

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement (this “Settlement” or “Agreement”) is made by and between plaintiff Christiana Bush, individually and on behalf of all others similarly situated (“Plaintiff”), and defendants Vaco LLC (“Vaco”) and Google LLC (“Google”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action titled *CHRISTIANA BUSH, on behalf of her herself, all others similarly situated, and the general public, Plaintiff, vs. VACO LLC, a Tennessee limited liability company; GOOGLE LLC, a Delaware corporation; and DOES 1 to 50, inclusive, Defendants*, pending before the United States District Court for the Northern District of California, Case No. 5:17-cv-05605.
- B. “Agreement” or “Settlement Agreement” means this Class and Collective Action Settlement Agreement.
- C. “CAFA Notice” means the notice of the Settlement that Defendants will give pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 *et seq.* (“CAFA”), as evidenced by Exhibit F to this Settlement.
- D. “California Class” means all members of the Expedition CA Subclass and OAOS/CBT California Subclass.
- E. “California Class Members” means all members of the California Class.
- F. “Classes” means the California Class and the Expedition FLSA Class.
- G. “Class Counsel” means Shaun Setareh, Thomas Segal, and William M. Pao of Setareh Law Group.
- H. “Class Counsel Fees and Expenses Payment” means the amount awarded to Class Counsel by the Court to compensate them for the services they have rendered and will render to Plaintiff and the Classes in the Action, and any expenses they have incurred, in connection with the Covered Claims, including their pre-filing investigation, their commencement of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- I. “Class Notice” means the Notices of Proposed Settlement, Conditional Certification of the Settlement Classes, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval as evidenced by Exhibits A and C to this Agreement and incorporated by reference into this Agreement. Exhibit A shall be sent to California Class Members and Exhibit C shall be sent to FLSA Class Members.

- J. “Class Members” means members of either the California Class or the Expedition FLSA Class or both.
- K. “Class Notice Packet” means the Class Notices (Exhibit A to this Agreement), the Notices of Estimated Settlement Award (Exhibit B to this Agreement), and the Consent to Join Settlement for Expedition FLSA Class Members (Exhibit C to this Agreement). The Class Notice Packet sent to California Class Members shall consist of Exhibits A and B to this Agreement, and the Class Notice Packet sent to FLSA Class Members shall consist of Exhibits A, B, and C to this Agreement.
- L. “Class Representative Payment” means the special payment made to Plaintiff in her capacity as Class Representative to compensate her for initiating and pursuing the Covered Claims, undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the release described in section III.F.1 of the Settlement.
- M. “Consent to Join Settlement Form” means the form that Expedition FLSA Class Members must submit in order to opt into this Settlement and be eligible to receive a Settlement Share, as evidenced by Exhibit C to this Agreement.
- N. “Court” means the United States District Court for the Northern District of California.
- O. “Covered Claims” means the claims that arise out of or relate to the allegations in the Action.
- P. “Covered Workweeks” means the number of workweeks that a Class Member worked for Defendants in a position covered by the Settlement during the relevant time period.
- Q. “Effective Date” means the date by which all of the following have occurred:
1. Defendants (individually or collectively) have not voided this Settlement pursuant to section III.E.7;
 2. the Court enters the Judgment; and
 3. the Judgment becomes Final.
- R. “Expedition CA Subclass” means all persons employed by Vaco in California who were assigned to work at Google in any of the roles of Expedition Associate and/or Expedition Team Lead, at any time from August 12, 2013 through the date of preliminary court approval of the Settlement.
- S. “Expedition FLSA Class” means all persons employed by Vaco in the United States, who were assigned to work at Google in the position of Expedition Associate and/or Expedition Team Lead at any time from August 12, 2014 through the date of preliminary court approval of the Settlement.

- T. “Final” means that the Settlement has been finally approved by the Court, and either (1) the Ninth Circuit Court of Appeals has rendered a final judgment affirming the Court’s final approval without material modification and the date for further appeal has passed without further appeal; (2) the Ninth Circuit Court of Appeals has rendered a final judgment affirming the Court’s final approval without material modification and the further appeals have been resolved without material modification of the final approval order; or (3) the applicable date for seeking appellate review of the Court’s final approval of the Settlement has passed without a timely appeal or request for review having been made.
- U. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement.
- V. “FLSA Class Members” or “Expedition FLSA Class Members” means all members of the Expedition FLSA Class.
- W. “Google’s Counsel” means Zachary P. Hutton, Eric D. Distelburger, and Paul A. Holton of Paul Hastings LLP.
- X. “Judgment” means the Order Granting Final Approval of Class and Collective Action Settlement and Entering Final Judgment entered by the Court in substantially the same form evidenced by Exhibit H to this Agreement and incorporated by reference into this Agreement.
- Y. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for (a) the Class Representative Payment; (b) the Class Counsel Fees and Expenses Payment; (c) the Settlement Administrator’s fees and expenses; and (d) any amounts not claimed by FLSA Class Members under section III(E)(12) below.
- Z. “Notices of Estimated Settlement Award” means the form that Class Members will receive that describes their estimated Settlement Shares, as evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- AA. “OAOS/CBT California Subclass” means all persons employed by Vaco in California who were assigned to work at Google in any of the roles of Order Audit Operation Specialist or Content Bug Technician, at any time from August 12, 2013 through the date of preliminary court approval of the Settlement.
- BB. “Participating Class Members” means all California Class Members who do not timely and validly elect not to participate in the Settlement, and all Expedition FLSA Class Members who timely submit a claim form consenting to join the collective action and be bound by the Settlement.
- CC. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties all agree. An award by the Court of lesser amounts

than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

- DD. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.
- EE. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- FF. “Settlement Share” means the portion of the Net Settlement Amount allocable to each Class Member as provided by this Agreement.
- GG. “Total Settlement Amount” means the total maximum amount to be paid by Vaco as provided by this Agreement. The Total Settlement Amount is \$1,500,000 (One Million Five Hundred Thousand Dollars). The Total Settlement Amount will cover: (a) all settlement payments to Class Members eligible for settlement payments; (b) Plaintiff’s Class Representative Payment; (c) Class Counsel’s attorneys’ fees and expenses (including all attorneys’ fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, attending to the administration of the Settlement, and obtaining a dismissal of the Action); and (d) the Settlement Administrator’s fees and expenses.
- HH. “Vaco’s Counsel” means Daniel B. Chammas and Min K. Kim of Ford & Harrison LLP.

II. RECITALS

- A. On August 24, 2017, Plaintiff commenced the Action, asserting claims on an individual and putative class and collective basis for alleged violations of California Labor Code sections 201-204, 223, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and the California Business and Professions Code section 17200, *et seq.*, and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. section 201, *et seq.* Plaintiff contends that Defendants failed to: (1) provide meal periods; (2) provide rest periods; (3) pay minimum and overtime wages; (4) indemnify necessary business expenditures; (5) provide accurate written wage statements; and (6) pay all wages due at the time of separation. In addition, Plaintiff asserted that Defendants engaged in unlawful business practices.
- B. On September 27, 2017, Defendants removed the Action to the United States District Court for the Northern District of California, where it was assigned Case No. 5:17-cv-05605.
- C. On October 31, 2017, Plaintiff filed a First Amended Complaint (“FAC”), adding claims under the California Labor Code Private Attorneys General Act (“PAGA”).

- D. On May 2, 2018, the Court dismissed Plaintiff's FAC with leave to amend, except that Plaintiff's PAGA cause of action was dismissed without leave to amend.
- E. On May 23, 2018, Plaintiff filed a Second Amended Complaint ("SAC"), dropping her PAGA claim, but keeping all other causes of action.
- F. On December 3, 2018, the Court dismissed Plaintiff's SAC with leave to amend.
- G. On January 23, 2019, Plaintiff filed a Third Amended Complaint ("3AC").
- H. On July 22, 2019, the Court dismissed Plaintiff's 3AC with leave to amend in part and without leave to amend in part.
- I. On August 12, 2019, Plaintiff filed a Fourth Amended Complaint.
- J. On August 31, 2020, the Parties participated in a mediation presided over by Tripper Ortman, Esq. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Action and agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Agreement entered into at the mediation and any other agreements, understandings, or representations between the Parties.
- K. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that any of Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the Class on any of those claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.
- L. On February 22, 2021, Plaintiff filed a Fifth Amended Complaint naming Vaco and Google as the Defendants for purposes of effecting this Settlement.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount is \$1,500,000 (One Million Five Hundred Thousand Dollars). The Total Settlement Amount will cover: (a) all settlement payments to Class Members eligible for settlement payments; (b) Plaintiff's Class Representative Payment; (c) Class Counsel's attorneys' fees and expenses (including all attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, attending to the administration of the Settlement, and obtaining a dismissal of the Action); and (d) the Settlement Administrator's fees and expenses.

B. **Settlement Shares.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to Participating Class Members as follows:

1. **Calculation.** The Settlement Administrator will calculate each Participating Class Member's Settlement Share based on the following formula: Participating Class Member will receive a payment equal to the Net Settlement Amount times the ratio of (i) the number of Covered Workweeks that he or she worked to (ii) the total number of Covered Workweeks worked by all Class Members. For the California Class, the number of Covered Workweeks will be measured from August 12, 2013 to the date of preliminary court approval of the Settlement; for the Expedition FLSA Class, the number of Covered Workweeks will be measured from August 12, 2014 to the date of preliminary court approval of the Settlement. Where there is overlap between the two classes, members of the Expedition FLSA Class and Expedition CA Subclass shall not have their workweeks double-counted.

For purposes of the estimated Settlement Share reported to Class Members in the Notice of Estimated Settlement Award, the Settlement Administrator will calculate each Class Member's Settlement Share assuming that no California Class Members opt out of, or request exclusion from, the Settlement, and assuming that all FLSA Class Members opt in to the Settlement.

2. **Effect of California Class Members Who Opt Out of Settlement.** A California Class Member who timely and validly opts out of the Settlement by submitting a signed letter requesting exclusion from the Settlement will not participate in or be bound by the Settlement; will not receive a Settlement Share; and will not be included with those other Class Members counted for purposes of the calculation of Settlement Shares. The Settlement Share that otherwise would have been payable to such Class Member will be retained in the Net Settlement Amount for distribution to all other Class Members. If a member of the Expedition CA Subclass opts out of the Settlement, then that individual is excluded from the Settlement entirely and may not submit a Consent to Join Settlement Form as part of the Expedition FLSA Class.
3. **Effect of Expedition FLSA Class Members Who Do Not Opt Into the Settlement.** An Expedition FLSA Class Member who fails to timely and validly opt into the Settlement by submitting a Consent to Join Settlement Form within 45 days of the date of the notice will not participate in or be bound by the Settlement; will not receive a Settlement Share; and will not be included with those other Class Members counted for purposes of the calculation of Settlement Shares. However, if the Expedition FLSA Class Member is also a California Class Member and has not opted out of the Settlement, failure to timely submit a valid Consent to Join Settlement Form

shall only operate to exclude the recovery of that portion of the Settlement Share attributable to his or her Covered Workweeks worked outside of California. The Settlement Share that otherwise would have been payable to such Class Member will either revert to Vaco or be retained in the Net Settlement Amount for distribution to all other Class Members, subject to section III.E.12.

4. **Tax Treatment.**

a. The Settlement Shares of California Class Members shall be reported to taxing authorities as follows:

(i) One-third of each Settlement Share (the “Wage Portion”) is intended to settle each Participating Class Member’s claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Participating Class Member a Form W-2 with respect to the Wage Portion. The employer’s share of legally required payroll taxes for the Wage Portion will be paid by Defendants directly and not out of the Total Settlement Amount.

(ii) Two-thirds of each Settlement Share (the “Non-Wage Portion”) is intended to settle each Participating Class Member’s claims for all interest and penalties. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Participating Class Member a Form 1099 with respect to the Non-Wage Portion.

b. The Settlement Shares of Expedition FLSA Class Members shall be reported to taxing authorities as follows:

(i) Fifty percent of each Settlement Share (the “Wage Portion”) is intended to settle each Participating Class Member’s claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Participating Class Member a Form W-2 with respect to the Wage Portion. The employer’s share of legally required payroll taxes for the Wage Portion will be paid by Defendants directly and not out of the Total Settlement Amount.

(ii) Fifty percent of each Settlement Share (the “Non-Wage Portion”) is intended to settle each Participating Class

Member's claims for all liquidated damages. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Participating Class Member a Form 1099 with respect to the Non-Wage Portion.

C. **Payments to Plaintiff, Class Counsel, and Settlement Administrator.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Total Settlement Amount as follows:

1. **To Plaintiff:** In addition to Plaintiff's Settlement Share, Plaintiff will apply to the Court for an award of not more than \$7,500 as Plaintiff's Class Representative Payment in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the release provided for in section III.F.1 of this Agreement. Defendants will not oppose a Class Representative Payment of \$7,500 to Plaintiff. The Settlement Administrator will pay the Class Representative Payment approved by the Court (but not more than \$7,500) out of the Total Settlement Amount. If the Court approves a Class Representative Payment of less than \$7,500, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Class Representative Payment, and instead a Form 1099 will be issued to Plaintiff with respect to this payment.
2. **To Class Counsel:** Class Counsel will apply to the district court for an award of not more than \$500,000 for attorneys' fees (one-third (1/3) of the Total Settlement Amount) and not more than \$40,000 for expenses as their Class Counsel Fees and Expenses Payment, and Defendants will not oppose their request. If the Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount. Defendants will issue to Class Counsel a Form 1099 with respect to the awarded attorneys' fees and costs, and Class Counsel beforehand will provide Defendants or the Settlement Administrator (as applicable) with a completed Form W-9.
3. **To the Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court. In the event that the Settlement is not finally approved, Defendants will pay the Settlement Administrator's reasonable fees incurred as of that time.

D. **Appointment of Settlement Administrator.** The Parties will ask the Court to appoint Phoenix Settlement Administrators to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement

Administrator's duties will include creating and maintaining a static website for this Settlement where it shall upload and host all the documents that have been filed in this matter, including this Agreement; preparing, printing, and mailing the Class Notice Packet to the Class Members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; receiving California Class Member opt-outs from the Settlement; receiving Expedition FLSA Class Member opt-ins to the Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of California Class Member opt-outs and Expedition FLSA Class Member opt-ins from the Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; preparing Form 1099s and completing required reports to tax authorities; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Class Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Total Settlement Amount.

E. Procedure for Approving Settlement.

1. **Prior to Motion for Preliminary Approval.** Prior to moving for preliminary approval of the Settlement, the Parties will file a stipulation to allow Plaintiff to amend the Fourth Amended Complaint so that Plaintiff may replace all of the Vaco entities currently named as defendants with Vaco LLC.
2. **Motion for Preliminary Approval.**
 - a. After Plaintiff files an amended complaint, the Parties will file a joint motion (the "Motion for Preliminary Approval") with the Court for an order granting Preliminary Approval of the Settlement, conditionally certifying the California and Expedition FLSA Classes, setting a date for the Final Approval Hearing, and approving and authorizing the dissemination of the Class Notice Packets.
 - b. Within ten (10) days of the Parties filing the Motion for Preliminary Approval, Defendants will, pursuant to CAFA, mail the CAFA Notice to the Attorney General of the United States and the appropriate state official in each state in which a Class Member resides at the time of notice.
 - c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit

an order granting the motion in the form evidenced by Exhibit E to this Agreement.

- d. Should the Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Court of lesser amounts than sought for the Class Representative Payment or the Class Counsel Fees and Expenses Payment will not be a material modification of the Settlement.
3. **Notice to Class Members.** After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the appropriate Class Notice Packet (which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement, the Notice of Estimated Settlement Award, and, if applicable, the Consent to Join Settlement Form) as follows:
- a. Within thirty (30) days after the Court enters its order granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator the following information for each Class Member: name, last known address and telephone number (if any), Social Security number, along with number of workweeks that he or she worked in a position in the California Class and/or the Expedition FLSA Class, as reflected in Defendants' records during the relevant period. If any or all of the Class Members' data are unavailable to Defendants, Defendants will use best efforts to deduce or reconstruct the Class Members' data prior to when it must be submitted to the Settlement Administrator; approximations or averages may be used. This information will otherwise remain confidential and will not be disclosed to anyone, except in order to carry out the efforts described in section III.D and to disseminate the applicable Class Notice Packet pursuant to this Agreement, or pursuant to Defendants' express written authorization or by order of the Court.
 - b. Within 15 days after receiving the Class Member information from Defendants, the Settlement Administrator will send each Class Member notice of the Settlement, a Notice of Estimated Settlement Award including the estimated Settlement Share that the Class Member may qualify to receive, and, with respect to each Expedition FLSA Class Member, the Consent to Join Settlement. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.

- c. If a Class Notice Packet is returned because of an incorrect address and no forwarding address is affixed thereto, the Settlement Administrator will promptly, and not later than five (5) business days from receipt of the returned packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Members' data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Class Counsel and Defendants' Counsel will be entitled to receive from the Settlement Administrator any updated address information about a Class Member as the Settlement Administrator obtains such information.
 - d. Each week, the Settlement Administrator will provide to Class Counsel and Defendants' Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of any opt-outs, opt-ins, and/or objections to the Settlement.
4. **Objections to Settlement; Opt-outs from Settlement by California Class Members; Opt-ins to Settlement by Expedition FLSA Class Members.** Class Members may submit objections to the Settlement, California Class Members may opt out of the Settlement, and Expedition FLSA Class Members may opt into the settlement pursuant to the following procedures:
 - a. **Objections to Settlement.** Class Members who wish to object to any term of the Settlement must mail his or her objection to the Settlement Administrator not later than 45 days after notice of the Settlement was mailed or, with respect to the Class Representative Payment or the Class Counsel Fees and Expenses Payment, by the deadline for opposing a motion for an award of those payments. The Settlement Administrator shall, within two (2) business days of receipt, serve any objection(s) received on Class Counsel and Defendants' Counsel. Class counsel shall then promptly file all such objections with the Court. Defendants' Counsel and Class Counsel

shall file and serve any responses to objections no later than fourteen (14) calendar days prior to the Final Approval hearing. To be valid, any objection must: (1) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than forty-five (45) days after the Settlement Administrator originally mails the Class Notice Packets. The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing. Class Members who do not submit written objections in the manner and by the deadline specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement or other related matters.

- b. **FLSA Opt-Ins.** Expedition FLSA Class Members will have 45 days after the Consent to Join Settlement Form is mailed to complete and submit a claims form. Expedition FLSA Class Members who do not submit a Consent to Join Settlement Form by the deadline will be foreclosed from and be deemed to have waived any right to participate in the Action and the Settlement to the extent of any hours they have worked outside of California as Expedition Team Leads or Expedition Associates during the Covered Workweeks.
- c. **Request for Exclusion.** The Class Notice will provide that California Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a signed letter requesting exclusion from the Settlement ("Exclusion Letter"), postmarked no later than 45 days after the Settlement Administrator originally mails the Class Notice Packets. The Exclusion Letter must include the Class Member's name, the last four (4) digits of the Class Member's Social Security number, the Class Member's signature, and the following statement or a substantively similar statement: "I request to be excluded from the class action Settlement in the matter of *Bush v. Vaco LLC*, Case No. 5:17-cv-05605, United States District Court for the Northern District of California." If a question is raised about the authenticity of an Exclusion Letter, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who timely submits a valid Exclusion Letter will not participate in or be bound by the Settlement and the Judgment, will not be entitled to any payment from the Settlement, and will not have any right to object to, appeal from, or comment on the Settlement. A Class Member who does not complete and mail a valid Exclusion Letter in

Settlement in the manner and by the deadline specified above will automatically be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Court, and by the Judgment.

- d. **Report.** Not later than ten (10) days after the deadline for submission of opt-outs and opt-ins to the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of objections, opt-outs submitted by California Class Members, and opt-ins submitted by FLSA Class Members.
5. **Resolution of Disputes.** If a Class Member disputes the Covered Workweeks shown on his or her Notice of Estimated Settlement Award, the Class Member must submit a dispute to the Settlement Administrator by returning the Notice of Estimated Settlement Award with the information that he or she contends is incorrect and including with the sheet any documentation the Class Member has to support his or her contention. Any such dispute must be postmarked no later than forty-five (45) days after the Settlement Administrator originally mails the Class Notice Packets. The Settlement Administrator shall notify counsel for the Parties of any disputes. In the event of such a dispute, Defendants will have the right to review their respective payroll, personnel, or other records to verify the correct information. The Parties shall meet and confer in an effort to resolve any disputes and shall notify the Settlement Administrator of their decision. If a dispute cannot be resolved, unless the Class Member presents convincing evidence proving that he or she worked more Covered Workweeks than shown by Defendants' records, the Class Member will be paid based on Defendants' records. To the extent that an individual who was not included on the list of Class Members that Defendants provided to the Settlement Administrator self-identifies as a Class Member, such individual must present evidence to the Settlement Administrator establishing the Covered Workweeks that he or she contends to have worked for Defendants as a Class Member no later than forty-five (45) days after the Settlement Administrator originally mails the Class Notice Packets, and the individual's claim will be resolved pursuant to the dispute procedure set forth in this paragraph. The resolution of disputes pursuant to the dispute procedure set forth in this paragraph will be final, binding on the Parties and the Class Member, and non-appealable.
6. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to opt into the Settlement, object to the Settlement, appeal from the Judgment, or opt out of the Settlement.
7. **Right of Defendants to Reject Settlement.** If five percent (5%) or more of the California Class Members, or a number of California Class Members whose Settlement Shares represent five percent (5%) or more of the total of

all Settlement Shares, validly elect not to participate in the Settlement, Defendants (individually or collectively) will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Defendants must exercise this right within 15 days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs. If Defendants do not exercise the right to rescind the Settlement based on the number of California Class Members who elect not to participate in the Settlement, Plaintiff will move for final approval of the Settlement, and Plaintiff will separately move for an award of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to the Settlement, which Defendants will not oppose.

8. Additional Briefing and Final Approval.

- a. Not later than fifteen (15) days before the Final Approval Hearing, the Parties jointly will file with the Court a motion for final approval (including a determination that Defendants complied with CAFA with respect to the CAFA notice) of the Settlement, payment of the Settlement Administrator's reasonable fees and expenses, and Plaintiff will file a motion for awards of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement.
- b. Not later than fourteen (14) days before the Final Approval Hearing, Plaintiff and/or the Parties jointly may file a reply in support of the motion for final approval of the Settlement to the extent that any opposition to the motion is filed.
- c. If the Court does not grant final approval of the Settlement, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Total Settlement Amount, except that Defendants will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be a material modification of the Settlement; although Plaintiff maintains the right to appeal any such reduction. In the event that the Court awards a lesser-than-sought Class Representative Payment or Class Counsel Fees and Expenses Payment, the difference between the amounts awarded and sought will not revert back to Defendants but will revert to the Net Settlement Amount.

- d. Together with the motion for final approval, Plaintiff will present a proposed Judgment to the Court for its approval and entry, in substantially the form evidenced by Exhibit F to this Agreement. After entry of the Judgment, the Court will have continuing jurisdiction over the Settlement solely for purposes of enforcing this Agreement.
9. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement, Expedition FLSA Class Members who timely opted in to this Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Court to award the full Class Representative Payment or the Class Counsel Fees and Expenses Payment sought by them; however, such an order or affirmance of such an order will not entitle Plaintiff, Participating Class Members, or Defendants to avoid the Settlement. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.
10. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendants (individually or collectively) will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.
11. **Timing of Settlement Payments.** Within three (3) days after the Settlement becomes Final, as defined in this Agreement, the Settlement Administrator will provide Vaco with wire transfer information. Within

twenty (20) days after the Settlement Administrator provides Vaco with wire transfer information, Vaco will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within seven (7) days thereafter, the Settlement Administrator will pay to Class Members the Settlement Shares; to Plaintiff, the Class Representative Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the Settlement Administrator, its reasonable fees and expenses.

12. **Reversion of Non-Participating Expedition FLSA Class Members' Settlement Shares.** Estimated Settlement Shares are calculated assuming that all Expedition FLSA Class Members opt into the Settlement. However, Settlement checks will only be sent to Participating Class Members. For those Expedition FLSA Class Members who do not consent to join the action and participate in the Settlement by submitting a claim form, the Settlement Administrator shall return to Vaco the money attributable to the checks for those Expedition FLSA Class Members. However, this reversion shall not exceed 10% of the Total Settlement Amount, meaning that for example if the Total Settlement Amount remains at \$1,500,000, no more than \$150,000 will return to Vaco. Any reversion amount in excess of 10% will remain in the Net Settlement Amount.

13. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's Settlement Share check is not cashed within one hundred and twenty (120) days after its last mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a Class Member fails to cash the check for his or her Settlement Share within one hundred and eighty (180) days after it is mailed to him or her, subject to Court approval, the Settlement Administrator will cancel the check(s) and distribute those funds to the Law Foundation of Silicon Valley as a *cy pres* recipient. One hundred and ninety (190) calendar days after mailing the last settlement check to Class Members, the Settlement Administrator shall submit a declaration, through Class Counsel, to the Court reporting: (1) the amount of unclaimed settlement funds remaining; and (2) the efforts made by the Settlement Administrator to have the Class Members to whom such funds belong cash their Settlement Checks. Thereafter, only if the Court approves distribution of the unclaimed funds to the *cy pres* recipient shall the Settlement Administrator do so.

F. Release and Waiver of Claims.

1. **Plaintiff.** In consideration of Plaintiff's awarded Class Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final, Plaintiff releases any and all known and unknown claims against Vaco and Google and any of their present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, members, shareholders and agents, and any other successors, assigns and legal representatives and their related persons and entities (collectively, "Released Parties"), and waives the protection of California Civil Code section 1542.
2. **California Class Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all California Class Members (other than those California Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against Vaco, Google and the Released Parties based on the facts alleged in the operative complaint, including that from August 12, 2013 through the date on which the Court grants preliminary approval of the Settlement, Defendants failed to provide meal periods; provide rest periods; pay hourly wages; pay overtime compensation; indemnify employees for business expenses; provide accurate itemized wage statements; and pay all wages due to discharged and quitting employees. The released claims include but are not limited to claims brought under California Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Orders. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code and any other related state or municipal law; relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest, and waives the protection of California Civil Code section 1542 with respect to such claims (the "California Class Members' Released Claims").
3. **Expedition FLSA Class Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all employees who are Expedition FLSA Class Members who timely submitted Consent to Join Settlement Forms release any and all known and unknown claims against Vaco, Google and the Released Parties that arise out of the allegations that, from August 12, 2014 through the date on which the Court grants preliminary approval of the Settlement, Defendants failed to pay for all hours worked; failed to pay overtime wages; and failed to keep accurate records of all hours worked. The released claims include but are not limited to claims under the Fair Labor Standards Act (FLSA), 29 U.S.C. §§ 201 et seq., and any similar federal, state, municipal or local laws. Such claims

include claims for wages, statutory or civil penalties, liquidated damages, interest, other relief, and claims for attorneys' fees and costs (the "Expedition FLSA Class Members' Released Claims").

4. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys' fees and/or expenses related to the Covered Claims, other than those specified in this Agreement.
5. **Waiver of Known and Unknown Claims.** Plaintiff and the Class Members have released claims, as provided for in sections III.F.1 and III.F.2 that include all such respective claims, whether known or unknown by the releasing party. Thus, even if Plaintiff or the Class Members discover facts in addition to or different from those that she or they now know or believe to be true with respect to the subject matter of their respective claims, those claims will remain released and forever barred. Therefore, with respect only to those respective released claims, Plaintiff and the Class Members expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Class Members, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Confidentiality.** Except as noted below, Plaintiff and her attorneys will not publicize or make any statements about this case, this Settlement, or the results obtained to anyone (including statements on the internet, social media, any other electronic statements to anyone, or any press or other media releases or any communication with the press or media). Plaintiff and her attorneys will be able to communicate about the Settlement to family members, clients, Class Members, financial advisors, retained experts, and vendors. Plaintiff and her attorneys will also be able to make any statements or court filings reasonably necessary to finalize and obtain approval of the Settlement from any court. Plaintiff's counsel may also make statements that involve a general description of this case, including the result obtained, anywhere, including the internet, as long as such description does not include the names of any parties, including Vaco and Google, and such description does not include any facts or descriptions that would allow a reasonable person to identify either Defendant. If, before the filing of the Motion for Preliminary Approval, Plaintiff or her attorneys, in violation of this paragraph, disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of

the Settlement except as required by law or to effect the Settlement, Defendants (individually or collectively) may rescind the Settlement, rendering it null and void.

I. **Class Size/Escalator.** Vaco represents that the total number of Covered Workweeks is approximately 10,061 workweeks, consisting of 1,752 exempt employee workweeks and 8,309 non-exempt employee workweeks. If the actual number of Covered Workweeks is ten percent (10%) or more greater than the aggregate of 1,752 exempt employee workweeks and 8,309 non-exempt employee workweeks, the Total Settlement Amount will increase on a pro-rata basis equal to the increase in class size (e.g. if the actual workweeks for exempt employees and non-exempt employees were 15% greater than 10,061 workweeks, the Total Settlement Amount will increase by 15%).

J. **Miscellaneous Terms.**

1. **No Admission of Liability.**

- a. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants, or an admission by Plaintiff that any of her claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. The Parties agree that the motion for preliminary approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only and if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (a) a class should be certified as Plaintiff proposed or (b) Defendants are liable to Plaintiff or the Classes as Plaintiff alleges.
- c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or

admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.
2. **Costs and Fees.** Except as otherwise provided in this Agreement, each of the parties shall bear his, her, or its respective attorneys' fees and costs.
3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. However, the Memorandum of Agreement may be introduced into evidence to prove the fact and terms of the Parties' Settlement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest, or by counsel for all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Covered Claims and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
9. **Authority to Act for Plaintiff.** Counsel for Plaintiff represent that they have full authority to accept this Agreement on behalf of Plaintiff and to bind Plaintiff to all of its terms and conditions.
10. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
11. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Shaun Setareh
Thomas Segal
Setareh Law Group
9665 Wilshire Blvd., Suite 430
Beverly Hills, California 90212
Telephone: (310) 888-7771
Facsimile: (310) 888-0109
shaun@setarehlaw.com
thomas@setarehlaw.com

To DEFENDANT VACO LLC

Daniel B. Chammas
Min K. Kim
Ford & Harrison LLP
350 South Grand Avenue, Suite 2300
Los Angeles, California 90071
Telephone: (213) 237-2400
Facsimile: (213) 237-2401
dchammas@fordharrison.com
mkim@fordharrison.com

TO DEFENDANT GOOGLE LLC

Zachary P. Hutton
Paul A. Holton
Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
zachhutton@paulhastings.com
paulholton@paulhastings.com

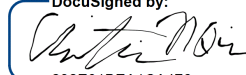
- 12. **Invalidity of Any Provision.** The Parties request that before declaring any provision of this Agreement invalid, the Court shall first attempt to construe all provisions as valid to the fullest extent possible consistent with applicable precedents.
- 13. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

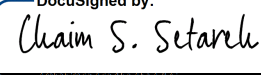
Dated: 8/19/2021

CHRISTIANA BUSH

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Dated: 8/19/2021

**SHAUN SETAREH
SETAREH LAW GROUP**

DocuSigned by:

By: Shaun Setareh
43B53C4C1D4B4A5...
Shaun Setareh
Attorneys for Plaintiff Christiana Bush

Dated: _____

VACO LLC

By: _____
Jay Hollomon
Vaco LLC

Dated: _____

**DANIEL CHAMMAS
FORD HARRISON LLP**

By: _____
Daniel Chammas
Attorneys for Defendant Vaco LLC

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The Parties and their counsel hereby execute this Agreement.

Dated: _____

CHRISTIANA BUSH

Dated: _____


**SHAUN SETAREH
SETAREH LAW GROUP**

By: _____

Shaun Setareh
Attorneys for Plaintiff Christiana Bush


Dated: 8/20/21

VACO LLC

By: 
Jay Holomon
Vaco LLC

Dated: 08/20/2021


**DANIEL CHAMMAS
FORD HARRISON LLP**

By: 

Daniel Chammas
Attorneys for Defendant Vaco LLC

Dated: 08/19/2021


**PETER COOPER
GOOGLE LLC**

By: 

Peter Cooper
Google LLC

8/19/2021
Dated: _____

**ZACHARY P. HUTTON
PAUL HASTINGS LLP**

DocuSigned by:

By: 67EE7199875B468...

Zachary Hutton
Attorney for Defendant
Google LLC