods in violation of Labor Code §§ 512 and 226.7; (4) failure to authorize or permit rest periods in violation of Labor Code § 226.7; (5) failure to timely pay earned wages during employment in violation of Labor Code § 204; (6) failure to provide complete and accurate wage statements in violation of Labor Code § 226; (7) failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of Labor Code §§ 201, 202, and 203; and (8) failure to maintain temperatures providing reasonable comfort in violation of Labor Code § 1198. Defendant denies the allegations in the PAGA Complaint, denies any failure to comply with the laws identified in the PAGA Complaint, and denies any and all liability for the cause of action alleged in the PAGA Complaint.

Pursuant to Labor Code § 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

On June 14, 2022, the Parties participated in an all-day mediation presided over by the Honorable Carl J. West (Ret.) which led to this Agreement to settle the Litigation.

Prior to mediation, Plaintiff obtained, through informal discovery, documents and data. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

The Court has not granted certification in the Litigation.

The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

## **I. DEFINITIONS**

The terms set forth below shall have the meanings defined herein wherever used in this Agreement (including its exhibits):

1. "Agreement," "Settlement Agreement," "Settlement," or "Stipulation and Agreement" means this written Stipulation and Agreement to Settle Class and Representative Action, which sets forth the terms of the settlement and final amicable resolution of this

1 Litigation.

2 2. “Class Representatives” means Plaintiffs Blanca Garcia and Matilde Cabrera.

3 3. “Class Counsel” means Joseph Lavi, Vincent C. Granberry, and Courtney M.  
4 Miller of Lavi & Ebrahimian, LLP and Sahag Majarian II of the Law Offices of Sahag Majarian  
5 II.

6 4. “Class Notice” means the Notice of Class, Collective, and Representative Action  
7 Settlement to be mailed to Settlement Class Members in English with a Spanish translation in  
8 the form, without material variation, attached hereto as **Exhibit 2** and incorporated by reference  
9 into this Agreement.

10 5. “Class Period” means the period from July 7, 2017 to August 30, 2022 or the  
11 date of the Preliminary Approval Order, whichever is sooner.

12 6. “Court” means the Superior Court of California, County of San Diego, the court  
13 presiding over the State Lawsuit.

14 7. “Covered Job Position” means an hourly non-exempt position in California  
15 during the Class Period.

16 8. “Defendant” means Defendant Acushnet Company.

17 9. “Defense Counsel” means Paula M. Weber and Alekzandir Morton of Pillsbury  
18 Winthrop Shaw Pittman LLP.

19 10. “Effective Date” means the date by which this Settlement is finally approved as  
20 provided herein and the Final Approval Order becomes binding. For purposes of this Settlement,  
21 the Final Approval Order becomes final upon the later of: (i) sixty-two (62) calendar days after  
22 entry of the Final Approval Order, and no appeal is filed within that period; (ii) if an appeal is  
23 filed, the date the Final Approval Order is affirmed on appeal, the date of dismissal of such  
24 appeal, or the expiration of the time to file a petition for writ of certiorari; or, (iii) if a petition  
25 for writ of certiorari is filed, the date of denial of the petition for a writ of certiorari, or the date  
26 the Judgment is affirmed pursuant to such petition.

27 11. “Final Approval Order” means the Judgment and Final Order Approving  
28 Settlement of Class Action, substantially in the form attached hereto as **Exhibit 3**, to be entered

by the Court after a hearing (“Final Fairness Hearing”) that (1) grants final approval to the class settlement described in this Agreement; and (2) dismisses the State Lawsuit with prejudice in accordance with the terms of this Agreement.

12. “Federal Court” means the United States District Court for the Southern District of California, the court presiding over the Federal Lawsuit.

13. “Federal Lawsuit” means the case entitled *Blanca Garcia and Matilde Cabrera, on behalf of themselves and others similarly situated v. Acushnet Company*, Case No. 3:21-cv-01581-BEN (BGS), that was removed to the United States District Court for the Southern District of California on September 8, 2021.

14. “First Amended Complaint” means the document attached hereto as **Exhibit 1**.

15. “Gross Settlement Amount” means Two Million Dollars and Zero Cents (\$2,000,000), which is the total amount Defendant agrees to pay under the Settlement except as provided.

16. “Individual Payment Amount” is the amount of money, inclusive of the employee’s share of payroll taxes withheld, that shall be paid to each Participating Settlement Class Member. Individual Payment Amounts will be determined in accordance with Section III(A)(56)(e) herein.

17. “Litigation” means, collectively, the State Lawsuit and the Federal Lawsuit.

18. “PAGA Members” means all individuals employed: (1) in California, (2) by Defendant, (3) in a Covered Job Position; and (4) during the PAGA Period.

19. “PAGA Period” means the period from July 7, 2020 to August 30, 2022 or the date of the Preliminary Approval Order, whichever is sooner.

20. “Participating Settlement Class Members” means all Settlement Class Members who do not submit a valid and timely Request for Exclusion from the settlement.

21. “Parties” are the Plaintiffs (on behalf of themselves and all Participating Settlement Class Members) and Defendant.

22. “Plaintiffs” means Plaintiffs Blanca Garcia and Matilde Cabrera.

23. “Preliminary Approval Order” means the order to be entered by the Court

1 granting preliminary approval to the settlement described in this Agreement following  
2 submission to the Court of Plaintiffs' motion for an order granting preliminary approval of the  
3 settlement described in this Agreement, certifying the Settlement Class for settlement purposes  
4 only, authorizing notice of this Settlement to the Settlement Class, and setting a date and time  
5 for a Final Fairness Hearing. The proposed Preliminary Approval Order that will be submitted  
6 to the Court in substantially the same form with the Plaintiffs' motion is attached hereto as  
7 **Exhibit 4.**

8         24. "Released Claims" means all claims in law or in equity, asserted or which could  
9 have been asserted at any time during the Class Period by Plaintiffs or any Settlement Class  
10 Member that were alleged or could have been alleged based upon the facts pled in the First  
11 Amended Complaint or in the Federal Lawsuit as to Released Parties during the Class Period,  
12 including but not limited to any claim for unpaid wages, unpaid penalties, failure to pay  
13 overtime or other hours worked, "off-the-clock" claims, "rounding" claims, failure to pay  
14 overtime wages due based on the correct regular rate of pay, failure to provide compliant meal  
15 or rest periods, failure to make penalty payments or premium pay in lieu of providing meal or  
16 rest periods, failure to provide minimum wages, failure to provide timely payment of wages,  
17 non-compliant wage statements, failure to maintain adequate payroll records, any alleged civil  
18 and statutory penalty (including Private Attorneys General Act claims), or any other claims  
19 under the Fair Labor Standards Act ("FLSA"), California Labor Code, including sections 201,  
20 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 1198,  
21 California Code of Regulations, Title 8, section 11040, civil penalties under Private Attorneys  
22 General Act (Labor Code §§2698, *et seq.*) the applicable California Wage Order, or federal law,  
23 or any claim under Business and Professions Code sections 17200, *et seq.* predicated on the  
24 above claims which were alleged or could have been alleged based upon the facts pled in the  
25 First Amended Complaint and/or the Federal Lawsuit at any time during the Class Period.  
26 Settlement Class Members will opt-in to a release of the FLSA claims by endorsing or accepting  
27 their settlement checks. Participating Settlement Class Members do not release any other claims,  
28 including claims for vested benefits, wrongful termination, violation of the Fair Employment

and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period and/or PAGA Period, as applicable.

25. "Released Parties" means Defendant and its past and present parents, subsidiaries, related entities, and affiliates, and their respective present and former officers, directors, stockholders, agents, employees, insurers, co-insurers, reinsurers, attorneys, accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, partners, predecessors, successors and assigns.

26. "Request for Exclusion" means a Settlement Class Member's submission of a written request to be excluded from the settlement signed by the Settlement Class Member.

27. "Service Award" is the amount that shall be paid to each of the Plaintiffs pursuant to Section III(A)(56)(c) below.

28. "Settlement Administrator" means Simpluris, which will be responsible for the administration of the payments to be made by Defendant from the Gross Settlement Amount and related matters as set forth in this Agreement.

29. "Settlement Class" and "Settlement Class Members" means all individuals employed: (1) in California, (2) by Defendant, (3) in a Covered Job Position; and (4) during the Class Period.

30. "State Lawsuit" means the lawsuit entitled *Blanca Garcia and Matilde Cabrera, on behalf of themselves and other aggrieved employees v. Acushnet Company*, Case No. 37-2021-00042030-CU-OE-CTL, filed on October 1, 2021 and pending in the Superior Court of California, County of San Diego.

31. "Workweek" means any week during which a Settlement Class Member worked for Defendant for at least one (1) day, during the Class Period.

## **II. APPROVAL AND NOTICE PROCEDURES**

32. The Parties and their respective counsel shall take all steps that may be requested by the Courts presiding over the Federal Lawsuit and the State Lawsuit relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. The procedure for obtaining Court

1 approval of and implementing this Agreement shall be as follows:

2 **A. Joint Stipulation to Stay the Federal Lawsuit.**

3 33. The Parties will take all appropriate action to continue the stay of the Federal  
4 Lawsuit pending final approval of settlement in the State Lawsuit. If and when the Effective  
5 Date occurs, the Parties will jointly request that the Federal Lawsuit be dismissed with prejudice  
6 in its entirety within seven (7) days of Defendant's payment of the Gross Settlement Amount to  
7 the settlement fund. The Parties will take all appropriate action to obtain the dismissal with  
8 prejudice of the Federal Lawsuit. No payment shall be distributed from the Settlement Fund  
9 unless and until the Federal Lawsuit has been dismissed with prejudice in its entirety and all  
10 monies paid to the Settlement Fund will be returned to Defendant if the Federal Lawsuit is not  
11 dismissed with prejudice within one hundred twenty (120) days of filing the request for  
12 dismissal with prejudice, unless the Parties stipulate to continue to have the Settlement Fund  
13 held in trust by the Settlement Administrator.

14 **B. Stipulation for Leave to Amend the State Lawsuit.**

15 34. The Parties filed a stipulation for leave to amend the complaint in the State  
16 Lawsuit to add the claims that were originally plead in the Federal Lawsuit and it was granted  
17 by the Court. The First Amended Complaint which has been approved by the Court is attached  
18 hereto as **Exhibit 1**. The First Amended Complaint will be filed upon full execution of this  
19 Agreement. If a Final Approval Order is not granted for any reason, Plaintiffs agree to dismiss  
20 the First Amended Complaint and make the Complaint filed in the State Lawsuit on October 1,  
21 2021 the operative complaint in the State Lawsuit.

22 **C. Preliminary Approval.**

23 35. Not later than sixteen (16) court days before the date reserved for the Motion for  
24 Preliminary Approval of Settlement, Plaintiffs will file an unopposed motion for Preliminary  
25 Approval Order, which will be provided to Defendant's Counsel at least five (5) court days prior  
26 to filing for approval. The proposed Preliminary Approval Order, attached as **Exhibit 4**, shall  
27 ask the Court to: grant preliminary approval of this Agreement as fair and reasonable; certify the  
28 Settlement Class for settlement purposes only; appoint Class Counsel for settlement purposes

only; appoint the Settlement Administrator; set the date and time for a Final Fairness Hearing; and approve the form and issuance of the Class Notice, substantially in the form as attached hereto as ***Exhibit 2***.

**D. Notice to Settlement Class Members.**

The Settlement Administrator shall disseminate the Class Notice as follows:

36. No later than ten (10) court days after Defense Counsel is served with the signed Preliminary Approval Order, Defendant will provide the Settlement Administrator with lists of all Settlement Class Members (the “Settlement Class List”).

37. The Settlement Class List shall state, for each employee: (i) full name; (ii) social security number; (iii) last known home address and if known, phone number; and (iv) dates of employment worked in a Covered Job Position during the Class Period.

38. Within fourteen (14) calendar days after Defendant produces the Settlement Class List, the Settlement Administrator shall, via First Class United States mail, mail to the Settlement Class Members a Notice of Class, Collective, and Representative Action Settlement. The Settlement Administrator shall perform a national change of address (“NCOA”) database review prior to mailing. If any Class Notice is returned as undeliverable, the Settlement Administrator shall promptly notify Class Counsel and attempt to locate such employee through one skip trace and, if a new address is identified, shall promptly mail an additional Class Notice to such person. If the Settlement Administrator requests further information from Defendant to perform a skip trace, Defendant will make reasonable efforts to provide the information. In the case of any employee who is known to be deceased, the Settlement Administrator shall mail the employee’s notice to the legal representative of the estate.

39. The Settlement Administrator shall mail with the Class Notice, a Statement of Weeks Worked and Estimated Individual Payment Amount. The Statement of Weeks Worked and Estimated Individual Payment Amount will state the dates that the employee worked during the Class Period as indicated in Defendant’s records and the estimated Individual Payment Amount based on the formula set forth in Section III(A)(56)(e) below.

40. The Class Notice shall include contact information for Class Counsel to answer

1 questions, and a URL to a website maintained by the Settlement Administrator which will be  
2 publicly available on the date of the initial mailing of the Class Notice by the Settlement  
3 Administrator. The website maintained by the Settlement Administrator shall include links to:  
4 the Class Notice; the First Amended Complaint; the Settlement Agreement; the Motion for  
5 Preliminary Approval; the Preliminary Approval Order; the Motion for Final Approval and for  
6 Service Awards and Attorneys' Fees and Costs (once filed); and the Order Granting Final  
7 Approval (once entered). The URL will not include any logos, trademarks, service marks, or  
8 other intellectual property belonging to Defendant or any of its parents, subsidiaries, or related  
9 companies.

10 41. The Settlement Administrator shall provide an address and toll-free telephone  
11 number to respond to inquiries about the Class Notice and determination of the estimated  
12 Individual Payment Amounts. The Settlement Administrator shall provide weekly updates to  
13 the Parties on the status of notice mailings, including the numbers of notices returned as  
14 undeliverable, remailings to forwarding addresses, skip traces successfully and unsuccessfully  
15 performed, disputes and resolutions concerning the Statement of Weeks Worked, Requests for  
16 Exclusion, and objections.

17 **E. Declaration of Compliance.**

18 42. No later than fourteen (14) calendar days before the deadline to file the Motion  
19 for Final Approval, the Settlement Administrator shall provide Defense Counsel and Class  
20 Counsel with a declaration attesting to completion of the notice process and results (and to any  
21 ongoing attempt to obtain valid mailing addresses for, and the re-sending of, any returned Class  
22 Notice), including the steps that the Settlement Administrator is required to take under  
23 Section II(D), which shall be filed with the Court by Class Counsel with the final approval  
24 motion.

25 43. Compliance with the procedures described in Section II(D) shall constitute due  
26 and sufficient notice of this proposed Settlement and the Final Fairness Hearing, shall not be  
27 subject to objection or collateral attack by any person or entity, and shall satisfy the requirement  
28 of due process. Nothing else shall be required of the Parties, Class Counsel, Defense Counsel,

1 or the Settlement Administrator to provide notice of the proposed Settlement and the Final  
2 Fairness Hearing.

3 **F. Requests for Exclusion from the Settlement Class.**

4 44. Any Settlement Class Member who does not wish to become a Participating  
5 Settlement Class Member may request exclusion from the Settlement Class by submitting a  
6 request for exclusion (“Request for Exclusion” or “Opt Out Letter”), as explained in the Notice  
7 of Class, Collective, and Representative Action Settlement. A Request for Exclusion is valid if  
8 the Settlement Class Member sends a letter to the Settlement Administrator setting forth: (i) his  
9 or her name, address, telephone number and last four digits of the Social Security number and  
10 (ii) a signed statement requesting to be excluded from the Settlement Class and from  
11 participation in the Settlement. Any such request will be timely and valid only if postmarked no  
12 later than sixty (60) days after the date of the initial mailing of the Class Notices by the  
13 Settlement Administrator, or in the case of remailings, an additional fifteen (15) days beyond  
14 the sixty (60) days provided in the Class Notice. This response period may not be extended for  
15 any reason unless ordered by the Court. The Parties will not encourage Settlement Class  
16 Members to exclude themselves.

17 **G. Objections to Settlement.**

18 45. Any Settlement Class Member wishing to object to the approval of this  
19 Settlement (“Objecting Settlement Class Members”) can either appear at the Final Approval  
20 Hearing to voice an objection to the Settlement, or postmark no later than sixty (60) days after  
21 the date of the initial mailing of the Notice by the Settlement Administrator a written objection  
22 to the Settlement, or in the case of remailings, an additional fifteen (15) days beyond the sixty  
23 (60) days provided in the Class Notice. This response period may not be extended for any  
24 reason unless ordered by the Court. The Parties will not encourage Settlement Class Members  
25 to object to the Settlement.

26 **H. No Right to Exclusion from or Objections to the PAGA Portion of the**  
27 **Settlement by PAGA Members.**

28 46. Because this settlement resolves claims and actions brought pursuant to PAGA

1 by Plaintiffs acting as a proxy and as a Private Attorney General of, and for9R0 gT S-3(or4(te A)of)5  
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1 the objection.

2 **K. Final Fairness Hearing.**

3 50. Pursuant to the Court or State Lawsuit motion filing deadlines, Class Counsel  
4 shall move the Court for entry of the Final Approval Order and, at the same time, move the  
5 Court for an award of attorneys' fees, litigation costs, and Service Awards.

6 51. A Final Fairness Hearing shall be held before the Court on the date specified in  
7 the Preliminary Approval Order, which shall be approximately one hundred fifty (150) calendar  
8 days after entry of the Preliminary Approval Order, or as soon thereafter as may be heard by the  
9 Court. At the Final Fairness Hearing, the Parties will ask the Court to consider the level of  
10 participation in the Settlement by Settlement Class Members, as well as any valid and timely  
11 objections and all responses by the Parties to such objections. At the Final Fairness Hearing, the  
12 Parties shall ask the Court to give final approval to this Agreement. If the Parties' request for  
13 final approval is granted, the Final Approval Order shall be entered in the Litigation. Within  
14 three (3) court days of receipt of the signed Final Approval Order by Class Counsel, Class  
15 Counsel shall furnish a copy of the Final Approval Order to the Settlement Administrator.

16 **III. SETTLEMENT PAYMENT PROCEDURES**

17 **A. Gross Settlement Amount.**

18 52. The maximum and all-inclusive Gross Settlement Amount to be paid by the  
19 Defendant shall be limited to a total of Two Million Dollars and Zero Cents (\$2,000,000.00),  
20 but subject to an increase pursuant to the terms of the Escalator Clause below. Employer  
21 payroll taxes will be paid separately from, and in addition to, the Gross Settlement Amount. As  
22 described in this Section, Defendant's monetary obligation under this Agreement shall be  
23 limited to the Gross Settlement Amount and all payments shall be paid from the Gross  
24 Settlement Amount. All amounts to be paid by Defendant from the Gross Settlement Amount  
25 shall be paid to a qualified settlement fund ("Qualified Settlement Fund"), which shall be  
26 administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to  
27 this Agreement ("Settlement Amounts") shall be paid out of the Qualified Settlement Fund.  
28 Such Settlement Amounts, as set forth in detail below, shall include all amounts to be paid to

1 Plaintiffs and Participating Settlement Class Members; all amounts to be paid to Class Counsel  
2 as attorneys' fees; all amounts to be paid to Class Counsel as litigation costs not to exceed  
3 \$15,000; all amounts to be paid as Service Awards to Plaintiffs; all amounts to be paid as  
4 Settlement Administration Costs; all amounts required to be paid as federal, state and local  
5 payroll taxes (not including the employer's share of payroll taxes), with respect to the  
6 Participating Settlement Class Members' Individual Payment Amounts; the payment to the  
7 Labor Workforce Development Agency ("LWDA") for its portion of the amount paid to settle  
8 alleged PAGA claims; and any other Settlement Amounts to be paid under this Agreement.

9 53. Within three (3) court days after the Effective Date, the Settlement Administrator  
10 shall provide wiring instructions to Defendant to wire the Gross Settlement Amount to the  
11 Settlement Administrator for deposit into the Qualified Settlement Fund. Within thirty (30)  
12 calendar days after the Effective Date, Defendant shall wire the Gross Settlement Amount to the  
13 Settlement Administrator. The Settlement Administrator shall issue and mail checks for the  
14 Individual Payment Amounts to Settlement Class Members who did not submit a valid and  
15 timely Request for Exclusion (withholding the employee's share of payroll taxes) within ten  
16 (10) calendar days of the date in which all time limitations for filing an appeal from the Federal  
17 Court's entry of dismissal with prejudice without notice of appeal having been timely filed in  
18 the Federal Lawsuit.

19 54. Any and all employer tax obligations on any amounts paid to Plaintiffs and  
20 Participating Settlement Class Members under this Settlement (including any employer FICA or  
21 FUTA taxes owed by Defendant or by the Qualified Settlement Fund) are to be paid by  
22 Defendant separately and in addition to the Gross Settlement Amount.

23 55. The Parties are mindful that the total consideration payable hereunder is  
24 comprised of a number of separate and distinct claims for damages and penalties by Plaintiffs  
25 and the other Participating Settlement Class Members. Accordingly, having considered the  
26 matter in detail, having performed their own separate and independent computations and  
27 estimation of the damages and penalties potentially awardable to Plaintiffs at trial or arbitration,  
28 and having done the foregoing with complete and satisfactory access to, and advice from,

1 accounting and legal advisors, the Parties mutually consent and agree that the Participating  
2 Settlement Class Members' Individual Payment Amounts be apportioned among the  
3 Participating Settlement Class Members' various wage and non-wage claims in this Litigation  
4 as set forth below. Moreover, the Parties mutually consent and agree, and hereby represent to  
5 the Court in this judicially supervised settlement transaction, that the apportionment of the  
6 Participating Settlement Class Members' Individual Payment Amounts as stated above and  
7 below is a reasonable and arm's length determination of the character of the Individual Payment  
8 Amounts for all purposes, including for tax purposes. Counsel for the Parties are not tax  
9 attorneys and are not providing tax advice. All Parties to this Settlement are responsible for  
10 their own compliance with applicable tax laws.

11 56. The amount of the Gross Settlement Amount was negotiated with the  
12 understanding that Settlement Class Members worked a total of approximately 40,317  
13 workweeks from July 7, 2017 through May 8, 2022. The Gross Settlement Amount is inclusive  
14 of:

15 a. CA Settlement Administration Costs: All costs of administering the  
16 Settlement, including but not limited to all tax obligations, custodial fees, and accounting fees  
17 incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing  
18 and mailing any and all notices or reminders to Settlement Class Members; all costs and fees  
19 associated with computing, processing, reviewing, issuing and paying the Service Awards,  
20 Settlement Amounts, interest, taxes, and any other payments to be made out of or into the  
21 Qualified Settlement Fund; all costs and fees associated with preparing any tax returns and any  
22 other filings required by any governmental taxing authority or agency; all costs and fees  
23 associated with preparing any other notices, reminders, reports, or filings to be prepared in the  
24 course of the settlement or in administering disbursements from the Qualified Settlement Fund;  
25 and any other costs and fees incurred and/or charged by the Settlement Administrator in  
26 connection with the execution of its duties as part of the Settlement ("CA Settlement  
27 Administration Costs"), which is estimated at \$7,000 and shall also be paid from the Gross  
28 Settlement Amount.

1                   b.       Class Counsel Attorneys' Fees and Costs: Subject to Court approval,  
2       Class Counsel will be paid up to one-third (1/3) of the Gross Settlement Amount, which equals  
3       \$666,667.00 for attorneys' fees. Should Defendant be required to increase the Gross Settlement  
4       Amount as a result of paragraph I.85, at Class Counsel's discretion, they may increase the  
5       request for attorneys' fees to remain one-third of the increased Gross Settlement Amount.  
6       Subject to Court approval, Class Counsel will also be paid reasonable and actual costs actually  
7       expended in prosecuting this Litigation from the Gross Settlement Amount in a sum not to  
8       exceed \$15,000. Any amount not approved by the Court will revert to the Qualified Settlement  
9       Fund to be split pro rata among the Participating Settlement Class Members. The Court-ordered  
10      Class Counsel attorneys' fees and litigation costs shall be due and payable no later than ten (10)  
11      calendar days of the date in which all time limitations for filing an appeal from the Federal  
12      Court's entry of dismissal with prejudice without notice of appeal having been timely filed in  
13      the Federal Lawsuit.

14           Plaintiffs' Release: Plaintiffs on behalf of themselves, and each of their heirs, executors,  
15      administrators, attorneys, devisees, successors, and assigns, upon final approval of this  
16      Settlement and payment of the agreed upon consideration, do hereby release and forever  
17      discharge the Released Parties of and from any and all claims, causes of action, suits, debts,  
18      liens, contracts, judgments, agreements, promises, liabilities, claims, demands, damages, losses,  
19      costs, or expenses of any nature whatsoever, known or unknown, fixed or contingent  
20      (hereinafter called "Claims"), which Plaintiffs now have against the Released Parties, or any of  
21      them, by reason of any matter, event, act, omission, cause or thing whatsoever from the  
22      beginning of time to the date of this Agreement, including but not limited to any and all Claims  
23      relating to or arising out of the hire, employment, demotion, termination or remuneration  
24      (including without limitation salary, bonus, incentive or other compensation, sick leave or  
25      medical insurance benefits), including without limitation all Claims arising out of, based upon  
26      or relating to the Litigation, to the extent permitted by law.

27           Without limiting the generality of the foregoing, the Claims of Plaintiffs released herein  
28      include any Claims arising out of, based upon, or in any way related to (i) claims of

1 discrimination, and harassment, and retaliation; (ii) any tort claims, including wrongful  
2 termination, intentional or negligent infliction of emotional distress, intentional or negligent  
3 misrepresentation, invasion of privacy, loss of consortium, breach of fiduciary duty, assault,  
4 battery, sexual battery, or any other common law claim of any kind; (iii) any other violation or  
5 alleged violation of Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, as  
6 amended, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the  
7 Americans With Disabilities Act, the Family and Medical Leave Act, the California Family  
8 Rights Act, the California Fair Employment and Housing Act, the Fair Credit Reporting Act,  
9 any provisions of California Labor Code, the California Business and Professions Code, the  
10 California Industrial Wage Orders, the Civil Rights Act of 1866, and the Consolidated Omnibus  
11 Budget Reconciliation Act; and (iv) any claim relating to or arising under any other local, state  
12 or federal statute, regulation or principle of common law governing the employment of  
13 individuals and/or discrimination in employment, to the extent permitted by law.

14 Plaintiffs expressly waive all rights and benefits afforded by section 1542 of the Civil  
15 Code of the State of California, quoted below, with respect to all Claims that Plaintiffs may  
16 have against Defendant or any of the Released Parties and they do so understanding the  
17 significance of that waiver. Section 1542 of the Civil Code provides:

18 A general release does not extend to claims that the creditor or releasing party  
19 does not know or suspect to exist in his or her favor at the time of executing the  
20 release and that, if known by him or her, would have materially affected his or  
her settlement with the debtor or released party.

21 This Agreement does not release claims that cannot be released as a matter of law,  
22 including but not limited to claims for workers' compensation benefits, or any right to file an  
23 application for award for original information submitted pursuant to Section 21F of the  
24 Securities Exchange Act of 1934.

25 c. Service Awards Payable to the Class Representatives: Subject to Court  
26 approval, named Plaintiffs shall each receive a Service Award of Ten Thousand Dollars and  
27 Zero Cents (\$10,000.00) from the Gross Settlement Amount. Defendant will not oppose Class  
28 Counsel's request for Service Awards up to \$10,000.00 for each Plaintiff. Plaintiffs understand

1 and agree that the Superior Court may in its discretion award a lesser amount as a service award,  
2 and Plaintiffs agree that they will accept whatever amount, if any, the Superior Court may in its  
3 discretion award as Service Awards. This Settlement is not contingent upon the Court awarding  
4 Plaintiffs any particular amount as Service Awards. The Service Awards shall be due and  
5 payable no later than ten (10) calendar days of the date in which all time limitations for filing an  
6 appeal from the Federal Court's entry of dismissal with prejudice without notice of appeal  
7 having been timely filed in the Federal Lawsuit. The Settlement Administrator will report the  
8 Service Awards on Form 1099s, which it will provide to Plaintiffs and to the pertinent taxing  
9 authorities as required by law.

10 d. Payment of PAGA Penalties to the LWDA and Settlement Class

11 Members: The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00)  
12 ("PAGA Settlement Sum") from the Gross Settlement Amount to the settlement of the PAGA  
13 penalties alleged in the First Amended Complaint, which the Parties believe in good faith is a  
14 fair and reasonable apportionment. The Settlement Administrator shall pay seventy-five percent  
15 (75%), or \$37,500.00, of this amount to the LWDA, and twenty-five percent (25%), or  
16 \$12,500.00 ("PAGA Fund"), of this amount to the PAGA Members calculated as a pro rata  
17 share of the PAGA Fund based upon their pay periods during the PAGA Period in a Covered  
18 Job Position. Payment shall be made to the LWDA no later than ten (10) calendar days of the  
19 date in which all time limitations for filing an appeal from the Federal Court's entry of dismissal  
20 with prejudice without notice of appeal having been timely filed in the Federal Lawsuit. All  
21 PAGA Members will receive their shares of the PAGA Fund, regardless of whether they opt out  
22 of the Settlement Class.

23 e. Individual Payment Amounts Payable to Participating Settlement Class

24 Members: After deducting the Settlement Administration Costs, Attorneys' Fees, Litigation  
25 Costs, Service Awards, and PAGA Settlement Sum, the balance of the Qualified Settlement  
26 Fund ("Net Settlement Fund") will be allocated to Participating Settlement Class Members,  
27 calculated as a pro rata share of the Net Settlement Fund based upon their workweeks during the  
28 Class Period in a Covered Job Position. To determine the value for each Workweek, the

1 Settlement Administrator will divide the Net Settlement Fund (after all applicable deductions  
2 for fees, costs and awards) by the total number of Workweeks worked by all Participating  
3 Settlement Class Members. That dollar amount equals the weekly recovery value (“Weekly  
4 Recovery”) for each Workweek. Next, for each Participating Settlement Class Member, the  
5 Settlement Administrator shall compute the Participating Settlement Class Member’s Individual  
6 Payment Amount by multiplying the Participating Settlement Class Member’s total Workweeks  
7 by the Weekly Recovery. If there are any valid and timely Requests for Exclusion, the  
8 Settlement Administrator will proportionately increase the payment for each Participating  
9 Settlement Class Member so that the amount actually distributed to the Settlement Class equals  
10 100% of the Net Settlement Fund. Eighty percent (80%) of each Individual Payment Amount  
11 from the Net Settlement Fund shall be allocated as interest, penalties, liquidated damages, and  
12 other non-wage recovery (which shall not be subject to withholdings or deductions and shall be  
13 reported as non-wage income), and twenty percent (20%) shall be allocated as wages. That  
14 portion of each Participating Settlement Class Member’s Individual Payment Amount  
15 constituting: (i) interest or penalties will be reported on a Form 1099 provided to each  
16 Participating Settlement Class Member, with the required copies of the Form 1099s provided to  
17 the pertinent taxing authorities; and (ii) wages will be reported on a W-2 Form and provided to  
18 each Participating Settlement Class Member, with the required copies of the Form W-2s  
19 provided to the pertinent taxing authorities.

20 f. No Spillover of Residuals for Settlement Class Members: To the extent  
21 there are any payments made to Settlement Class Members that remain uncashed by the void  
22 date, “any monies remaining in the distribution account shall be distributed to the Controller of  
23 the State of California to be held pursuant to the Unclaimed Property Law, California Civil  
24 Code § 1500 *et seq.*, for the benefit of those Settlement Class members who did not cash their  
25 checks until such time that they claim their property.” The Parties agree that this disposition  
26 results in no “unpaid residue” under California Code of Civil Procedure section 384, as the  
27 entire Net Settlement Fund will be paid out to Settlement Class Members, whether or not they  
28 all cash their Settlement.

1           **B.     No Additional Contribution by Defendant.**

2           57.     Defendant's monetary obligations under this Agreement are limited to the  
3     amount as defined as the Gross Settlement Amount, subject to an increase pursuant to the terms  
4     of the Escalator Clause below, as well as the employer's share of payroll taxes. Defendant may  
5     not be called upon or required to contribute additional monies above the Gross Settlement  
6     Amount and the employer's share of payroll taxes under any circumstances whatsoever, except  
7     pursuant to the terms of the Escalator Clause below.

8           **C.     Disbursement of Funds.**

9           58.     The Settlement Administrator will administer disbursements from the Gross  
10    Settlement Amount paid by Defendant into the Qualified Settlement Fund, including, but not  
11    limited to, calculating claims against the Qualified Settlement Fund, calculating interest owed,  
12    preparing and issuing all disbursements of the Settlement Amounts required to be paid to the  
13    Participating Settlement Class Members, Plaintiffs, Class Counsel, the LWDA, and the local  
14    state and federal payroll tax authorities, tracking whether Participating Settlement Class  
15    Members have cashed issued checks, and handling inquiries about the calculation of the  
16    Individual Payment Amounts. The Settlement Administrator shall be responsible for the timely  
17    filing of all federal, state and local tax returns of the Qualified Settlement Fund and making the  
18    timely payment of any and all taxes and withholdings required with such returns.

19          59.     All Settlement Administration Costs associated with administering disbursements  
20    from the Qualified Settlement Fund including, but not limited to, the fees and costs of the  
21    Settlement Administrator and the cost of the Class Notices, shall be paid entirely from the Gross  
22    Settlement Amount paid by Defendant into the Qualified Settlement Fund. The Parties expect  
23    that the Settlement Administrator shall conduct all administration of all disbursements of the  
24    Gross Settlement Amount.

25          **D.     Resolution of Disputes.**

26          60.     Any Settlement Class Member who disputes the information shown on his or her  
27    Statement of Weeks Worked and Estimated Individual Payment Amount may so indicate and  
28    explain such disagreement on the form and return it postmarked within sixty (60) calendar days

1 of its initial mailing, or in the case of remailings, an additional fifteen (15) days beyond the sixty  
2 (60) days from the initial mailing. Any such employee must submit any documentation relating  
3 to his or her dispute along with his or her completed Statement of Weeks Worked and Estimated  
4 Individual Payment Amount form. The Settlement Administrator shall notify Defense Counsel  
5 and Class Counsel of any such dispute no later than three (3) court days after receiving notice of  
6 the dispute. The Settlement Administrator shall attempt to resolve the disagreement and may  
7 request any information or assistance from Defense Counsel and/or Class Counsel that the  
8 Settlement Administrator, in its sole discretion, believes may assist it in resolving the  
9 disagreement. However, the Settlement Administrator shall have final and binding authority to  
10 resolve any disputes based on Defendant's records. The Parties and their counsel shall use their  
11 best efforts to ensure that any and all such disputes are resolved.

12 **E. Payment of Individual Payment Amounts.**

13 61. Within ten (10) court days after the Effective Date, the Settlement Administrator  
14 shall calculate the final Individual Payment Amount to be paid to each Settlement Class  
15 Member and prepare a Final Statement of Individual Payment Amounts. The Settlement  
16 Administrator shall issue and mail the settlement checks within ten (10) calendar days of the  
17 date in which all time limitations for filing an appeal from the Federal Court's entry of dismissal  
18 with prejudice without notice of appeal having been timely filed in the Federal Lawsuit. The  
19 mailing shall be by First Class United States mail to the last known mailing address of each  
20 employee on the Settlement Class List.

21 **F. Opt-In for FLSA Claims by Settlement Class Members.**

22 62. The cashing of the settlement check by a Settlement Class Member shall be  
23 deemed to be an opt-in for purposes of the FLSA claims referred to in the Released Claims. The  
24 Settlement Administrator shall include a recital on the settlement checks stating, "By cashing  
25 this check, I am opting into *Garcia, et al. v. Acushnet Company*, Case No. 37-2021-00042030-  
26 CU-OE-CTL, and releasing the Released Claims defined in the Settlement Agreement,  
27 including but not limited to claims under the Fair Labor Standards Act."  
28

1 **IV. LIMITATIONS ON USE OF THIS SETTLEMENT**

2 **A. No Admission.**

3 63. Neither the acceptance nor the performance by Defendant of the terms of this  
4 Agreement nor any of the related negotiations or proceedings is or shall be claimed to be,  
5 construed as, or deemed to be an admission by Defendant of the truth of any of the allegations in  
6 the Litigation, the representative character of the Litigation, the validity of any of the claims that  
7 were or could have been asserted by Plaintiffs and/or Participating Settlement Class Members in  
8 the Litigation, or of any liability or guilt of Defendant in the Litigation.

9 **B. Non-Evidentiary Use.**

10 64. Neither this Agreement nor any of its terms shall be offered or used as evidence  
11 by any of the Parties, Participating Settlement Class Members, or their respective counsel in the  
12 Litigation or in any other action or proceeding either as evidence or in discovery; provided,  
13 however, that nothing contained in this section shall prevent this Agreement from being used,  
14 offered, or received in evidence in any proceeding to enforce, construe, or finalize this  
15 Agreement.

16 **C. No Public Comment.**

17 65. Plaintiffs and Class Counsel agree they will not make any public disclosure of  
18 the Settlement or the previously signed Memorandum of Understanding until after this  
19 Stipulation of Settlement is filed with the Court. Class Counsel will take all steps necessary to  
20 ensure Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any  
21 public disclosure of this Stipulation of Settlement or the previously signed Memorandum of  
22 Understanding until after this Stipulation of Settlement is filed with the Court. Following the  
23 filing of this Stipulation of Settlement, Plaintiffs and Class Counsel agree they will not have any  
24 communications with the media, other than to direct the media to the public records of the  
25 Litigation on file with the Court. Class Counsel will take all steps necessary to ensure the  
26 Plaintiffs are aware of, and will adhere to, the restriction against any media comment on this  
27 Stipulation of Settlement and its terms.  
28

1           **D.     No Collateral Attack.**

2           66.     This Agreement shall not be subject to collateral attack by any Participating  
3 Settlement Class Member or any recipient of the Class Notice after the Judgment and Final  
4 Order is entered. Such prohibited collateral attacks shall include but not be limited to claims  
5 that the number of Workweeks attributed to the Participating Settlement Class Member was  
6 erroneous or that the Participating Settlement Class Member failed for any reason to receive  
7 timely notice of the procedure for disputing the calculation of his or her Individual Payment  
8 Amount.

9           **E.     Nullification.**

10          67.     If (a) the Court should for any reason fail to certify a class for settlement; or  
11 (b) the Court should for any reason fail to approve this Settlement materially in the form agreed  
12 to by the Parties; or (c) the Court should for any reason fail to enter the Judgment and Final  
13 Order; or (d) the Judgment and Final Order is reversed, modified, or declared or rendered void,  
14 then (i) this Agreement shall be considered null and void, (ii) neither this Agreement nor any of  
15 the related negotiations or proceedings shall be of any force or effect, (iii) all Parties to this  
16 Agreement shall stand in the same position, without prejudice, as if the Agreement had been  
17 neither entered into nor filed with the Court, and (iv) Class Counsel shall make repayment of  
18 any disbursements it received from the Gross Settlement Amount.

19          68.     If the number of valid Requests for Exclusion is ten percent (10%) or more of the  
20 total Settlement Class Members, Defendant in its sole discretion may nullify and void this  
21 Agreement in its entirety. Defendant shall have ten (10) calendar days after receiving notice  
22 that ten percent (10%) or more of the Settlement Class has requested exclusion to inform Class  
23 Counsel of its decision to nullify and void this Agreement. Defendant shall pay all costs  
24 incurred by the Settlement Administrator should it exercise its rights under this section.

25          69.     Invalidation of any material term of this Agreement shall invalidate this  
26 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining  
27 provisions shall remain in full force and effect.

28          70.     In the event that for any reason final distribution of the Gross Settlement Amount

1 does not occur (for example, because this Agreement and/or the Judgment and Final Order is  
2 materially modified or reversed on appeal), the entire Gross Settlement Amount shall remain the  
3 sole property of Defendant and any sums previously paid or distributed shall be returned to  
4 Defendant (minus any administrative expense and fees incurred by the Settlement  
5 Administrator).

6 71. In the event of a timely appeal from the Judgment and Final Order, the Judgment  
7 and Final Order shall be stayed and the Gross Settlement Amount shall not be distributed to  
8 Participating Settlement Class Members pending the completion of the appeal.

9 **V. RELEASE**

10 72. Upon the date on which Defendant funds the Gross Settlement Amount,  
11 Plaintiffs and each and every Participating Settlement Class Member shall be bound by this  
12 Agreement and shall have recourse to the benefits, rights, and remedies exclusively as provided  
13 hereunder, and shall be deemed to have, and by operation of the Judgment and Final Order to  
14 have fully, finally, and forever released, relinquished, and discharged each and all of the  
15 Released Parties from any and all Released Claims during the Class Period. Settlement Class  
16 Members shall be deemed to have opted-in and to have, and by operation of the Judgment and  
17 Final Order, to have fully, finally, and forever released, relinquished, and discharged each and  
18 all of the Released Parties from any and all FLSA claims by cashing the settlement check.

19 73. In light of the payment by Defendant of all amounts due under this Agreement,  
20 Plaintiffs and each and every Settlement Class Member who does not submit a timely Request  
21 for Exclusion from the Class, shall be deemed to have acknowledged and agreed that California  
22 Labor Code section 206.5 is not applicable to the Parties hereto. That section provides in  
23 pertinent part as follows:

24 An employer shall not require the execution of any release of a claim or right  
25 on account of wages due, or to become due, or made as an advance on wages to be  
26 earned, unless payment of those wages has been made.

27 74. Each Participating Settlement Class Member shall be deemed to have made the  
28 foregoing release as if by manually signing it.

75. Additionally, all PAGA Members will release the Released Claims based on PAGA accruing during the PAGA Period.

**VI. MISCELLANEOUS PROVISIONS**

**A. Amendments.**

76. The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Parties, Class Counsel, and Defense Counsel and (b) approved by the Court.

**B. Assignment.**

77. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Participating Settlement Class Member, Class Counsel, or Defense Counsel without the express written consent of each Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

**C. Governing Law.**

78. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

**D. Entire Agreement.**

79. This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties hereto with respect to the subject matter contained herein. In case of any conflict between text contained in Sections I through VI of this Agreement and text contained in *Exhibits 1-4* to this Agreement, the former shall be controlling. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

1           **E.     Waiver of Compliance.**

2           80.     Any failure of any Party, Defense Counsel, and/or Class Counsel hereto to  
3 comply with any obligation, covenant, agreement, or condition herein may be expressly waived  
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their  
5 respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or  
6 condition. A waiver or failure to insist upon strict compliance with any representation,  
7 warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with  
8 respect to, any subsequent or other failure.

9           **F.     Counterparts.**

10          81.     This Agreement, and any amendments hereto, may be executed in any number of  
11 counterparts and any Party and/or their respective counsel hereto may execute any such  
12 counterpart, each of which when executed and delivered shall be deemed to be an original and  
13 all of which counterparts taken together shall constitute but one and the same instrument. It  
14 shall not be necessary in making proof of this Agreement or any counterpart hereof to produce  
15 or account for any of the other counterparts.

16          **G.     Meet and Confer Regarding Disputes.**

17          82.     Should any dispute arise among the Parties or their respective counsel regarding  
18 the implementation or interpretation of this Agreement, Class Counsel and Defense Counsel  
19 shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to  
20 the Court.

21          **H.     Jurisdiction of the Court.**

22          83.     The Parties agree that this Settlement Agreement shall be enforceable by the  
23 Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain  
24 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of  
25 this Agreement and all orders and judgments entered in connection therewith, and the Parties  
26 and their counsel submit to the jurisdiction of the Court for purposes of interpreting,  
27 implementing, and enforcing the settlement embodied in this Agreement and all orders and  
28 judgments entered in connection therewith.

**I. Class Size Estimates and Escalator Clause.**

84. Based on its records, Defendant estimated as of May 8, 2022, that there were approximately 265 Settlement Class Members who worked approximately 40,317 Workweeks during the Class Period. If the number of total Workweeks increases by more than ten percent (10%) for the Class Period, the Gross Settlement Amount shall increase proportionately by the percentage increase over ten percent (10%). For example, if the number of Workweeks increased by 11% above 40,317 Workweeks, Defendant agrees to increase the Gross Settlement Amount by 1%.

**IT IS SO STIPULATED.**

Dated: mayo 3, 2023, 2023

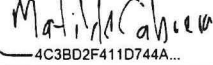
PLAINTIFF

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Blanca Garcia

Dated: May 3, 2023, 2023

PLAINTIFF

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Matilde Cabrera

Dated: \_\_\_\_\_, 2023

ACUSHNET COMPANY

By: \_\_\_\_\_

Roland Giroux  
 Executive Vice President, Chief Legal Officer

DS  
 BG

DS  


[illegible]

**IT IS SO STIPULATED.**

PLAINTIFF

Matilde Cabrera

PLAINTIFF

Matilde Cabrera

# ACUSHNET COMPANY

*Thomas D. Pacheco*  
~~Roland Giroux - Thomas D. Pacheco~~  
~~Executive Vice President, Chief Legal Officer -~~  
 Financial Officer

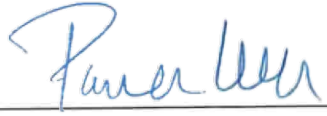
David E. Maher  
President and Chief Executive Officer

APPROVED AS TO FORM

Dated: May 4, 2023

PILLSBURY WINTHROP SHAW PITTMAN LLP

By:

  
Paula M. Weber  
Alekszandir Morton  
Attorneys for Defendant  
ACUSHNET COMPANY

Dated: , 2023

LAVI & EBRAHIMIAN, LLP

By:

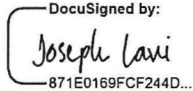
Joseph Lavi  
Vincent C. Granberry  
Courtney M. Miller  
Attorneys for Plaintiffs  
BLANCA GARCIA and MATILDE CABRERA

APPROVED AS TO FORM

Dated: \_\_\_\_\_, 2023 PILLSBURY WINTHROP SHAW PITTMAN LLP

By: \_\_\_\_\_  
Paula M. Weber  
Alekszandir Morton  
Attorneys for Defendant  
ACUSHNET COMPANY

Dated: May 4, 2023, 2023 LAVI & EBRAHIMIAN, LLP

By:  \_\_\_\_\_  
Joseph Lavi  
Vincent C. Granberry  
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