

1 Shaun Setareh (SBN 204514)
 Thomas Segal (SBN 222791)
 2 SETAREH LAW GROUP
 9665 Wilshire Boulevard, Suite 430
 3 Beverly Hills, California 90212
 Telephone: (310) 888-7771
 4 Facsimile: (310) 888-0109
 shaun@setarehlaw.com
 5 thomas@setarehlaw.com

6 Attorneys for Plaintiff
 CHRISTIANA BUSH

7 *(additional counsel listed on next page)*

8
 9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

12 CHRISTIANA BUSH, on behalf of herself, all
 13 others similarly situated,

14 Plaintiff,

15 vs.

16 VACO TECHNOLOGY SERVICES, LLC, a
 Tennessee limited liability company; VACO
 17 SAN FRANCISCO, LLC, a Tennessee limited
 liability company; VACO LAJOLLA, LLC, a
 Tennessee limited liability company; VACO
 18 ORANGE COUNTY, LLC, a California
 limited liability company; VACO LOS
 19 ANGELES, LLC, a Tennessee limited liability
 company; GOOGLE, INC., a Delaware
 20 corporation; and DOES 1 to 50, inclusive,

21 Defendants.

No. 5:17-cv-05605-BLF

~~PROPOSED~~ ORDER GRANTING
 JOINT MOTION FOR FINAL
 APPROVAL OF CLASS AND
 COLLECTIVE ACTION SETTLEMENT

Date: April 21, 2022
 Time: 9:00 a.m.
 Judge: Hon. Beth Labson Freeman
 Dept.: Courtroom 3
 280 South First Street, 4th Floor
 San Jose, CA 95113

Action Filed: August 24, 2017
 Date of Removal: September 27, 2017
 5th Am. Complaint: February 22, 2021

1 Daniel B. Chammas (SBN 204825)
Min K. Kim (SBN 305884)
2 FORD & HARRISON LLP
350 South Grand Avenue, Suite 2300
3 Los Angeles, California 90071
Telephone: (213) 237-2400
4 Facsimile: (213) 237-2401
dchammas@fordharrison.com
5 mkim@fordharrison.com

6 Attorneys for Defendant
VACO LLC
7

8 Zachary P. Hutton (SBN 234737)
Paul A. Holton (SBN 313047)
9 PAUL HASTINGS LLP
101 California Street, 48th Floor
10 San Francisco, California 94111
Telephone: (415) 856-7000
11 Facsimile: (415) 856-7100
zachhutton@paulhastings.com
12 paulholton@paulhastings.com

13 Attorneys for Defendant
GOOGLE LLC
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1 On April 21, 2022, a hearing was held on the joint motion of plaintiff Christiana Bush
2 (“Plaintiff”) and defendants Vaco LLC (“Vaco”) and Google LLC (“Google”) (Vaco and Google
3 are, collectively, “Defendants”) for final approval of their class and collective action settlement
4 (the “Settlement”).

5 The parties have submitted their Settlement, which this Court preliminarily approved by
6 its September 9, 2021 order (Dkt. 133) (“Preliminary Approval Order”). In accordance with the
7 Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement
8 and the opportunity to comment on or object to it, to exclude themselves from its provisions, or to
9 opt into the Settlement.

10 Having received and considered the Settlement, the supporting papers filed by the parties,
11 and the evidence and argument received by the Court at the hearing before it entered the
12 Preliminary Approval Order and the final approval hearing on April 21, 2022, the Court grants
13 final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as
14 follows:

15 1. The following persons are hereby certified as class members for the purpose of
16 entering a settlement in this matter:

17 I. The California Class: All persons employed by Vaco in California who were
18 assigned to work at Google in any of the roles of Order Audit Operation
19 Specialist, Content Bug Technician, Expedition Associate, and/or Expedition
20 Team Lead, at any time from August 12, 2013 through September 9, 2021.

21 II. The Expedition FLSA Class: All persons employed by Vaco in the United
22 States, but outside of California, who were assigned to work at Google in the
23 position of Expedition Associate and/or Expedition Team Lead at any time
24 from August 12, 2014 through September 9, 2021.

25 2. The Court certifies the California Class solely for purposes of Settlement pursuant
26 to Rule 23, Federal Rules of Civil Procedure, and certifies the Expedition FLSA Class as a
27 collective action solely for purposes of Settlement, pursuant to section 16(b) of the Fair Labor
28 Standards Act, 29 U.S.C. § 216(b).

1 3. The Court designates Plaintiff Christiana Bush as Class Representative, and
2 designates Shaun Setareh and Thomas Segal of Setareh Law Group as Class Counsel.

3 4. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* (“CAFA”), not
4 later than ten days after the Parties’ joint motion seeking preliminary approval of the Settlement
5 was filed in court, Defendants served upon the Attorney General of the United States and the
6 appropriate state official of each state in which a Class Member resides a notice of the Settlement
7 consisting of: a copy of the pleadings in this action; a notice of the scheduled judicial hearings in
8 this action; copies of the Settlement and Class Notice Packets; and the names of Class Members
9 who reside in each state and the estimated proportionate share of the Class Members in each state
10 compared to the entire Settlement. The notice of Settlement also invited comment on the
11 Settlement. Accordingly, the Court finds that Defendants have discharged their obligations under
12 CAFA to provide notice to the appropriate federal and state officials.

13 5. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and
14 Final Approval Hearing, and Notice of Estimated Settlement Award were sent to each Class
15 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
16 their respective right to receive a Settlement Share, their right to comment on or object to the
17 Settlement, to opt into the Settlement, or to opt out of the Settlement and pursue their own
18 remedies, and their right to appear in person or by counsel at the final approval hearing and be
19 heard regarding approval of the Settlement. Adequate periods of time were provided by each of
20 these procedures. No Class Members objected to the Settlement as part of this notice process or
21 stated an intent to appear at the final approval hearing.

22 6. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed decision
24 regarding approval of the Settlement based on the responses of Class Members. The Court finds
25 and determines that the notice provided in this case was the best notice practicable, which satisfied
26 the requirements of law and due process.

27 7. For the reasons stated in the Preliminary Approval Order, the Court finds and
28 determines that the proposed classes meet all of the legal requirements for class and collective

1 action certification, and it is hereby ordered that the California Class is certified solely for purposes
2 of the Settlement pursuant to Rule 23, Federal Rules of Civil Procedure, and the Expedition FLSA
3 Class is certified as a collective action solely for purposes of the Settlement, pursuant to section
4 16(b) of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b).

5 8. No objections were raised by any Class Members.

6 9. The Court further finds and determines that the terms of the Settlement are fair,
7 reasonable, and adequate to the Classes and to each Class Member, that the California Class
8 Members who have not opted out will be bound by the Settlement, that the Settlement is ordered
9 finally approved, and that all terms and provisions of the Settlement should be and hereby are
10 ordered to be consummated.

11 10. The Court finds and determines that the Settlement Shares to be paid to the
12 Participating Class Members (California Class Members who did not timely submit an Exclusion
13 Letter, and Expedition FLSA Class Members who timely submitted a valid Consent to Join
14 Settlement form), as provided for by the Settlement, are fair and reasonable. The Court hereby
15 gives final approval to and orders the payment of those amounts to be made to the Participating
16 Class Members out of the Net Settlement Amount in accordance with the Settlement.

17 11. The Court finds and determines that the fees and expenses of Phoenix Settlement
18 Administrators in administering the settlement, in the amount of \$7,250, are fair and reasonable.
19 The Court hereby gives final approval to and orders that the payment of approximately that amount
20 be paid out of the Total Settlement Amount in accordance with the Settlement.

21 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
22 Amount, and in recognition of the Plaintiff’s efforts on behalf of the Settlement Class, the Court
23 hereby approves the payment of an incentive award to Plaintiff in the amount of \$7,500. This
24 shall be paid from the Total Settlement Amount.

25 13. Pursuant to the authorities and argument presented to the Court, the Court approves
26 the payment of attorneys’ fees to Class Counsel in the sum of \$420,000, plus costs and expenses
27 in the amount of \$15,941.94. This shall be paid from the Total Settlement Amount.
28

1 14. Without affecting the finality of this order in any way, the Court retains jurisdiction
2 of all matters relating to the interpretation, administration, implementation, effectuation, and
3 enforcement of this order and the Settlement.

4 15. Upon completion of administration of the settlement, the Settlement Administrator
5 will provide written certification of such completion to the Court and counsel for the parties.

6 16. The Court finds that in consideration of Plaintiff’s awarded Class Representative
7 Payment, Plaintiff’s Settlement Share, and the other terms and conditions of the Settlement, as of
8 the date the Settlement becomes Final, except as provided below, Plaintiff releases any and all
9 known and unknown claims against Vaco and Google and any of their present and former parents,
10 subsidiaries and affiliated companies or entities, and their respective officers, directors,
11 employees, partners, members, shareholders and agents, and any other successors, assigns and
12 legal representatives and their related persons and entities (collectively, “Released Parties”), and
13 waives the protection of California Civil Code section 1542.

14 17. The Court finds that in consideration for their awarded Settlement Shares, as of the
15 date the Settlement becomes Final, all California Class Members (other than those Class Members
16 who timely and validly elected not to participate in the Settlement) release any and all known and
17 unknown claims against Vaco, Google and the Released Parties based on the facts alleged in the
18 operative complaint, including that from August 12, 2013 through the date on which the Court
19 grants preliminary approval of the Settlement, Defendants failed to provide meal periods; provide
20 rest periods; pay hourly wages; pay overtime compensation; indemnify employees for business
21 expenses; provide accurate itemized wage statements; and pay all wages due to discharged and
22 quitting employees. The released claims include but are not limited to claims brought under
23 California Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1194.2, 1197,
24 1197.1, 1198, 2802, California Business and Professions Code sections 17200-17208, and the
25 Industrial Welfare Commission Wage Orders. Such claims include claims for wages, statutory
26 penalties, civil penalties, or other relief under the California Labor Code and any other related
27 state or municipal law, relief from unfair competition under California Business and Professions
28 Code section 17200 et seq.; attorneys’ fees and costs; and interest, and waives the protection of

1 California Civil Code section 1542 with respect to such claims (the “California Class Members’
2 Released Claims”).


3 18. The Court finds that in consideration for their awarded Settlement Shares, as of the
4 date the Settlement becomes Final, employees who are Expedition FLSA Class Members who
5 timely submitted consent forms to join the Settlement release any and all known and unknown
6 claims against Vaco, Google and the Released Parties that arise out of the allegations that, from
7 August 12, 2014 through the date on which the Court grants preliminary approval of the
8 Settlement, defendants failed to pay for all hours worked; failed to pay overtime wages; and failed
9 to keep accurate records of all hours worked. The released claims include but are not limited to
10 claims under the Fair Labor Standards Act (FLSA), 29 U.S.C. §§ 201 et seq., and any similar
11 federal, state, municipal or local laws. Such claims include claims for wages, statutory or civil
12 penalties, liquidated damages, interest, other relief, and claims for attorneys’ fees and costs (the
13 “Expedition FLSA Class Members’ Released Claims”).

14 19. The parties are hereby ordered to comply with the terms of the Settlement.

15 20. The parties shall bear his, her, its or their own respective attorneys’ fees and costs
16 except as otherwise provided in the Settlement and in this Order.

17
18 **IT IS SO ORDERED.**

19 Dated: April 26, 2022


The Honorable Beth Labson Freeman
District Court Judge