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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SANTA CLARA  
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11  
12 Thomas Lagos, on behalf of himself and all others  
13 similarly situated,

14 Plaintiff,

15 vs.

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

17 Defendants.

Case No. 115CV284497 )

**Joint Stipulation of Class Action Settlement**

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1 Plaintiff Thomas Lagos, individually and on behalf of the putative class, and Defendant The  
2 Board of Trustees of the Leland Stanford Junior University (“Stanford” or “Defendant”), enter into this  
3 Settlement Agreement and Release to settle the issues between them asserted in this action.

4 **I. RECITALS**

- 5 1. On August 18, 2015, Thomas Lagos filed this action in the California Superior Court for the  
6 County of Santa Clara, which Stanford then removed to United States District Court for the  
7 Northern District of California. The action has been remanded to the Santa Clara Superior Court  
8 on \_\_\_\_\_.
- 9 2. Lagos asserted a cause of action against Stanford for alleged violations of the Fair Credit  
10 Reporting Act (“FCRA”) relating to Stanford’s alleged procurement of consumer reports  
11 regarding employees or prospective employees without complying with its obligations under  
12 the FCRA. Specifically, Lagos alleged one claim for relief for Stanford’s alleged violation  
13 of 15 U.S.C. Section 1681b(b)(2), alleging that Stanford procured or caused to be procured a  
14 consumer report regarding Plaintiff from HireRight, LLC and that Stanford violated Section  
15 1681b(b)(2) by procuring or causing to be procured consumer reports for employment  
16 purposes regarding Plaintiff and other class members without making the required  
17 disclosure “in a document that consists solely of the disclosure.”
- 18 3. The Parties have reached a compromise in principle on a class basis, contingent upon the  
19 negotiation and execution by the parties of a final agreement approved by the Court.
- 20 4. Stanford denies it has engaged in any wrongdoing, does not admit or concede any actual or  
21 potential fault, wrongdoing, or liability in connection with any facts or claims that have been  
22 or could have been alleged against it in the Action, denies that the claim asserted by Lagos  
23 is suitable for class treatment other than for settlement purposes, and denies that it has any  
24 liability whatsoever, but has agreed to this Settlement Agreement because of the substantial  
25 expense of litigation, the length of time necessary to resolve the issues presented, the  
26 inconvenience involved, and the disruption to its business operations.
- 27  
28

- 1 5. Lagos, the Settlement Class, and Class Counsel are aware that Stanford has significant  
2 defenses to the allegations in this Action upon which Stanford might prevail and that, as a  
3 result, Lagos and the Settlement Class may not receive any benefit or consideration for the  
4 claim that has been asserted against Stanford.
- 5 6. Based upon their analysis and evaluation of several factors, Class Counsel recognize the  
6 substantial risks of continued litigation and delays, including the likelihood that the claims,  
7 if not settled now, might not result in any recovery whatsoever for the Settlement Class.
- 8 7. Class Counsel have conducted a thorough study and investigation of the law and facts  
9 relating to the claim that has been asserted as well as a thorough study and investigation of  
10 the scope and identity of the Settlement Class, and have concluded, taking into account the  
11 benefits of this settlement, as defined below, and the risks and delays of further litigation,  
12 that this settlement is fair and reasonable and in the best interests of the Settlement Class.
- 13 8. Subject to the approval of the Court, the Parties wish to settle this Action, effect a  
14 compromise, and settle the claims asserted in the Action against Stanford.
- 15 9. The Parties therefore agree that the claims referenced herein shall be settled, compromised,  
16 and released, subject to the approval of the Court, upon and subject to the following terms  
17 and conditions:

18 **II. DEFINITIONS**

19 **1. Action or Litigation.**

20 This action, entitled *Thomas Lagos, an individual, on behalf of himself and all others similarly*  
21 *situated v. The Board of Trustees of The Leland Stanford Junior University, et al.*, Case No.  
22 **115CV284497**, including any amended complaints filed in the federal action

23 **2. Agreement.**

24 This Stipulation re Class Action Settlement.

25 **3. Class Counsel.**

26 Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C., Lonnie C. Blanchard, III of The  
27 Blanchard Law Group APC, and Jeff Holmes of the Holmes Law Group, APC.  
28

1           **4. Class Counsel Attorneys' Fees.**

2           The sum equivalent to 33-1/3% of the Settlement Fund, which will be paid from the Settlement  
3 Fund and which Stanford has agreed not to oppose, subject to Court approval.

4           **5. Class Counsel Costs.**

5           A sum not to exceed \$25,000 in costs incurred by Class Counsel in connection with the Action  
6 and this settlement, which sum shall be paid from the Settlement Fund, subject to Court approval.

7           **6. Class Representative, Plaintiff, or Lagos.**

8           Plaintiff Thomas Lagos.

9           **7. Class Representative Service Payment.**

10          A sum not to exceed \$7,500 payable to Lagos as consideration for his service as the named class  
11 representative, which sum shall be paid from the Settlement Fund, subject to Court approval.

12          **8. Court.**

13          The Superior Court of California for the County of Santa Clara.

14          **9. Covered Period.**

15          The period from August 18, 2010 through August 22, 2015.

16          **10. Defendant, Stanford, or Released Parties.**

17          Defendant The Board of Trustees of The Leland Stanford Junior University, HireRight LLC and  
18 its and their predecessors, successors, subsidiaries, parents, and assigns, and any and all of their past,  
19 present and future directors, physicians, officers, trustees, employees, attorneys, students, agents,  
servants and representatives whether in their individual or official capacities.

20          **11. Email Notice.**

21          The notice attached hereto as Exhibit B1, subject to Court approval, and which the Settlement  
22 Administrator will email to each Settlement Class Member to explain the terms of the settlement,  
23 including the procedure for objecting to or opting out of the settlement. The Email Notice shall also be  
24 available at the website established by the Settlement Administrator.

25          **12. FCRA State Equivalents.**

26          "FCRA State Equivalents" means any statute or regulation of any state, U.S. territory, the  
27 District of Columbia, or Puerto Rico, that has the purpose or effect of regulating the collection or  
28 reporting of consumer information and related actions.



1           **13. Final Approval Order.**

2           The Court's Order granting final approval of this settlement.

3           **14. Net Settlement Fund.**

4           The amount of money remaining after the Settlement Fund is reduced by the following amounts:

- 5           a.     The Class Representative Service Payment that the Court approves;
- 6           b.     The Class Counsel Attorneys' Fees that the Court approves;
- 7           c.     The Class Counsel Costs that the Court approves; and
- 8           d.     The Settlement Administration Costs that the Court approves, including an
- 9                     amount reserved to complete the administration of the settlement, subject to Court
- 10                    approval, after the initial Settlement Payment checks are distributed.

11          **15. Opt-Out or Objections Deadline.**

12          The date the Court establishes as the deadline by which Settlement Class Members must

13          postmark a written notice of their intent to opt-out of the settlement and by which Settlement Class

14          Members must postmark a written notice of objection to the preliminarily approved settlement.

15          **16. Parties.**

16          Lagos and Defendant.

17          **17. Postcard Notice.**

18          The notice attached hereto as Exhibit B2, subject to Court approval, and which the Settlement

19          Administrator will mail, via first-class U.S. mail, to each Settlement Class Member where the Class

20          Administrator determined that the email was not received as the result of the sending of the Email

21          Notice, to explain the terms of the settlement, including the procedure for objecting to or opting out of

22          the settlement.

23          **18. Preliminary Approval Order.**

24          The Court's Order granting preliminary approval of this settlement.

25          **19. Released Claims.**

26          "Released Claims" means any and all past, present or future claims, rights, demands, liabilities,

27          and causes of action of every kind and description, whether known or unknown, whether asserted or

28          unasserted, whether latent or patent, whether suspected or unsuspected, including, but not limited to, for

1 damages or other relief under the Fair Credit Reporting Act, or FCRA State Equivalents, based on the  
2 facts alleged in the Litigation.

3 **20. Settlement Administrator.**

4 ILYM Group, Inc.

5 **21. Settlement Administration Costs.**

6 The costs incurred by the Settlement Administrator in administering the settlement, not to exceed  
7 \$70,000.

8 **22. Settlement Class.**

9 All individuals on whom, during the Covered Period, a consumer report for employment  
10 purposes was procured by Stanford. Excluded from the Settlement Class are all persons who are validly  
11 excluded from the Settlement Class and persons who received constructive or actual notice that  
12 consumer report had been obtained on them more than two years before August 18, 2015

13 **23. Settlement Class Member.**

14 Any individual who is a member of the Settlement Class who is not validly excluded from the  
15 Settlement Class.

16 **24. Settlement Effective Date.**

17 The fifth business day after the first date on which all the following have occurred:

- 18 a. All parties, Class Counsel, and Defendant's counsel have executed this  
19 Agreement;  
20 b. The Court has entered without material change the Final Approval Order and  
21 Judgment; and  
22 c. The final disposition of any related appeals, and in the case of no appeal or review  
23 being filed, the expiration of the applicable appellate period.

24 The Parties intend that the settlement shall not become effective until the Court's Final Approval  
25 Order has become completely final and until there is no timely recourse by an appellant or objector who  
26 seeks to contest the settlement.  
27  
28

1           **25. Settlement Fund.**

2           The sum of \$600,000. The Settlement Fund includes the Class Representative Service Payment,  
3 Class Counsel Attorneys' Fees, Class Counsel Costs, and Settlement Administration Costs in connection  
4 with this Settlement.

5           **26. Settlement Payment.**

6           "Settlement Payment" means the individualized payment that will be made in the first  
7 distribution from the Settlement Fund to the Two Year Settlement Class Members and the Three-Five  
8 Year Settlement Class Members who do not timely and validly opt out of the settlement after the  
9 payment of Class Counsel Attorneys' Fees, Class Counsel Costs, the Class Representative Service  
10 Payment, and Settlement Administration Costs (including a reserve in the amount estimated by the  
11 Settlement Administrator and approved by the Court to complete the administration of the settlement).

12           **27. Settlement Second Distribution Total Amount**

13           "Settlement Second Distribution Total Amount" means the amount of uncashed settlement  
14 compensation after the expiration of the 180-day period for negotiating checks used to distribute the Net  
15 Settlement Fund, which is to be pooled and distributed on a pro-rata basis among those Two-Year  
16 Settlement Class Members who timely negotiated the first checks they received.

17           **28. Settlement Website.**

18           The website established by the Settlement Administrator to aid in the administration of the  
19 settlement.

20           **29. Three-Five Year Settlement Class Members.**

21           Those Class Members as to whom a consumer report was generated by Stanford during the  
22 period August 18, 2010 through August 18, 2013 and who did not have constructive or actual notice that  
23 a consumer report had been obtained on them. Stanford represents that there are 3,951 of such class  
24 members.

25           **30. Two-Year Settlement Class Members.**

26           Those Class Members as to whom a consumer report was generated by Stanford during the  
27 period August 18, 2013 through August 22, 2015. Stanford represents that there are 9,712 of such class  
28 members.

1           **31. Website Notice.**

2           The notice attached hereto as Exhibit B1, subject to Court approval, and which the Settlement  
3 Administrator will post on the Settlement Website to explain the terms of the settlement, including the  
4 procedure for objecting to or opting out of the settlement.

5           **III. RELIEF AND BENEFITS**

6           **1. Monetary Benefits to Settlement Class Members.**

7           In exchange for the releases and waivers of claims described below, Defendant will pay the  
8 amount of the Settlement Fund in settlement of all claims asserted against it in this Action, from which  
9 Settlement Fund the Settlement Class Members will be paid, from which Court-approved Class Counsel  
10 Attorneys' Fees and Class Counsel Costs will be paid, from which the Court-approved Class  
11 Representative Service Payment will be paid, and from which the Settlement Administration Costs will  
12 be paid. Defendant will deposit such amount with the Settlement Administrator within 30 days after  
13 final approval of the Settlement.

14           The Net Settlement Fund will be distributed as follows:

- 15           a.     90% of the Net Settlement Fund will be distributed to the Two-Year Settlement  
16                 Class Members on a pro rata in the form of a check to each Two-Year Settlement  
17                 Class Member who is not validly excluded from the Settlement Class.
- 18           b.     10% of the Net Settlement Fund will be distributed to the Three-Five Year  
19                 Settlement Class Members on a pro rata in the form of a check to each Three-Five  
20                 Year Settlement Class Member who is not validly excluded from the Settlement  
21                 Class.
- 22           c.     All payments to Settlement Class Members will be mailed by the Settlement  
23                 Administrator by check and delivered by first-class U.S. mail, postmarked within  
24                 10 business days of receipt of the Settlement Funds. The Settlement Administrator  
25                 will include with each check an Internal Revenue Service (IRS) Form 1099 for  
26                 Lagos or any Settlement Class Member for whom a form is required. All checks  
27                 will expire one-hundred-and-eighty (180) days after they are issued and will state  
28                 the expiration date on their faces. If any such payment is returned by the U.S.

1                   Postal Service as undeliverable, or is uncashed or not negotiated before it  
2 expires, neither Defendant nor the Settlement Administrator nor Class Counsel  
3 shall have any further obligations to Lagos or any Settlement Class Member,  
4 except that:

- 5                   i.       For any check returned by the U.S. Postal Service with a forwarding  
6 address before the check's expiration date, the Settlement Administrator  
7 will mail the check to the forwarding address;
- 8                   ii.       If a Settlement Class Member contacts the Settlement Administrator or  
9 Class Counsel to request a replacement check before the initial check is  
10 negotiated, the Settlement Administrator will comply with that request by  
11 cancelling the initial check and issuing a replacement check, but the  
12 replacement check shall expire on the same date as the original check; and
- 13                  d.       The parties agree that all Settlement Class Members waive and abandon any  
14 ownership interest in any such undeliverable, returned, uncashed, or non-  
15 negotiated checks and further agree that no obligation has been generated or  
16 proven with respect to such undeliverable, returned, uncashed, or non-negotiated  
17 checks.
- 18                  e.       Any uncashed settlement compensation from the Settlement Fund after  
19 distributing the Net Settlement Fund and after the 180-day period for negotiating  
20 checks (the Settlement Second Distribution Total Amount) will be pooled and  
21 distributed on a pro-rata basis via check to those Two-Year Settlement Class  
22 Members who timely negotiated the first checks they received. Two-Year  
23 Settlement Class Members shall have one-hundred-and-eighty (180) days from  
24 the date these second checks are mailed to negotiate their checks.

25                  2.       ***Cy Pres Fund.***

26                   Any uncashed settlement compensation from the Settlement Fund after distribution of the  
27 Settlement Second Distribution Total Amount and after the 180-day period for negotiating the second  
28

1 distribution checks will constitute a *cy pres* fund which will be donated to the Law Foundation of  
2 Silicon Valley charity, subject to Court approval.

3 **3. Taxes.**

4 The Parties agree the payments to each Settlement Class Member are not wages, that each  
5 Settlement Class Member will be solely responsible for correctly characterizing this payment for tax  
6 purposes and for paying any taxes owed on this payment, and that the Settlement Administrator on  
7 Defendant's behalf will issue to each Settlement Class Member an IRS Form 1099 for this payment as  
8 necessary. The Parties also agree that the approved service payment to Lagos is not wages, Lagos will  
9 be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes  
10 owed on this payment, and that the Settlement Administrator on Defendant's behalf will issue to Lagos  
11 an IRS Form 1099 for this payment.

12 **4. Class Representative Service Payment.**

13 Defendant agrees that Lagos may apply to the Court for a Class Representative Service Payment  
14 in an amount not to exceed \$7,500. Lagos will file his request for approval of Class Representative  
15 Service Payment no later than seven (7) days before the hearing on the Motion for Final Approval.  
16 Defendant agrees not to oppose the motion for such service payment.

17 The Settlement Administrator shall pay any approved Class Representative Service Payment no  
18 later than 10 business days after the Effective Date.

19 By signing this Agreement, the Parties warrant that Lagos's service payment was negotiated only  
20 after the Settlement Fund amount had been agreed upon.

21 **5. Class Counsel Attorneys' Fees and Costs.**

22 Defendant agrees that Class Counsel may apply to the Court for attorney's fees of one-third of  
23 the Settlement Fund as reasonable attorneys' fees incurred in prosecuting this Action and in connection  
24 with obtaining the approval of this Settlement. Defendant agrees not to oppose an application for fees  
25 consistent with this limitation. Class Counsel agrees that they will accept a lesser amount in fees if the  
26 Court rejects Class Counsel's application for one-third of the Settlement Fund, and will accept that  
27 amount deemed reasonable by the Court.  
28

1 Class Counsel shall make application to the Court for approval of reimbursement of costs in an  
2 amount which is not anticipated to exceed \$25,000, which costs shall include costs incurred in  
3 connection with the approval of the settlement and the administration of the settlement by Class  
4 Counsel, which shall be paid from the Settlement Fund. By signing this Agreement, the Parties warrant  
5 that Class Counsel's Costs and Class Counsel Fees were negotiated only after the Settlement Fund  
6 amount had been agreed upon.

7 Class Counsel will file the application for approval of Class Counsel Attorneys' Fees and Class  
8 Counsel Costs no later than seven (7) days before the hearing on the Motion for Final Approval.

9 The Settlement Administrator shall pay any approved Class Counsel Attorneys' Fees and Class  
10 Counsel Costs no later than 10 business days after the Effective Date.

11 **6. Payments to the Settlement Administrator**

12 The Settlement Administrator shall pay any approved Settlement Administration Costs no later  
13 than 10 business days after the Effective Date.

14 **IV. NOTICE, OPT-OUT, OBJECTIONS AND SETTLEMENT APPROVAL**

15 **1. Notice to Settlement Class Members.**

16 Not later than seven (7) calendar days after the Court has issued the Preliminary Approval Order  
17 in substantially the same form as Exhibit A, Stanford shall disclose the names and last known addresses  
18 (including email addresses) of potential Settlement Class Members to the Settlement Administrator. No  
19 later than thirty (30) calendar days after receipt of such information, the Settlement Administrator will  
20 email the Notice, attached as Exhibit B1, to all Settlement Class Members to the class member's last  
21 know email address.

22 If the email is undelivered, the Settlement Administrator shall mail a Post Card Notice (Exhibit  
23 B2) via first-class U.S. Mail, postage prepaid and return service requested to such Settlement Class  
24 Member's last known mailing address, as updated by using the U.S. Postal Service's database of  
25 verifiable mailing addresses (the CASS database) and the National Change-of-Address database. The  
26 Postcard Notice shall bear the Settlement Administrator's mailing address as the return-mail address.  
27 The Postcard Notice will include an indication it is a "Court Approved Settlement Notice authorized by  
28 the U.S. District Court for the Northern District of California" and may also include a bar code. The

1 Settlement Administrator shall also make available the approved Website Notice, attached as Exhibit  
2 B2, to all Settlement Class Members via the Settlement Website.

3 **2. Notices Returned as Undeliverable.**

4 For all Postcard Notices returned to the Settlement Administrator without forwarding addresses,  
5 the Settlement Administrator will use publicly available databases as practicable to update those  
6 Settlement Class Members' addresses and will cause the Postcard Notice to be re-mailed by the  
7 Settlement Administrator to such Settlement Class Members who can be located.

8 **3. Toll-Free Telephone Line.**

9 The Settlement Administrator will establish and staff a toll-free telephone line that Settlement  
10 Class Members can use to contact the Settlement Administrator with questions about the settlement or to  
11 change their addresses.

12 **4. Right to Opt Out.**

13 All Settlement Class Members will have the right to be excluded from, *i.e.*, to "opt out" of, the  
14 Settlement Class. On or before the Opt-Out Deadline established by the Court, but no later than forty-  
15 five (45) days after the emailing or mailing date of the initial Notice, whichever is applicable, each  
16 Settlement Class Member who elects to opt out of the settlement must send, by first-class U.S. mail,  
17 written notice addressed to the Settlement Administrator indicating his or her name and address and  
18 stating that he or she desires to opt-out of the settlement or otherwise does not want to participate in the  
19 settlement. Any Settlement Class Member who does not timely (as measured by the postmark on that  
20 individual's written notice) opt out of the settlement by written notice directed to the Settlement  
21 Administrator and containing the requisite information shall remain a member of the Settlement Class  
22 and shall be bound by any Orders of the Court about the settlement or the Settlement Class. In no event  
23 shall Settlement Class Members who purport to opt-out of the settlement as a group, aggregate,  
24 collective, or class involving more than one Settlement Class Member be considered a successful opt-  
25 out. Any Settlement Class Member who fails to timely and validly opt out of the Settlement Classes  
26 under this Settlement Agreement shall be bound by the terms of this settlement. If more than 1,000  
27 Settlement Class Members validly, timely, and individually opt out of the class, then Defendant may in  
28 its sole discretion exercise its right to void the settlement, in which case this Agreement will be vacated,



1 rescinded, cancelled, and annulled, and the Parties will return to the status quo ante as if they had not  
2 entered into this settlement. In that event, the settlement and all negotiations and proceedings related to  
3 the settlement will be without prejudice of the rights of the Parties, and evidence of the settlement,  
4 negotiations, and proceedings will be inadmissible and will not be discoverable.

5 **5. Objections.**

6 Any Settlement Class Member who wishes to object to the settlement must return to the  
7 Settlement Administrator a timely written statement of objection no later than the Objections Deadline.  
8 The Notice of Objection must state (1) the case name and number; (2) the name, address, telephone  
9 number, and email address of the Settlement Class Member making the objection; (3) a statement of the  
10 objection(s) being asserted; (4) a detailed description of the facts and any legal authorities underlying  
11 each objection; (5) a notice of intent to appear at the final Fairness Hearing, if the Settlement Class  
12 Member making the objection intends to appear; (6) a list of any witnesses the Settlement Class Member  
13 making the objection may call to testify at the Fairness Hearing, whether in person, by deposition, or  
14 affidavit; and (7) a list of any exhibits, and copies of the same, which that Settlement Class Member may  
15 offer at the Fairness Hearing. In addition, any objection must be personally signed by the Settlement  
16 Class Member. Any Settlement Class Member who fails to make objections in the manner specified  
17 above shall be deemed to have waived any objections and shall be foreclosed from making any  
18 objections, whether by appeal or otherwise, to the settlement. No Settlement Class Member shall be  
19 entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's  
20 Final Approval Order except by filing and serving written objections in accordance with the provisions  
21 of this Settlement Agreement. Any Settlement Class Member who fails to object in the manner  
22 prescribed shall be deemed to have waived and shall be foreclosed forever from raising any objections to  
23 the settlement.

24 The Settlement Administrator shall provide any objections and backup information to  
25 Defendant's Counsel and Class Counsel, who shall file same with the Court at least seven days before  
26 the Final Approval Hearing or as otherwise ordered by the Court.

1           **6. Preliminary Settlement Approval.**

2           As soon as practicable after the Parties execute this Agreement, Class Counsel will present this  
3 Agreement to the Court for preliminary settlement approval and will request by Stipulation or  
4 unopposed motion that the Court enter a Preliminary Approval Order in substantially in same form as  
5 the attached Exhibit A.

6           **7. Final Fairness Hearing and Final Approval Order and Judgment.**

7           The Parties will apply to the Court for a Final Approval Order in substantially the same form  
8 attached as Exhibit C. The Parties agree to cooperate to work to schedule a fairness hearing so it shall be  
9 held as soon as practicable.

10          **V. RELEASE OF CLAIMS.**

11           **1. Release of Claims by the Class Members**

12           On the Settlement Effective Date, for the Settlement Class's benefit and for other good and  
13 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all Settlement  
14 Class Members who have not timely and properly opted out of the settlement, and all those acting or  
15 purporting to act on their behalf including, but not limited to, their successors, assigns, legatees, heirs,  
16 and personal representatives, fully and forever release, waive, acquit, and discharge to the fullest extent  
17 permitted by law, Defendant and the Released Parties from any and all claims, causes of action,  
18 demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges,  
19 losses, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, in law or  
20 equity, fixed or contingent, that the Settlement Class Member has or may have arising out of or relating  
21 to any of the acts, omissions, other conduct, or the facts alleged in the Lawsuit. This release includes a  
22 release of all penalties, tax, and interest associated with the foregoing.

23           **2. Release of Claims by Lagos**

24           On the Settlement Effective Date, Lagos, for and in consideration of the mutual promises, terms,  
25 and conditions by and between Lagos and Defendant set forth herein, the receipt and sufficiency of  
26 which are hereby acknowledged, Lagos, and each of his successors, assigns, legatees, heirs, and personal  
27 representatives, hereby release and forever discharge Defendant and the Released Parties from any and  
28 all claims, causes of action, demands, rights, suits, obligations, debts, contracts, agreements, promises,

1 liabilities, damages, charges, losses, costs, expenses and attorneys' fees, of any nature whatsoever,  
2 known or unknown, in law or equity, fixed or contingent, that Lagos has or may have arising out of or  
3 relating to his application for employment, employment, or separation from employment with  
4 Defendant. This release includes a release of all penalties, tax, and interest associated with the  
5 foregoing.

6 Lagos' release and waiver of claims, however, shall not apply to any valid workers'  
7 compensation claims or any claims previously asserted or on before November 16, 2016 by or on behalf  
8 of Lagos against Defendant, including those claims asserted or that may be asserted (1) in the lawsuit  
9 filed in Santa Clara Superior Court entitled *Thomas Lagos, an individual, on behalf of himself and all*  
10 *others similarly situated, Plaintiff, vs. The Leland Stanford Junior University, and Does 1 through 100,*  
11 *Defendants*, Case No. 115CV284784 or in any amended complaint in such lawsuit; (2) for  
12 unemployment benefits; (3) before the California Labor Commissioner's Office or the Division of Labor  
13 Standards Enforcement; and (4) pending charges before the Equal Employment Opportunity  
14 Commission.

15 **3. Waiver of California Civil Code Section 1542 by Lagos**

16 Lagos expressly acknowledges and agrees that the releases contained in this Agreement include a  
17 waiver of all rights under Section 1542 of the California Civil Code, which provides:

18 A general Release does not extend to claims which the creditor does not  
19 know or suspect to exist in his or her favor at the time of executing the  
20 release, which if known by him or her must have materially affected his or  
21 her settlement with the debtor.

22 Lagos hereby waives any and all federal and state statutes similar in substance, meaning, or  
23 application to this California Civil Code section 1542.

24 **4. Prior Releases and Waivers of Claims**

25 Defendant agrees that the Settlement Class Members' or Lagos' receipt of funds under this  
26 Agreement is not a violation of any prior promises, contracts, agreements, waivers or covenants between  
27 Defendant and the Settlement Class Members or Lagos.  
28

1 **VI. OTHER PROVISIONS.**

2 **1. No Admission of Liability.**

3 The Parties expressly acknowledge and agree that neither the fact of, nor any provision contained  
4 in, this Agreement, nor the implementing documents or actions taken under them, nor Defendant's  
5 willingness to enter into this Agreement, nor the content or fact of any negotiations, communications,  
6 and discussions associated with the settlement shall constitute or be construed as an admission by or  
7 against Defendant or any of the Released Parties of any fault, wrongdoing, violation of law, or liability  
8 whatsoever, the validity of any claim or fact alleged in this Action, or any infirmity of any defenses  
9 asserted by Defendant in this Action.

10 **2. If Settlement Not Approved.**

11 If any court disapproves or sets aside the Parties' settlement or this Agreement or any material  
12 part of either for any reason, or refuses to enter or give effect to the Final Approval Order, or holds that  
13 any terms of the settlement or this Agreement or any of the attached exhibits should be modified in any  
14 material way, then the Parties may either jointly agree to accept the settlement or this Agreement as  
15 judicially modified or, if they do not agree, either Party may appeal that ruling to the extent possible, or,  
16 in the alternative, terminate the Agreement. If the Agreement is terminated pursuant to this provision, or  
17 if an appeal is filed and if the settlement, this Agreement, or the Final Approval Order or its equivalent  
18 in all material respects are not in effect after the termination of all proceedings arising out of that appeal,  
19 then unless the Parties jointly agree otherwise, this Agreement shall become null and void, the Parties  
20 will return to the status quo ante, the Settlement Fund amount shall be returned to Stanford, and the  
21 Parties will jointly request that the Action proceed. The amount of the Settlement Fund is agreed by the  
22 Parties to be a material term of this Agreement.

23 **3. Settlement Modification.**

24 The Parties may agree by stipulation executed by counsel to modify the exhibits to this  
25 Agreement to effectuate the purpose of this Agreement or to conform to guidance from the Court about  
26 the contents of such exhibits without the need to further amend this Agreement. A stipulation modifying  
27 the settlement will be filed with the Court and subject to the Court's approval.  
28

1           **4. Class Certification for Settlement Purposes Only.**

2           The Parties' settlement and this Agreement are contingent upon the Court's certifying a class for  
3 settlement purposes only based upon the class definition set forth in this Agreement, and, if the Court  
4 does not so certify a class, this Agreement will have no effect and will be null and void. Class  
5 certification will in all instances be based on Defendant's waiver of certification arguments, but only for  
6 purposes of settlement, that may exist to defeat class certification and shall not be construed as an  
7 admission by Defendant as to the suitability of class treatment. Specifically, Defendant denies that a  
8 class may be properly certified other than for purposes of this Settlement and reserves its rights to  
9 continue to contest any existing or prospective class-certification motion, and nothing in this Agreement  
10 shall be construed as an admission by Defendant or any of the Released Parties that this Action or any  
11 similar case is amenable to class certification. Furthermore, nothing in this Agreement shall prevent  
12 Defendant from seeking decertification of a certified class if the Court does not issue a Final Approval  
13 Order or if that Order is not upheld on appeal. In addition, the Parties agree that if, for any reason, the  
14 settlement is not approved, the settlement class shall be decertified, and that certification or denial of  
15 certification shall not be used by any person, a Party, or the Court as a basis for certifying or denying  
16 certification of any class for litigation purposes.

17           **5. No Public Comment.**

18           The Parties agree that Class Counsel and/or Lagos will not issue or cause to be issued any press  
19 releases or their equivalent and will not conduct or participate in any press conferences about the  
20 Settlement. The Parties also agree that, after the Settlement is preliminarily approved, Class Counsel  
21 may post on their website a mutually agreeable description of the Settlement and resolution of the case,  
22 which description shall not identify Released Parties by name or otherwise.

23           **6. Communications with Settlement Class Members.**

24           The Parties agree that Class Counsel may communicate directly with Settlement Class Members  
25 to ensure as much participation in the settlement as possible. The Parties also agree that Defendant may  
26 communicate with its customers, employees, or prospective employees, including Settlement Class  
27 Members, in the ordinary course of business.

1           **7. No Waiver of Privilege.**

2           Nothing in this Agreement is intended to limit or waive the confidentiality of attorney-client  
3 privileged communications between Class Counsel and their current clients and Settlement Class  
4 Members, nor is anything in this Agreement intended to limit the ability of Class Counsel to make  
5 truthful representations to judicial authorities about either its appointment as class counsel or the  
6 settlement of this Action. Likewise, nothing in this Agreement is intended to limit Defendant's or its  
7 agents' communications with their counsel or their ability to respond to judicial or other government  
8 authorities.

9           **8. Agreement Not Evidence.**

10           Neither this Agreement nor any related documents, negotiations, statements, or Court  
11 proceedings may be construed as, received as, used as, or deemed to be evidence or an admission or  
12 concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but  
13 not limited to Defendant and the Released Parties, or as a waiver by Defendant of any applicable defense  
14 to the merits of the claims asserted or to Plaintiff's ability to maintain this Action as a class action,  
15 except that this Agreement is admissible at hearings necessary to obtain and implement Court approval  
16 of the Parties' settlement or in hearings to enforce the terms of this Agreement or any related order of  
17 the Court.

18           **9. No Waiver of Rights.**

19           A Party's failure to exercise any rights under this Agreement shall not constitute waiver of that  
20 Party's right to exercise those rights later, except as expressly provided in this Agreement. No delay by  
21 any Party in exercising any power or right under this Agreement will operate as a waiver of that power  
22 or right, nor will any single or partial exercise of any power or right under this Agreement preclude  
23 other or further exercises of that or any other power or right, except as expressly provided. The waiver  
24 by one Party of any breach of this Agreement will not be deemed to be a waiver of any prior or  
25 subsequent breach.

26           **10. Authority.**

27           The signatories below represent they are fully authorized to enter into this Agreement.  
28

1           **11. Best Reasonable Efforts and Mutual Full Cooperation.**

2           The Parties agree to fully cooperate with one other to accomplish the terms of this Agreement,  
3 including but not limited to, executing such documents and taking such other actions as may be  
4 reasonably necessary to implement the terms of this settlement. The Parties to this Agreement will use  
5 their best reasonable efforts, including all efforts contemplated by this Agreement and any other efforts  
6 that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the  
7 terms set forth in it and to ensure that checks are mailed to Settlement Class Members as soon as  
8 practicable under the terms of this Agreement. As soon as practicable after execution of this Agreement,  
9 Class Counsel will, with the assistance and cooperation of Defendant and its counsel, take all necessary  
10 steps reasonably necessary to secure the Court's preliminary and final approval of the Parties'  
11 settlement.

12           **12. Entire Agreement.**

13           This Agreement, with its exhibits, constitutes the full and entire agreement among the Parties  
14 with regard to the subject matter and supersedes all prior representations, agreements, promises, or  
15 warranties, written, oral, or otherwise. No Party shall be liable or bound to any other Party for any prior  
16 representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set  
17 forth in or attached to this Agreement.

18           **13. Modification.**

19           This Agreement may not be changed, altered, or modified except in a writing signed by the  
20 Parties. This Agreement may not be discharged except by performance in accordance with its terms or  
21 by a writing signed by the Parties.

22           **14. Binding.**

23           This Agreement will be binding upon and will inure to the benefit of the Parties and their  
24 respective heirs, trustees, executors, administrators, successors, and assigns.

25           **15. No Prior Assignments.**

26           The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned,  
27 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any  
28

1 portion of any liability, claim, demand, action, cause of action, or rights that are released or discharged  
2 in this settlement.

3 **16. Construction.**

4 The Parties agree that the terms and conditions of this Agreement are the result of lengthy, arms-  
5 length negotiations between the Parties and that this Agreement will not be construed in favor of or  
6 against any Party because of the extent to which any Party or the Party's counsel participated in the  
7 drafting of this Agreement.

8 **17. Construction of Captions and Interpretations.**

9 Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience  
10 and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any  
11 provision in it. Each term of this Agreement is contractual and is not merely a recital.

12 **18. Notices.**

13 Unless otherwise specifically provided in this Agreement, should any notices, demands or other  
14 communications be required after entry of the Court's Final Approval Order and Judgment, they will be  
15 in writing and will be deemed to have been duly given as of the third business day after mailing,  
16 addressed as follows:

17 If to Plaintiff:

18 THE DION-KINDEM LAW FIRM  
19 Peter R. Dion-Kindem, P.C.  
20 peter@dion-kindemlaw.com  
21 21550 Oxnard Street, Suite 900  
22 Woodland Hills, California 91367  
23 Telephone: (818) 883-4900  
24 Facsimile: (818) 883-4902

25 and

26 THE BLANCHARD LAW GROUP, APC  
27 Lonnie C. Blanchard, III  
28 lonnieblanchard@gmail.com  
3311 East Pico Boulevard  
Los Angeles, California 90023  
Telephone: (213) 599-8255  
Facsimile: (213) 402-3949



1 If to Defendant:

2 MICHAEL T. LUCEY (SBN: 099927)  
3 MAYA OHANA (SBN: 272903)  
4 GORDON & REES SCULLY MANSUKHANI LLP  
5 275 Battery Street, Suite 2000  
6 San Francisco, CA 94111  
7 Telephone: (415) 986-5900  
8 Facsimile: (415) 986-8054  
9 mlucey@gordonrees.com  
10 mohana@gordonrees.com

11 Any communication made in connection with this Agreement shall be deemed to have been  
12 served when sent by overnight delivery or registered or certified first-class U.S. mail, postage prepaid,  
13 or when delivered in person at the addresses designed above.

14 **19. Class Signatories.**

15 The Parties agree that, because the Settlement Class Members are so numerous, it is impossible  
16 and impracticable to have each Settlement Class Member execute this Agreement. Therefore, the Notice  
17 will advise all Settlement Class Members of the binding nature of the release and will have the same  
18 force and effect as if this Agreement were executed by each Settlement Class Member to the extent  
19 applicable law so provides.

20 **20. Counterparts.**

21 This Agreement may be executed in counterparts, and when each Party has signed and delivered  
22 at least one such counterpart, each counterpart will be deemed an original, and, when taken together  
23 with other signed counterparts, will constitute one Agreement, which will be binding upon and effective  
24 as to all Parties, subject to the Court's approval.

25 **21. Exhibits.**

26 A – Proposed Preliminary Approval Order

27 B1 – Proposed Email and Website Notice


28 B2 – Proposed Postcard Notice

C – Proposed Final Approval Order

Signatures on following page.

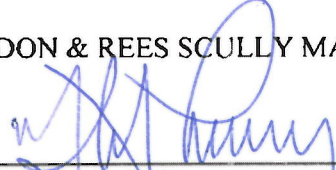
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Executed as of December 21, 2017


  
On behalf of The Board of Trustees of  
The Leland Stanford Junior University

T. Lagos  
Thomas Lagos, Plaintiff

GORDON & REES SCULLY MANSUKHANI LLP

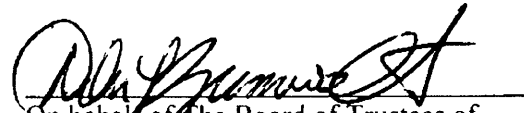
By:   
Michael T. Lucey  
Attorneys for Defendant  
The Board of Trustees of  
The Leland Stanford Junior University

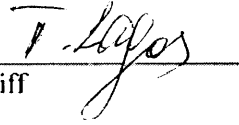
THE DION-KINDEM LAW FIRM

By:   
PETER R. DION-KINDEM, P.C.  
PETER R. DION-KINDEM  
Attorney for Plaintiff Thomas Lagos

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Executed as of December 21, 2017

  
On behalf of The Board of Trustees of  
The Leland Stanford Junior University

T. Lagos   
Thomas Lagos, Plaintiff

GORDON & REES SCULLY MANSUKHANI LLP

By: \_\_\_\_\_  
Michael T. Lucey  
Attorneys for Defendant  
The Board of Trustees of  
The Leland Stanford Junior University

THE DION-KINDEM LAW FIRM

By: \_\_\_\_\_  
PETER R. DION-KINDEM, P.C.  
PETER R. DION-KINDEM  
Attorney for Plaintiff Thomas Lagos