

**NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

To: All persons employed by Vaco LLC (“Vaco”) in California who were assigned to work at Google LLC (“Google”) in any of the roles of Order Audit Operation Specialist, Content Bug Technician, Expedition Associate, and/or Expedition Team Lead, at any time from August 12, 2013 through September 9, 2021 (“California Class Members”).

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 September 9, 2021 (“Expedition FLSA Class Members”)

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY VACO.

IF YOU ARE AN **EXPEDITION FLSA CLASS MEMBER WHO ONLY WORKED OUTSIDE OF CALIFORNIA** AND YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, THEN YOU DO NOT NEED TO DO ANYTHING FURTHER. IF YOU ARE A **CALIFORNIA CLASS MEMBER**, AND YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL TO THE SETTLEMENT ADMINISTRATOR A WRITTEN REQUEST FOR EXCLUSION, POSTMARKED NOT LATER THAN DECEMBER 6, 2021, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT AWARD AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH VACO IS CORRECT. IF THE NOTICE OF ESTIMATED SETTLEMENT AWARD IS INCORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE. IF YOU ARE A **CALIFORNIA CLASS MEMBER**, YOU DO NOT NEED TO DO ANYTHING FURTHER, AND YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT AT A LATER DATE IF THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT. IF YOU ARE AN **EXPEDITION FLSA CLASS MEMBER WHO WORKED OUTSIDE OF CALIFORNIA**, THEN YOU MUST TIMELY SUBMIT THE CONSENT TO JOIN SETTLEMENT FORM, POSTMARKED NOT LATER THAN DECEMBER 6, 2021, IN ORDER TO RECEIVE YOUR SHARE OF THE SETTLEMENT AT A LATER DATE IF THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF CALIFORNIA (THE “COURT”) ENTERED ON SEPTEMBER 9, 2021, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached between plaintiff Christiana Bush, (“Plaintiff”) and defendants Vaco LLC (“Vaco”) and Google LLC (“Google”) (Vaco and Google are, collectively, “Defendants”), in the class action pending in the Court (the “Action”) brought on behalf of the following individuals (the “Classes”):

1. All persons employed by Vaco in California who were assigned to work at Google in any of the roles of Order Audit Operation Specialist, Content Bug Technician, Expedition Associate, and/or Expedition Team Lead, at any time from August 12, 2013 through September 9, 2021 (the “California Class Members”).
2. 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 September 9, 2021 (the “Expedition FLSA Class Members”).

The Court has preliminarily approved the Settlement and conditionally certified the Classes for purposes of the Settlement only. You have received this notice because Vaco and Google’s records indicate that you are a [California Class Member (*or*) Expedition FLSA Class Member (*or*) California Class Member and an Expedition FLSA Class Member]. This notice is designed to inform you of how you can: (1) **object** to the Settlement; (2) **opt out of the Settlement** if you are a California Class Member; (3) **opt into the Settlement** if you are an Expedition FLSA Class Member; and (4) **provide corrected information** to the Settlement Administrator.

California Class Members: If the Settlement is finally approved by the Court, then, unless you opt out of the Settlement, the Settlement will be binding upon you and you will be paid your Settlement Share based upon your work performed in California.

Expedition FLSA Class Members Who Worked Outside of California: You must opt into the Settlement by filling out the “Consent to Join Settlement Form” enclosed with this Notice and timely submitting it to the Settlement Administrator in order to receive a Settlement Share and be bound by the Settlement with respect to the Expedition FLSA Class Members’ Released Claims. *

**This only applies to work performed outside of California as an Expedition Team Lead or Expedition Associate. Any such work performed in California is treated under the California Class. If you are a member of both classes and do not opt in, then you will not get that portion of your settlement share that is based on your time worked outside of California, but you will get that portion of your settlement share that is based on your time worked in California unless you opt out.*

WHAT IS THIS LAWSUIT ABOUT?

The Action, currently pending in the U.S. District Court for the Northern District of California, is 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, INC., a Delaware corporation; and DOES 1 to 50, inclusive, Defendants,*” Case No. 5:17-cv-05605.

In this Action, Plaintiff alleges 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.

Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims.

After good-faith negotiations, in which both sides recognized the risk of an uncertain outcome, Plaintiff and Defendants agreed to settle the claims in the Action that arise out of or relate to the allegations in the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that Plaintiff’s claims in the Action have merit or that they have any liability to Plaintiff or the proposed classes on those claims. On the contrary, Defendants deny any and all such liability, and maintain that they complied with all applicable laws.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within one or both of the following definitions:

1. **California Class Members:** All persons employed by Vaco in California who were assigned to work at Google in any of the roles of Order Audit Operation Specialist, Content Bug Technician, Expedition Associate, and/or Expedition Team Lead, at any time from August 12, 2013 through September 9, 2021.
 - a. California Class Members assigned to work as Expedition Associates and/or Expedition Team Leads in California at any time from August 12, 2013 through September 9, 2021 are also part of the “**Expedition CA Subclass.**”
2. **Expedition FLSA Class Members:** 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 September 9, 2021.

Vaco’s records indicate that you are a [**California Class Member (or) Expedition FLSA Class Member (or) California Class Member and an Expedition FLSA Class Member**].

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

Vaco will pay a maximum of \$1,500,000 as the Total Settlement Amount. The Total Settlement Amount will fund all payments to be made under the Settlement.

The “Net Settlement Amount” is the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for the Class Representative Payment, the Class Counsel Fees and Expenses Payment, the Settlement Administrator’s reasonable fees and expenses, and any other fees or expenses (other than attorneys’ fees and expenses) incurred in implementing the terms of this Settlement as approved by the Court.

Out of the Net Settlement Amount, Vaco will pay a Settlement Share:

- a. to each California Class Member who does *not* timely submit an Exclusion Letter;
- b. to each Expedition FLSA Class Member who timely submits a Consent to Join Settlement form.

The Settlement Administrator will calculate each Class Member's Settlement Share based on the following formula: Each 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 Covered Workweeks worked by all California Class Members and the Expedition FLSA Class Members combined. The Covered Workweeks worked in California by the California Class will be measured from August 12, 2013 to September 9, 2021. The Covered Workweeks worked outside of California by the Expedition FLSA Class will be measured from August 12, 2014 to September 9, 2021. Where there is overlap between the two classes – i.e., the time worked in California by the Expedition CA Subclass from August 12, 2014 to September 9, 2021 – such workweeks will *not* be double-counted but only counted once as time worked by the California Class Members.

The Settlement Share for a Class Member will depend on the number of workweeks the Class Member worked in a position covered by the Settlement during the covered period (if any) and the amounts awarded by the Court for the payments to Plaintiff, Class Counsel, and the Settlement Administrator.

An approximation of your Settlement Share appears on your Notice of Estimated Settlement Award accompanying this Notice, further broken down into the amounts payable to you as a California Class Member and/or an Expedition FLSA Class Member, as may apply to you. Your actual Settlement Share(s) may be more or less once awarded. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT (*CALIFORNIA CLASS MEMBERS*)?

As a member of the California Class, you will be included in the Settlement and receive your proportional share of the Settlement based upon the number of weeks you worked in California for Defendants from August 12, 2013 to September 9, 2021 unless you opt out from the Settlement, by mailing to the Settlement Administrator a signed letter requesting exclusion from the Settlement (“Exclusion Letter”), **postmarked no later than December 6, 2021**. The Exclusion Letter must include your name, address, telephone number, the last four digits of your Social Security number, your 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 you submit a signed Exclusion Letter by the deadline, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against Defendants.

HOW DO I INCLUDE MYSELF IN THE SETTLEMENT (*EXPEDITION FLSA CLASS MEMBERS WHO WORKED OUTSIDE OF CALIFORNIA*)?

If you are an Expedition FLSA Class Member who worked outside of California, then in order to be included in the Settlement and receive your proportional share of the Settlement based upon the number of weeks you worked outside of California for Defendants from August 12, 2014 to September 9, 2021, you must complete and mail to the Settlement Administrator a signed “Consent to Join Settlement” form, **postmarked no later than December 6, 2021**. A copy of the form is included in this notice packet. If you submit a completed Consent to Join Settlement form by the deadline, you will be included in the Settlement and receive your proportional share of the Settlement. If you do not timely submit your Consent to Join Settlement form, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against Defendants. If you are an Expedition FLSA Class Member and you are a member of a California Class, and don't opt in, you will not get that portion of your settlement share that is based on your time worked outside of California, but you will get that portion of your settlement share that is based on your time worked in California unless you opt out.

WHAT IF THE INFORMATION ON THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT AWARD IS INACCURATE?

The Court has appointed Phoenix Settlement Administrators to act as an independent Settlement Administrator and to resolve any dispute concerning the calculation of a Class Member's entitlement to a Settlement Share.

If you dispute the accuracy of any of the information used to calculate your Covered Workweeks shown on your enclosed Notice of Estimated Settlement Award, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Notice of Estimated Settlement Award to the Settlement Administrator **postmarked no later than December 6, 2021**. You should submit any documentary evidence that you have, along with the form. After consultation with you, Class Counsel, and Defendants, the Settlement Administrator will make a determination of the number of your Covered Workweeks, and that determination will be final, binding on you and Defendants, and non-appealable.

WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

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 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”) from August 12, 2013 through September 9, 2021 that were brought or could have been brought in the Action relating to the allegations that 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 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, the Industrial Welfare Commission Wage Orders, and the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* (the “California Class Members’ Released Claims”). Such claims include claims for statutory penalties, civil penalties, or other relief under the California Labor Code and FLSA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest.

Expedition FLSA Class Members: In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all FLSA Class Members who participate in the Settlement release any and all known and unknown claims against Vaco, Google, and the Released Parties from August 12, 2014 through September 9, 2021 that were brought or could have been brought in the Action relating to the allegations that Defendants failed to pay for all hours worked; failed to pay overtime wages; and failed to keep accurate records of all hours worked (“Expedition FLSA Class Members’ Released Claims”). 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.

WHAT ARE THE OTHER MATERIAL TERMS OF THE SETTLEMENT?

Class Representative Payment: Plaintiff will seek approval from the Court for a payment of \$7,500 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 general release as part of the Settlement. This payment, which will be paid in addition to Plaintiff’s Settlement Share, will be made out of the Total Settlement Amount.

Class Counsel Fees and Expenses Payment: As part of the final approval hearing, Class Counsel will request up to \$500,000 for attorneys’ fees (one-third (1/3) of the Total Settlement Amount of \$1,500,000) and not more than \$40,000 for their expenses incurred in connection with their work in this case. Defendants do not oppose these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys’ fees and expenses payment is finally approved by the Court. Class Counsel’s attorneys’ fees and expenses as approved by the Court will be paid out of the Total Settlement Amount.

Costs of Administration: The reasonable costs of administering the Settlement, including the Settlement Administrator’s fees and expenses, estimated to be no more than [\$ _____], will be paid out of the Total Settlement Amount.

Plaintiff and Class Counsel’s Support of the Settlement: Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Classes are not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?

A. Participating in the Settlement

1. **California Class Members:** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Vaco, Google, and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys’ fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and expenses.

2. **Expedition FLSA Class Members:** If you consent to join the Settlement (or are also a California Class Member who does not opt-out), Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. If you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Vaco, Google, and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

Consistent with Vaco and Google policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opts out of the Settlement.

- B. **Notice of Estimated Settlement Award:** The enclosed Notice of Estimated Settlement Award provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members participate and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Notice of Estimated Settlement Award (including your mailing address) is correct, you need not return the form. Any correction to the Notice of Estimated Settlement Award must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than** December 6, 2021. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.
- C. **Objecting to the Settlement:** If you do not timely submit an Exclusion Letter, you may object to the terms of the Settlement before final approval.

MAIL YOUR OBJECTION TO:

Bush v. Vaco LLC Settlement Administrator
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Any written objection must state your full name, address, and the dates of your employment at Vaco. Written objections to the Settlement must be mailed and postmarked by not later than **December 6, 2021**.

If you submit a timely written objection, you may also appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so, but only if you indicate in your objection that you intend to appear.

If the Court overrules your objection, you will be bound by the terms of the Settlement and receive a Settlement Share.

FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on January 20, 2022, at 9:00 a.m., in Courtroom 3 of the United States District Court for the Northern District of California, 280 S. 1st Street, San Jose, CA 95113, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payment and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you have submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.

THE LAWYERS FOR THE PARTIES

CLASS COUNSEL

SETAREH LAW GROUP
Shaun Setareh
Thomas Segal
9665 Wilshire Blvd., Suite 430
Beverly Hills, California 90212
Telephone: (310) 888-7771

VACO'S COUNSEL

FORD & HARRISON LLP
Daniel B. Chammas
Min K. Kim
350 South Grand Avenue, Suite 2300
Los Angeles, California 90071
Telephone: (213) 237-2400

GOOGLE'S COUNSEL

PAUL HASTINGS LLP
Zachary P. Hutton
Paul A. Holton
Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, California 94111

DO NOT TELEPHONE THE COURT OR VACO OR GOOGLE'S COUNSEL.

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation including the Settlement Agreement, may be examined online at the Settlement website, <http://www.phoenixclassaction.com/>, or at the Office of the Clerk, United States District Court for the Northern District of California, 280 S. 1st Street, San Jose, CA 95113, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator. Reference the *Bush v. Vaco LLC* Wage and Hour Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR VACO OR GOOGLE'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE OR THE SETTLEMENT ADMINISTRATOR AT (800) 523-5773.