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9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN JOSE DIVISION
13

14 CHRISTIANA BUSH, on behalf of herself, all
others similarly situated,

15 *Plaintiff,*

16
17 vs.

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

20 *Defendants.*
21
22

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

**DECLARATION OF TAYLOR MITZNER
RE: STATUS OF CLASS NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: January 20, 2022
Time: 9:00 a.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 TAYLOR MITZNER**

2 I, Taylor Mitzner, declare as follows:

3 1. I am the Case Manager at Phoenix Settlement Administrators (PSA), the Court-
4 appointed Class Action Settlement Administrator for *Christiana Bush v. VACO LLC, et al.* I have
5 personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify
6 competently to such facts.

7 2. PSA was selected by the Parties to provide notice of the Settlement and class
8 administration duties in this action. Pursuant to the Settlement Agreement for this matter, PSA was
9 responsible for (i) preparing, printing, and mailing the *Notice of Class Action Settlement, Settlement*
10 *Award Form, and Consent Form (for FLSA Class Members Only)* (herein referred to as the “Notice
11 Packet”); (ii) responding to inquiries from Class Members; (iii) determining the validity of opt-outs; (iv)
12 calculating the Net Settlement Amount and the Individual Settlement payments; (v) issuing the
13 Individual Settlement Payment checks and distributing them to Participating Class Members; (vi)
14 issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement check to Named
15 Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such
16 other tasks as set forth in the Agreement or as the Parties mutually agree or as the Court orders.

17 3. On October 12, 2021, PSA received a data file from Defense Counsel containing the first
18 and last names, last known mailing addresses, telephone numbers, Social Security numbers, hire and
19 termination dates, number of weeks worked during the Class Period, and job titles for each Class
20 Member during the Class Period. The final class list contained two hundred one (201) Class Members
21 representing 8,546 weeks worked. Specifically, sixty-five (65) were California Class Members, one
22 hundred thirty-five (135) were Expedition FLSA Class Members, and one (1) Class Member was
23 eligible for both Classes.

24 4. On October 22, 2021, PSA conducted a National Change of Address (NCOA) search in
25 an attempt to update the class list of addresses as accurately as possible. A search of this database
26 provides updated addresses for any individual who has moved in the previous four (4) years and notified
27 the U.S. Postal Service of their change of address.

28 5. On October 22, 2021, PSA mailed the Notice Packet via U.S. first class mail in English

1 only to all two hundred one (201) Class Members on the Class List. A true and correct copy of the
2 *Notice of Class Action Settlement* and *Settlement Award Form* mailed to all Class Members is attached
3 hereto as **Exhibit A**. Members of the Expedition FLSA sub-Class were also mailed a *Consent Form*, a
4 copy of which is attached hereto as **Exhibit B**.

5 6. As of the date of this declaration, twenty-four (24) Notice Packets have been returned to
6 PSA. One (1) Notice Packets were returned with a forwarding address and was promptly re-mailed. For
7 the twenty-three (23) Notice Packets returned without a forwarding address, PSA attempted to locate a
8 current mailing address using TransUnion TLOxp, one of the most comprehensive address databases
9 available for skip tracing. Of the twenty-three (23) Notice Packets that were skip traced, twenty- one
10 (21) updated addresses were obtained and the Notice Packet was promptly re-mailed to those Class
11 Members via first class mail.

12 7. As of the date of this declaration, two (2) Notice Packets are considered undeliverable as
13 an updated address could not be obtained by skip tracing.

14 8. As of the date of this declaration, PSA has received twenty-one (21) Opt-In's from
15 Expedition FLSA Class Members. The deadline for Expedition FLSA Class Members to submit an
16 Opt-In and participate in the settlement is December 6, 2021.

17 9. As of the date of this declaration, PSA has received zero (0) Opt-Out's. The deadline for
18 Class Members to submit an Opt-Out is December 6, 2021.

19 10. As of the date of this declaration, PSA has received zero (0) Objections to the
20 Settlement. The deadline for Class Members to submit an Objection to the Settlement is December 6,
21 2021.

22 11. As of the date of this declaration, PSA has not received any disputes from Class
23 Members.

24 12. On November 3, 2021, PSA was contacted by an individual who claimed to be an
25 eligible Class Member who was not included in the original data file. PSA immediately forwarded the
26 request to Defense Counsel. Upon further review of Defendant's records, it was determined that the
27 individual should be included. On November 8, 2021, PSA received the new Class Member's data and
28 included them in the Class List.

1 13. Once the response deadline has passed, PSA will submit an updated declaration with the
2 final number of responses received.

3 14. The Net Settlement Fund of \$945,250.00 available to pay Class Members was
4 determined by subtracting the Class Counsel attorneys' fees (\$500,000.00), Class Counsel costs payment
5 (\$40,000.00), Class Representative Enhancement Award (\$7,500.00), and the Claims Administrator
6 costs (\$7,250.00) from the Gross Settlement Fund (\$1,500,000.00).

7 15. The Expedition FLSA Class Members represent \$219,069.41 of the Net Settlement
8 Fund. As of the date of this declaration, \$46,528.98 of this amount has been claimed by Expedition
9 FLSA Class Members who submitted an Opt-In. Pursuant to the Agreement, Vaco will retain any
10 unclaimed FLSA funds up to 10% of the Total Settlement Amount.

11 16. Based upon the calculations stipulated in the Settlement and responses received as of the
12 date of this declaration, the highest individual settlement payment to be paid will be approximately
13 \$23,671.44, and the lowest individual settlement payment to be paid will be approximately \$92.11, with
14 the average individual settlement payment to be paid being approximately \$7,387.38, without applicable
15 taxes, withholdings, and employee garnishments. The approximate amounts stated in this declaration
16 will decrease if more Expedition FLSA Class Members submit an Opt-In before the response deadline.

17 17. PSA's costs associated with the administration of this matter are \$7,250.00. This includes
18 all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A
19 true and correct copy of the bid from PSA is attached hereto as **Exhibit C**.

20 I declare under the penalty of perjury of the laws of the State of California that the foregoing is
21 true and correct to the best of my knowledge.

22 Executed on November 22, 2021 in Orange, California.

23
24 
25 Taylor Mitzner
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27
28

Exhibit A

**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 «Class». 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 «**Class**».

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 \$7,250, 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

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VACO'S COUNSEL

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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/bush-v-vaco/>, or at the Office of the Clerk, United States District Court for the 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.

NOTICE OF ESTIMATED SETTLEMENT AWARD

CHRISTIANA BUSH V. VACO LLC, et al.
UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA
CASE NO. 5:17-cv-05605

IF YOU WANT TO RECEIVE A SHARE OF THE SETTLEMENT OF THE *BUSH V. VACO LLC* CLASS AND COLLECTIVE ACTION, REVIEW THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT AND OTHER INFORMATION IS CORRECT.

IF THIS INFORMATION IS CORRECT, DO NOT RETURN THIS SHEET.

CALIFORNIA CLASS MEMBERS: YOU WILL AUTOMATICALLY RECEIVE YOUR SETTLEMENT SHARE BASED UPON YOUR WEEKS WORKED IN CALIFORNIA FOR DEFENDANTS FROM AUGUST 12, 2013 THROUGH SEPTEMBER 9, 2021 UNLESS YOU OPT OUT OF THE SETTLEMENT.

EXPEDITION FLSA CLASS MEMBERS: YOU MUST *COMPLETE AND SIGN THE CONSENT TO JOIN SETTLEMENT FORM* IN ORDER TO RECEIVE YOUR SETTLEMENT SHARE BASED UPON YOUR WEEKS WORKED OUTSIDE OF CALIFORNIA FOR DEFENDANTS FROM AUGUST 12, 2014 THROUGH SEPTEMBER 9, 2021.

IF THE INFORMATION BELOW **IS NOT CORRECT**, PLEASE WRITE THE: (1) CORRECT INFORMATION, (2) DATE, AND (3) YOUR SIGNATURE ON THE FORM ON THE LAST PAGE, AND MAIL IT, **POSTMARKED NO LATER THAN DECEMBER 6, 2021** TO:

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

PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

1. Your full name:	«Contact»
2. Your mailing address:	«Address 1» «City», «State» «ZIP_Code»
3. The last four digits of your Social Security number:	XXX-XX-«Last4»

<p>4. Number of workweeks employed by Vaco in California, during which you 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 from August 12, 2013 through September 9, 2021.</p> <p><i>If this number is greater than zero (0), then you are a California Class Member.</i></p>	<p style="text-align: center;"><u>«CA Work Weeks»</u> Number of Workweeks in CA</p> <p><i>If this number is zero (0), then you are not a California Class Member.</i></p>
<p>5. Number of workweeks that you were employed by Vaco in the United States, but outside of California, and that you were assigned to work at Google in the position of Expedition Associate and/or Expedition Team Lead from August 12, 2014 through September 9, 2021.</p> <p><i>If this number is greater than zero (0), then you are an Expedition FLSA Class Member, and you must complete and sign the Consent to Join Settlement form in order to receive your settlement share based upon your weeks worked outside of California for Defendants.</i></p>	<p style="text-align: center;"><u>«FLSA Weeks»</u> Number of Workweeks Outside of CA</p> <p><i>If this number is zero (0), then you are not eligible to receive a settlement share as an Expedition FLSA Class Member. But, if you are part of the Expedition CA Subclass, your weeks worked in California as an Expedition Team Lead or Expedition Associate have been included in your workweeks listed next to Number 4 above.</i></p>

IF ANY OF THE INFORMATION SHOWN ABOVE (NUMBERS 1 TO 5) IS **NOT** CORRECT, PLEASE SO INDICATE BY USING THE FORM BELOW. IF YOU ARE DISPUTING THE INFORMATION IN EITHER NUMBER 4 OR NUMBER 5, PLEASE STATE WHAT YOU BELIEVE TO BE THE CORRECT INFORMATION AND ATTACH ANY DOCUMENTATION THAT SUPPORTS YOUR CONTENTION. PLEASE NOTE THAT IF YOU DISPUTE THE INFORMATION IN EITHER NUMBER 4 OR NUMBER 5 AND THE DISPUTE CANNOT BE RESOLVED INFORMALLY, VACO'S RECORDS WILL CONTROL UNLESS YOU ARE ABLE TO PROVIDE CONVINCING EVIDENCE PROVING OTHERWISE AND THAT VACO'S RECORDS ARE MISTAKEN.

Corrected Information	
a. Your <i>corrected</i> full name [Print]:	_____
b. Your <i>corrected</i> mailing address (include telephone number, starting with area code) [Print]:	_____ _____ _____
c. <i>Corrected</i> last four digits of your Social Security number (you are <i>not</i> required to provide your entire Social Security number):	XXX-XX-_____
d. <i>Corrected</i> number of workweeks employed by Vaco in California, during which you 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 from August 12, 2013 through September 9, 2021.	_____ Please explain:
e. <i>Corrected</i> number of workweeks that you were employed by Vaco in the United States, but outside of California, and that you were assigned to work at Google in the position of Expedition Associate and/or Expedition Team Lead from August 12, 2014 through September 9, 2021.	_____ Please explain:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Dated: _____, 2021. _____
(Signature)

PLEASE REMEMBER: DO NOT TELEPHONE THE COURT OR VACO’S OR GOOGLE’S COUNSEL. IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT OR DELAY YOUR RECEIPT OF YOUR SETTLEMENT SHARE.

ALSO, IF ALL OF THE INFORMATION SHOWN IN NUMBERS 1-5 ARE CORRECT, THEN YOU DO NOT NEED TO FILL OUT OR SUBMIT THIS SHEET.

Exhibit B

CONSENT TO JOIN SETTLEMENT (FOR FLSA CLASS MEMBERS ONLY)

IF YOU WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND SIGN THIS DOCUMENT AND SUBMIT IT TO THE BUSH V. VACO LLC WAGE-AND-HOUR SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW, POSTMARKED OR DELIVERED (VIA FACSIMILE OR PROFESSIONAL OR PERSONAL DELIVERY) BY DECEMBER 6, 2021.

Bush v. Vaco LLC Wage-and-Hour Settlement Administrator
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

By signing this form, I declare under penalty of perjury that:

1. I have read the Notice of Proposed Class and Collective Action Settlement and Final Approval Hearing (“Class Notice”) and I understand that, in signing this form, I (i) consent to join this collective action pursuant to section 16(b) of the Fair Labor Standards Act, 29 U.S.C. § 216(b); (ii) consent to release all of the claims as described in the Class Notice (see page 4 of the Class Notice); (iii) consent to the jurisdiction of the U.S. District Court for the Northern District of California presiding over this case; and (iv) authorize Class Counsel to act on my behalf in all matters relating to this action, including the settlement of my claims.
2. I wish to receive my share of the proposed settlement.

Dated: _____, 2021.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(last four digits of Social Security Number)

Exhibit C



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	242
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	240
PAGA ONLY Distribution	486
Subtotal Admin Only	\$9,150.00

WILL NOT EXCEED	\$9,150.00
For 242 Class Members/486 PAGA ONLY	

May 23, 2021

Case: Perez v Merit Aluminum Opt-Out wTranslation Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Chantal McCoy Payton, Esq

Firm: PAYTON EMPLOYMENT LAW, PC

Contact Number: (424) 334-3194 Ex. 700

Email: cpayton@paytonemploymentlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 726 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$131.42	1	\$131.42
Call Center & Long Distance	\$1.50	61	\$90.75
NCOA (USPS)	\$50.00	1	\$50.00
Total			\$672.17

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.20	726	\$145.20
Notice Packet & Opt-Out Form	\$2.00	242	\$484.00
Estimated Postage (up to 2 oz.)*	\$0.70	242	\$169.40
Static Website	\$200.00	1	\$200.00
Language Translation	\$950.00	1	\$950.00
Total			\$2,148.60

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$1.00	48	\$48.40
Remail Notice Packets	\$2.00	48	\$96.80
Estimated Postage	\$0.70	48	\$33.88
Programming Undeliverables	\$50.00	2	\$100.00
		Total	\$389.08

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Non Opt-Out Processing	\$125.00	2	\$250.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$7.00	6	\$42.35
Case Manager	\$85.00	2	\$170.00
		Total	\$822.35

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	4	\$500.00
Disbursement Review	\$125.00	4	\$500.00
Programming Manager	\$95.00	4	\$380.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$2.00	240	\$479.16
Estimated Postage Checks, W2 and 1099	\$0.56	240	\$134.16
Check Run Setup & Printing PAGA ONLY	\$100.00	3	\$300.00
Mail Class Checks 1099 PAGA ONLY	\$1.50	486	\$729.00
Postage Checks and 1099 PAGA ONLY	\$0.56	486	\$272.16
		Total	\$2,443.32

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.99	71	\$141.29
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$120.00	1	\$120.00
Uncashed Check Reminder Postcard and Postage	\$1.75	53	\$93.19
QSF Annual Tax Reporting	\$155.00	3	\$465.00
IRS Tax Reporting * (State Tax Reporting Included)	\$900.00	1	\$900.00
		Total	\$2,674.48

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$9,150.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.