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7 Attorneys for Plaintiff
CHRISTIANA BUSH

8
9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN JOSE DIVISION

12
13 CHRISTIANA BUSH, on behalf of herself, all
others similarly situated, and the general public,

14 *Plaintiff,*

15 vs.

16 VACO LLC, a Tennessee limited liability
17 company; GOOGLE LLC., a Delaware limited
18 liability company; and DOES 1 to 50, inclusive,

19 *Defendants.*

Case No. 5:17-cv-05605-BLF

DECLARATION OF CHRISTIANA BUSH

Date: January 20, 2022
Time: 9:00 p.m.
Judge: Hon. Beth Labson Freeman
Place: Courtroom 3
280 South 1st St.
San Jose, CA 95113

Complaint filed: August 24, 2017
Trial Date: None Set

1 **DECLARATION OF CHRISTIANA BUSH**

2 I, Christiana Bush, declare as follows:

3 1. I am a resident of the State of California and am over 18 years of age. I am a named
4 plaintiff and am represented by the Setareh Law Group in *Bush v. Vaco LLC, et al.*, U.S. District Court
5 for the Northern District of California, Case No. 5:17-cv-05605-BLF. Except as otherwise stated, I have
6 personal knowledge of all matters set forth in this declaration and could and would competently testify
7 thereto if called upon to do so as a witness.

8 2. I make this declaration in support of Plaintiff’s Motion for Award of Attorneys’ Fees,
9 Reimbursement of Litigation Costs, and Enhancement Award.

10 3. I worked for Defendants VACO LLC and GOOGLE LLC (collectively, “Defendants”)
11 from May 12, 2014 to November 2015 as a non-exempt employee in California.

12 4. I understand that, as a class action representative, I have certain duties and responsibilities
13 to the members of the Settlement Class and believe that I have fairly represented their interests during the
14 entire course of this case.

15 5. My counsel provided me with information regarding class actions, how they work, and
16 what my duties would be as the class representative. I agreed to serve as a class representative in this
17 matter so that I could seek to recover damages and penalties on behalf of myself and others similarly
18 situated to me.

19 6. I understand that the Settlement in this case is subject to this Court’s approval to ensure
20 that it is in the best interest of the Settlement Class as a whole. I have no conflicts with the members of
21 the Settlement Class.

22 7. I understand that my attorneys are submitting an application to this Court for an
23 enhancement award to compensate me for my unique contributions to the success of this action in the
24 amount of \$7,500. This amount is only 0.5% of the total settlement amount of \$1,500,000. I believe this
25 amount is fair and reasonable compensation for my efforts in this case and the risks I have taken in
26 pursuing a fair recovery for the Settlement Class.

27 8. I have provided Defendants with a full release of any and all claims I may have against
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1 them. By agreeing to settle the case in the best interest of the Settlement Class, I have given up the right to
2 pursue individual claims relating to unpaid wages and penalties and recover substantially more in various
3 statutory penalties relating to the unpaid wages, interest, waiting time penalties, and paystub penalties.

4 9. As a class representative, I assumed a fiduciary role to the classes. I agreed to: (1)
5 consider the interests of the classes just as I would consider my own interests and, in some cases, to put
6 the interests of the classes before my own interests; (2) actively participate in the lawsuit, as necessary, by
7 among other things, answering interrogatories, producing documents to Defendant and giving depositions
8 and trial testimony, if requested; (3) travel to give such testimony; (4) recognize and accept that any
9 resolution of the lawsuit by dismissal or settlement, is subject to court approval, and must be designed in
10 the best interest of the classes as a whole; (5) follow the progress of the lawsuit and provide all relevant
11 facts to my attorneys; (6) champion many other people with similar claims and injuries because of the
12 importance of the case and the necessity that all class members benefit from the lawsuit; and (7) fight for
13 a resolution in which the individual recoveries to each class member, including me, may be relatively
14 small. I agreed to shoulder all of these responsibilities in exchange for a proportionate share of funds
15 made available for distribution to the class. I had no guarantee of an enhancement award. Including travel
16 time, I have spent over 40 hours of my time in connection with this case to date. The activities I have
17 performed have included, but have not been limited to: obtaining legal counsel, speaking with my legal
18 counsel on numerous occasions, both in person and over the phone, informing them of the terms and
19 conditions of my coworkers' employment, assisting them in gathering information, identifying the claims
20 brought in this case, gathering contact information from my former coworkers, gathering documents from
21 my employment with Defendants, and participating in a full-day mediation. I have also spent time
22 carefully reviewing the Settlement, and other case-related documents on my own and with my counsel to
23 make sure that the Settlement and other work my attorneys performed are in the best interest of the class.
24 Since the Court granted the preliminary approval of the Settlement, I have regularly contacted my counsel
25 to follow the progress of the case.

26 10. Further, my counsel have advised me of the possibility that, if the case was lost, I could
27 have been ordered to pay Defendants' costs and even attorneys' fees in this case, which could have been
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1 thousands of dollars by the end.

2 11. Because I filed this lawsuit, there is a public record at the Court showing that I brought a
3 class action lawsuit against my former employer. The payment to me of the enhancement award of
4 \$7,500 is not equal to the harm to my future career prospects that this case may cause me.

5 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
6 true and correct.

7 Executed on 11/21/2021, at Mountain View, California.

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10 Christiana Bush

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