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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

Thomas Lagos, on behalf of himself and all others
similarly situated,

Plaintiff,

vs.

The Board of Trustees of The Leland Stanford
Junior University, *etc., et al.*,

Defendants.

Case No. 115CV284497

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Based on the papers submitted in support of final approval, and good cause shown, IT IS
HEREBY ORDERED:

1. The Settlement Agreement dated _____, including its exhibits (the “Settlement Agreement”) and the definition of words and terms contained therein, are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order are also incorporated by reference in this Order.
2. This Court has jurisdiction over the subject matter of the Action and over the Parties, including all members of the following Settlement Class certified for settlement purposes in this Court’s Preliminary Approval Order:

All individuals on whom, during the period from August 18, 2010 through August 22, 2015, a consumer report for employment purposes was procured by The Board of

1 Trustees of The Leland Stanford Junior University (“Stanford”), but not any individuals
2 who received constructive or actual notice more than two years before August 18, 2015
3 that a consumer report had been obtained on them and not any individuals who have
timely opt-outed of the settlement, the names of which are set forth below.

4 3. Class members who have opted out:

5 _____
6 _____

7 4. The Court finds that the Settlement Agreement is the product of arm’s length settlement
8 negotiations among Plaintiff, Class Counsel and Stanford.

9 5. The Court finds that Class Notice was disseminated to members of the Settlement Class in
10 accordance with the terms of the Settlement Agreement in compliance with this Court’s
11 Preliminary Approval Order.

12 6. The Court finds that the Class Notice and Settlement Award distribution procedures set forth in
13 the Settlement Agreement fully satisfy all requirements of due process and California law,
14 including under California Rules of Court, Rule 3.766 and all other applicable law and the
15 requirements of due process, was the best notice practicable under the circumstances, provided
16 individual notice to all members of the Settlement Class who could be identified through
17 reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Class as
18 contemplated in the Settlement and this Order.

19 7. The Court hereby finally approves the Settlement Agreement and the Settlement contemplated
20 thereby, and finds that the terms and conditions constitute, in all respects, a fair, reasonable and
21 adequate settlement as to all Settlement Class Members, and directs its consummation pursuant
22 to its terms and conditions.

23 8. The Court reserves jurisdiction over all matters arising out of the Settlement Agreement.

24 9. The Court approves Class Counsel’s application for \$200,000 in attorney’s fees.

25 10. The Court approves Class Counsel’s application for costs in the amount of \$_____to
26 Peter R. Dion-Kindem, P.C. and \$_____to The Blanchard Law Group, APC.

27 11. The Court approves the service award to Thomas Lagos in the amount of \$7,500.

28 12. The Court approves the payment of Settlement Administrator Costs to ILYM Group, Inc. in the

1 amount of \$70,000.

2 13. The releases provided for in the Settlement Agreement shall be and are effective as of the
3 Effective Date of the Settlement Agreement.

4 14. Finding that there is no just reason for delay, the Court orders that this Final Approval Order and
5 Judgment shall constitute a final judgment that is binding on the parties and the Settlement Class.
6 The Clerk of the Court is directed to enter this Order on the docket forthwith.
7

8 Dated: _____
9 Judge of the Superior Court

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