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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SANTA CLARA**

SARA LANGLANDS, LEIGHLAND  
HOOKS, and MARISOL HERNANDEZ,  
individually, and on behalf of all other  
similarly situated persons,

Plaintiffs,

v.

LELAND STANFORD JUNIOR  
UNIVERSITY,

Defendant.

) CASE NO. 19CV343871  
)  
) Assigned for All Purposes to  
) The Hon. Theodore C. Zayner,  
) Department 19  
)

) **STIPULATION OF SETTLEMENT**  
)

)  
) Trial Date: Not Set  
) Complaint Filed: March 6, 2019  
) TAC Filed: December 6, 2022  
)  
)  
)

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43 **THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**

1 This Stipulation of Settlement, including Exhibit A (the “Settlement,” “Settlement  
2 Agreement,” or “Agreement”), is made and entered into by, between, and among Plaintiffs  
3 SARA LANGLANDS, LEIGHLAND HOOKS, and MARISOL HERNANDEZ (“Plaintiffs”)  
4 on behalf of themselves and the Settlement Class Members, on the one hand, and Defendant  
5 THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY  
6 (“Defendant” or “Stanford”) on the other hand. Plaintiffs and Defendant (the “Parties”) enter  
7 into this Agreement to effect a full and final settlement and preclusive judgment resolving all  
8 claims brought or that could have been brought against Defendant based on the factual  
9 allegations alleged in the case *Sara Langlands, Leighland Hooks, and Marisol Hernandez v.*  
10 *Leland Stanford Junior University* (Superior Court of the State of California, County of Santa  
11 Clara, No. 19CV343871) (the “Action”). This Agreement is intended to fully and finally  
12 compromise, resolve, discharge, and settle the Released Claims, as defined and on the terms  
13 set forth below, and to the full extent reflected here, subject to the Court’s approval.

14 **1. RECITALS**

15 This Agreement is made in consideration of the following facts:

16 1.1 WHEREAS, on March 6, 2019, Plaintiffs Sara Langlands and Leighland Hooks  
17 commenced the Action by filing a Class Action Complaint asserting causes of action for: (1)  
18 Failure to Pay All Overtime Earned; (2) Failure to Provide Meal Periods; (3) Failure to Pay  
19 Wages for All Hours Worked; (4) Violation of Labor Code sections 204 and 210; (5) Failure  
20 to Provide an Adequate Wage Statement; (6) Civil Penalties Under Labor Code section 558;  
21 (7) Unlawful, Unfair and Fraudulent Business Practices; (8) Violation of the Employee  
22 Retirement Income Security Act (“ERISA”); (9) Expense Reimbursement; and (10) Failure to  
23 Produce Records;

24 1.2 WHEREAS, the next day, on March 7, 2019, Plaintiffs notified Defendant and  
25 the Labor and Workforce Development Agency (“LWDA”) of Defendant’s alleged violations  
26 under the Private Attorneys General Act (“PAGA”), Labor Code section 2698 *et seq.*;

27 1.3 WHEREAS, on April 4, 2019, Defendant filed a Notice of Removal in the  
28 United States District Court for the Northern District of California based on federal question

jurisdiction over Plaintiffs' ERISA claim;

1.4 WHEREAS the Parties agreed and stipulated to allow for the remand of the Action to this Court if Plaintiffs filed an amended complaint removing their ERISA claim;

1.5 WHEREAS, on September 13, 2019, the Honorable Edward J. Davila remanded the Action back to this Court, and Plaintiffs filed their First Amended Complaint on October 29, 2019, which eliminated Plaintiffs' ERISA claim and added claims for split shift pay violations and penalties under PAGA, as more than sixty-five days had passed without the LWDA taking any action;

1.6 WHEREAS, on November 6, 2019, the Honorable Thomas E. Kuhnle, per stipulation by the Parties, dismissed Plaintiffs' sixth cause of action seeking penalties under Labor Code section 558 due to a September 2019 California Supreme Court ruling that no private right of action exists under section 558 and PAGA penalties are unrecoverable under this section;

1.7 WHEREAS Plaintiffs, upon stipulation by the Parties, filed their Second Amended Complaint on August 10, 2020, adding a claim for failure to provide rest periods;

1.8 WHEREAS, on April 19, 2022, Marisol Hernandez, not yet a party to this Action, separately notified Defendant and the LWDA of alleged PAGA violations by Defendant;

1.9 WHEREAS Plaintiffs, upon stipulation by the Parties, filed their Third Amended Complaint on December 6, 2022, adding Marisol Hernandez as a named Plaintiff and clarifying that Plaintiffs do not seek PAGA penalties for the alleged violations of Labor Code sections 204 and 210;

1.10 WHEREAS the Parties engaged in extensive discovery, exchanging information, documents, and reviewing and analyzing data made available by Defendant, which enabled the Parties to thoroughly evaluate Plaintiffs' claims, the PAGA claim, the claims of the putative Class, Defendant's defenses, and the likely outcomes, risks, and expense of pursuing litigation;

1.11 WHEREAS, on May 24, 2023, the Parties attended a private mediation with mediator Tripper Ortman, Esq., and reached the terms of this arm's-length Settlement;

1           1.12 WHEREAS a bona fide dispute exists as to whether any wages or penalties are  
2 due from Defendant to any putative Class Member, to the LWDA, or to any allegedly  
3 aggrieved employees;

4           1.13 WHEREAS the Parties desire to compromise and settle all issues and claims that  
5 have been or could have been brought against Defendant based on the factual allegations of  
6 the Action, including all claims brought on a putative class and representative basis in the  
7 Action;

8           1.14 WHEREAS the Parties further agree that this Agreement, the fact of this  
9 Settlement, any terms of this Agreement, and any documents filed in connection with the  
10 Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as an  
11 admission, finding, or evidence of: (i) any wrongdoing by any Released Parties; (ii) any  
12 violation of any statute or law by Released Parties; (iii) any liability on the claims or  
13 allegations in the Action on the part of any Released Parties; (iv) any waiver of Defendant's  
14 right to arbitration or the enforceability of any arbitration agreement; or (v) the propriety of  
15 certifying a class or pursuing representative relief under PAGA in the Action or any other civil  
16 or administrative proceeding; and this Agreement shall not be used by any person for any  
17 purpose whatsoever in any administrative or legal proceeding, including but not limited to  
18 arbitrations, other than a proceeding to enforce the terms of this Agreement;

19           1.15 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND  
20 AGREED by Plaintiffs, for themselves and on behalf of the Settlement Class Members,  
21 defined below, and PAGA Employees, defined below, and by Defendant that, subject to the  
22 approval of the Court, the Action shall be settled and compromised, and the Released Claims  
23 shall be finally and fully compromised and settled as to the Released Parties in the manner and  
24 upon the terms and conditions set forth in this Agreement.

## 25       **2.     DEFINITIONS**

26           Unless otherwise defined herein, capitalized terms used in this Agreement have these  
27 meanings:  
28

1           2.1    “Action” means the case *Sara Langlands, Leighland Hooks, and Marisol*  
2           *Hernandez v. Leland Stanford Junior University* (Superior Court of the State of California,  
3           County of Santa Clara, No. 19CV343871).

4           2.2    “Class Members” means: (1) all current and former non-exempt employees,  
5           defined as full and part time non-exempt employees whether paid on a salary or hourly basis  
6           who were included in pay groups NX1, NXH, HR2 and NX2, excluding enrolled students and  
7           bargaining unit members, who worked in California between March 6, 2015, and the earlier of  
8           December 31, 2023, or the date of preliminary approval of the parties’ settlement agreement  
9           by the Court; and (2) all current and former Contingent (non-exempt employees hired on a  
10          Casual or Temporary basis) non-exempt employees who worked in Stanford’s Department of  
11          Public Safety, Department of Music, Bing Concert Hall, Music Library, Stanford Video, and  
12          CCRMA-Computer Music Lab, and Stanford Live, excluding students and bargaining unit  
13          members, who worked in California between March 6, 2015, and the earlier of December 31,  
14          2023, or the date of preliminary approval of the parties’ settlement agreement by the Court  
15          (the Class Period).

16          2.3    “Settlement Class Members” means all Class Members who do not opt out of  
17          this Settlement.

18          2.4    “Class Period” means March 6, 2015, through the earlier of December 31, 2023,  
19          or the date of preliminary approval of the Parties’ Settlement Agreement by the Court.

20          2.5    “Class Counsel” means Cary Kletter and Rachel Hallam of Kletter Law; Hunter  
21          Pyle and Andrea A. Núñez of Hunter Pyle Law; Eric Kingsley and Kelsey Szamet of Kingsley  
22          & Kingsley, APC; and Michael Singer of Cohelan Khoury & Singer.

23          2.6    “Class Counsel Award” means the attorneys’ fees and reimbursement of  
24          litigation costs and expenses awarded by the Court to Class Counsel to fully satisfy all claims  
25          for attorneys’ fees and costs incurred by Plaintiffs to litigate and settle this Action.

26          2.7    “Class Information” means information regarding Class Members that  
27          Defendant will in good faith compile from its records and provide to the Settlement  
28          Administrator. Subject to the Settlement Administrator’s Standard Services Agreement and

1 ILYM Security Protocols, as further described in Section 2.31 below, Class Information shall  
2 be provided in a Microsoft Excel spreadsheet and shall include each Class Member's full  
3 name, Social Security Number, last known mailing address, total Workweeks, defined below,  
4 employed during the Class Period, total pay periods worked during the PAGA Period, and  
5 dates of employment as a non-exempt employee during the Class Period. Because Class  
6 Members' private information is included in the Class Information, the Settlement  
7 Administrator shall maintain the Class Information in confidence, shall limit access to the  
8 information only to those employees of the Settlement Administrator with a need to use the  
9 Class Information as part of the administration of the Settlement, and shall use and disclose the  
10 Class Information only for purposes of this Settlement.

11 2.8 "Class Notice" means the Notice of Class Action Settlement to be provided to  
12 Class Members, substantially in the form attached as "Exhibit A."

13 2.9 "Complete and General Release" means a release of the Released Parties from  
14 all claims, demands, rights, liabilities, and causes of action of every nature and description  
15 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,  
16 contract, or for violation of any state or federal statute, rule or regulation arising out of,  
17 relating to, or in connection with any act or omission by or on the part of any of the Released  
18 Parties committed or omitted prior to the execution hereof. The Complete and General Release  
19 also means that Plaintiffs Sara Langlands, Leighland Hooks, and Marisol Hernandez also each  
20 stipulate and agree that they are not due or owed any additional monies and expressly waive  
21 and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of  
22 section 1542 of the California Civil Code, or any other provision under federal or state law,  
23 which provides:

24 A general release does not extend to claims that the creditor or releasing party does  
25 not know or suspect to exist in his or her favor at the time of executing the release  
26 and that, if known by him or her, would have materially affected his or her  
27 settlement with the debtor or released party.

28 2.10 "Court" means the Santa Clara County Superior Court.

1           2.10.1 “Effective Date” means the first business day upon which the latest of the  
2 following dates: (i) if no Class Member files an objection or, if they have filed objections, such  
3 objections have been withdrawn, then the date the Court enters an order granting final approval  
4 of the Agreement; (ii) if a Class Member files an objection to the Agreement that has not been  
5 withdrawn, and if an appeal, review or writ is not sought from the order granting final approval  
6 of the Agreement, then sixty-one calendar days after service of notice of entry of the order; or  
7 (iii) if an appeal, review or writ is sought from the order, then the business day after the court of  
8 last resort to which any appeal is taken has affirmed the order or the appeal, review or writ is  
9 dismissed or denied, and the order is no longer subject to further appeal or judicial review.

10           2.11 “Final Approval Date” means the date of the Court’s order finally approving this  
11 Settlement.

12           2.12 “Final Approval Order” means the Court’s order finally approving this  
13 Settlement.

14           2.13 “Final Approval Hearing” means the hearing at or after which the Court will  
15 make a final decision as to whether the Settlement is fair, reasonable, and adequate, and  
16 therefore is finally approved by the Court.

17           2.14 “Individual Settlement Payment” means the gross payment of each Settlement  
18 Class Member’s Individual Settlement Share and Individual PAGA Payment if applicable.

19           2.15 “Individual Settlement Share” means the pro rata payment of the Net  
20 Distribution Fund to each Settlement Class Member.

21           2.16 “Individual PAGA Payment” means PAGA Employees’ pro rata share of 25% of  
22 the PAGA Payment.

23           2.17 “Judgment” means the judgment to be entered in the Action upon final approval  
24 of the Settlement.

25           2.18 “Mailed Notice Date” means the date of the initial mailing of the Class Notice to  
26 Class Members.

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1           2.19 “Net Distribution Fund” means the Total Settlement Amount less the payment  
2 of: (1) the Class Counsel Award; (2) Plaintiffs’ Service Awards; (3) the PAGA Payment; and  
3 (4) the Settlement Administrator Expenses.

4           2.20 “PAGA Employees” is defined as (1) all current and former non-exempt  
5 employees, defined as full and part time non-exempt employees whether paid on a salary or  
6 hourly basis who were included in pay groups NX1, NXH, HR2 and NX2, excluding enrolled  
7 students and bargaining unit members, who worked in California between February 4, 2018,  
8 through the earlier of December 31, 2023, or the date of preliminary approval of the Parties’  
9 Settlement Agreement by the Court; and (2) all current and former Contingent (non-exempt  
10 employees hired on a Casual or Temporary basis) non-exempt employees who worked in  
11 Stanford’s Department of Public Safety, Department of Music, Bing Concert Hall, Music  
12 Library, Stanford Video, and CCRMA-Computer Music Lab, and Stanford Live, excluding  
13 students and bargaining unit members, who worked in California between February 4, 2018,  
14 through the earlier of December 31, 2023, or the date of preliminary approval of the Parties’  
15 Settlement Agreement by the Court. .

16           2.21 “PAGA Payment” means a total payment of \$300,000 as consideration for the  
17 PAGA Release. The PAGA Payment will be allocated exclusively as penalties under Labor  
18 Code section 2699, of which 75% (\$225,000) will be paid to the LWDA and the remainder of  
19 which will be distributed to the PAGA Employees. The PAGA Payment shall be payable from  
20 the Total Settlement Amount.

21           2.22 “PAGA Period” means February 4, 2018, through the earlier of December 31,  
22 2023, or the date of preliminary approval of the Parties’ Settlement Agreement by the Court.

23           2.23 “PAGA Release” means and refers to the release provided by Plaintiffs acting in  
24 their capacity as private attorneys general on behalf of the State of California, and on behalf of  
25 the Labor and Workforce Development Agency and the PAGA Employees. The PAGA  
26 Release shall operate to release and discharge the Released Parties from any claim for civil  
27 penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor  
28 Code section 2698 *et seq.* that arose during the PAGA Period, as asserted in the Action, or that

could have been asserted based on the facts, claims, causes of action, and legal theories that were asserted in the Action and identified in the Notices to the LWDA dated March 7, 2019 and April 19, 2022. This shall specifically include claims for: (1) Failure to Pay Overtime Earned; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Wages at Separation; (5) Failure to Timely Pay Wages; (6) Failure to Provide Accurate Wage Statements; (7) Expense Reimbursement; and the (8) Failure to Produce Records, and (9) the following enumerated statutes: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1198.5 and 2802 and the related IWC Wage Order No. 5-2001.

2.24 “Plaintiffs” means Sara Langlands, Leighland Hooks, and Marisol Hernandez.

2.25 “Preliminary Approval” means entry of the Preliminary Approval Order.

2.26 “Preliminary Approval Order” means the order granting preliminary approval of this Settlement Agreement.

2.27 “Released Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities, from March 6, 2015, through the earlier of December 31, 2023, or the date of preliminary approval of the Parties’ Settlement Agreement by the Court (the Class Period), known or unknown, suspected or unsuspected, that each participating Class Member had, now has, or may hereafter claim to have during the Class Period against Defendant The Board of Trustees of the Leland Stanford Junior University, its agents, trustees, officers, employees, directors, owners, subsidiaries, DBA’s, affiliates, and predecessors and successors (the Released Parties), and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in Plaintiffs’ Third Amended Complaint and Notice to the LWDA, regardless of whether such claims arise under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law. The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1198.5 and 2802 and the related IWC Wage Order No. 5-2001 and Business &

1 Professions Code §§ 17200 *et seq.* claims based on alleged violations of these Labor Code and  
2 Wage Order provisions and all other claims, such as those under the California Labor Code,  
3 Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based  
4 on the facts asserted in the Action, including: (1) Failure to Pay All Overtime Earned; (2)  
5 Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Wage  
6 at Separation; (5) Failure to Timely Pay Wages; (6) Failure to Provide Accurate Wage  
7 Statements; (7) Unlawful Business Practices; (8) Expense Reimbursement; (9) Failure to  
8 Produce Records; and (10) Civil Penalties Pursuant to PAGA as described in Plaintiffs' letters  
9 to the LWDA, dated March 7, 2019, and April 19, 2022, as well as interest, fees, and costs.  
10 The enumeration of these specific statutes shall neither enlarge or narrow the scope of *res*  
11 *judicata* based on the claims that were asserted in the Action or could have been asserted in  
12 the Action based on the facts and circumstances alleged in any complaint on file in the Action.

13 2.28 "Released Parties" means Defendant The Board of Trustees of the Leland  
14 Stanford Junior University, its agents, trustees, officers, employees, directors, owners,  
15 subsidiaries, DBA's, predecessors and successors.

16 2.29 "Response Deadline" means the date by which a Class Member may: (i) request  
17 to be excluded from the Settlement; (ii) object to the Settlement; or (iii) dispute the number of  
18 Workweeks credited to him or her. The Response Deadline shall be sixty (60) calendar days  
19 after the Mailed Notice Date and shall be specifically identified and set forth in the  
20 Preliminary Approval Order and Class Notice. The Response Deadline may be extended in the  
21 event the Class Notice is re-mailed to any Class Members as set forth in section 6. In the event  
22 the Class Notice is re-mailed, the Settlement Administrator shall advise the Class Member that  
23 they have an additional ten (10) calendar days from the original Response Deadline to submit  
24 a response (the "Extended Response Deadline").

25 2.30 "Service Award" means the amounts approved by the Court to be paid to  
26 Plaintiffs, in addition to Plaintiffs' respective Individual Settlement Payment. The Service  
27 Award payable to Sara Langlands and Leighland Hooks shall not exceed \$20,000 each and  
28

1 shall be payable from the Total Settlement Amount. The Service Award payable to Marisol  
2 Hernandez shall not exceed \$7,500 and shall be payable from the Total Settlement Amount.

3 2.31 “Settlement Administrator” means ILYM Group, who will perform its services  
4 pursuant to the terms of the ILYM 2023 Standard Services Agreement and ILYM Security  
5 Protocols, incorporated herein as Exhibit B. However, in the event that ILYM cannot  
6 accommodate Stanford’s heightened security requirements with respect to its receipt and  
7 handling of Class Information, the Parties agree to negotiate in good faith to determine a  
8 suitable replacement administrator.

9 2.32 “Settlement Administrator Expenses” means the maximum amount to be paid to  
10 the Settlement Administrator, which shall not exceed one hundred thousand dollars  
11 (\$100,000). All Settlement Administrator Expenses are to be paid exclusively from the Total  
12 Settlement Amount.

13 2.33 “Total Settlement Amount” means six million dollars (\$6,000,000), which is the  
14 maximum amount that Defendant is obligated to pay under this Settlement Agreement, except  
15 for the employer’s share of payroll taxes with respect to the wage portion of Individual  
16 Settlement Shares, in order to resolve and settle this Action, subject to Court approval. The  
17 \$6,000,000 plus the employer’s share of payroll taxes is the maximum amount Defendant is  
18 obligated to pay under this Agreement. The Total Settlement Amount includes the Class  
19 Counsel Award, the Service Awards, the Settlement Administrator Expenses, the PAGA  
20 Payment (which includes Individual PAGA Payments to PAGA Employees and payment to  
21 the LWDA), the Individual Settlement Shares, all related interest, and all employee-side  
22 payroll and employment taxes on the wage portion of Individual Settlement Shares. The Total  
23 Settlement Amount does not include the employer-side payroll and employment taxes on the  
24 wage portion of Individual Settlement Shares, which Defendant agrees to pay separately.

25 2.34 “Void Date” means the date by which any checks issued to Settlement Class  
26 Members shall become void, i.e., on the 181st day after mailing.

27 2.35 “Workweeks” means the number of weeks during which a Class Member  
28 worked for Defendant in the State of California during the Class Period.

1       **3.     CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

2           3.1   Certification of Class: Solely for the purposes of this Settlement, the Parties  
3 stipulate and agree that the Court may certify the Class.

4           3.2   Appointment of Class Representatives: Solely for the purposes of this  
5 Settlement, the Parties stipulate and agree that Plaintiffs Sara Langlands, Leighland Hooks,  
6 and Marisol Hernandez shall be appointed representatives of the Class.

7           3.3   Appointment of Class Counsel: Solely for the purposes of this Settlement, the  
8 Parties stipulate and agree that Class Counsel shall be approved as counsel for Settlement  
9 Class Members.

10          3.4   Appointment of Settlement Administrator: Solely for the purposes of this  
11 Settlement, the Parties stipulate and agree that ILYM Group shall be appointed to serve as  
12 Settlement Administrator, subject to its ability to perform its services pursuant to the terms of  
13 the ILYM 2023 Standard Services Agreement and ILYM Security Protocols, set forth in  
14 Exhibit B. The Settlement Administrator shall be responsible for establishing a toll-free  
15 telephone number by which Class Members can inquire about the Settlement and a Post Office  
16 Box for receipt of Class Members' communications; preparing, printing and mailing the Class  
17 Notice; receiving and reviewing requests for exclusion, objections, or disputes submitted by  
18 Class Members; calculating Individual Settlement Shares and Individual PAGA Payments;  
19 calculating and paying any and all payroll tax or other required withholdings from the wage  
20 portion of the Individual Settlement Shares as required under this Agreement and applicable  
21 law; providing weekly status reports to Defendant's counsel and Class Counsel; providing a  
22 due diligence declaration for the Court prior to the Final Approval Hearing; mailing Individual  
23 Settlement Payments, the Service Awards, the Class Counsel Award, and 75% of the PAGA  
24 Payment to the LWDA; printing and providing Plaintiffs, Class Counsel, and Settlement Class  
25 Members with IRS Forms W-2 or 1099 as required under this Agreement and applicable law;  
26 providing a due diligence declaration for submission to the Court upon the completion of the  
27 Settlement; and for other tasks as the Parties mutually agree. The Parties agree to cooperate in  
28

the settlement administration process and to make all reasonable efforts to control and minimize Settlement Administrator Expenses.

3.5 Conditional Nature of Stipulation for Certification: Solely for the purposes of this Settlement, the Parties stipulate and agree to the certification of the Class. Should for whatever reason the Settlement not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class should be certified in a non-Settlement context in this Action or in any other lawsuit. Defendant expressly reserves its right to oppose any claim or class certification in this or any other action should this Settlement not become effective.

3.6 The Parties agree to stay all proceedings in the Action, except those proceedings necessary to implement and complete the Settlement, from the date that this Settlement Agreement is executed by Plaintiffs until such time as the Parties shall agree in writing that the stay is lifted, which stay shall extend the time within which this action must be brought to trial pursuant to California Code of Civil Procedure section 583.310, et seq.

#### **4. NON-REVERSIONARY SETTLEMENT CONSIDERATION**

4.1 Defendant's total monetary obligation under this Settlement is the Total Settlement Amount (\$6,000,000) and is non-reversionary. This is an "all in" number that includes, without limitation, all monetary benefits and payments for Settlement Class Members, Service Awards, the Class Counsel Award, Settlement Administrator Expenses, the PAGA Payment, and all other claims for interest, fees, and costs. Under no circumstances shall Defendant be required to pay anything more than the Total Settlement Amount, except that Defendant will separately pay the employer payroll and employment taxes due for the wages portion of Individual Settlement Shares made under this Agreement. In no event shall Defendant be liable for making any payments under this Settlement, or for providing any relief to the Settlement Class Members, before the Effective Date of this Agreement. Within thirty (30) calendar days of the Effective Date, Defendant will transfer the total settlement amount to the Settlement Administrator. Such funding is conditioned on the Settlement Administrator

1 providing valid transmission instructions, which shall include the amount of additional  
2 employer-side payroll taxes.

3 4.2 Plaintiffs expressly agree to hold Class Counsel, Defendant, Defense Counsel,  
4 and the Settlement Administrator harmless from any claim or liability for taxes, penalties, or  
5 interest arising as a result of the payments under this Settlement, with the exception of the  
6 payroll withholdings required by Defendant under this Settlement.

7 4.3 Defendant agrees not to oppose Plaintiff Sara Langlands's application for a  
8 Service Award in an amount up to \$20,000, Plaintiff Leighland Hooks's application for a  
9 Service Award in an amount up to \$20,000, or Plaintiff Marisol Hernandez's application for a  
10 Service Award in an amount up to \$7,500. Any Service Award awarded by the Court shall be  
11 paid from the Total Settlement Amount. If the Court awards less than the full Service Award,  
12 the unawarded funds shall become part of the Net Distribution Fund.

13 4.4 Plaintiffs shall seek a Class Counsel Award from the Court, consisting of  
14 attorneys' fees in an amount of up to \$2,000,000 and all litigation costs and expenses incurred  
15 subject to proof in an amount not to exceed \$75,000. Defendant agrees not to oppose a request  
16 for these amounts. Any Class Counsel Award awarded by the Court shall be paid from the  
17 Total Settlement Amount. Any portion of the Class Counsel Award that is not approved by the  
18 Court and awarded to Class Counsel shall become part of the Net Distribution Fund.

19 4.5 The Parties agree to allocate three hundred thousand dollars (\$300,000) for the  
20 PAGA Payment, of which 75% or \$225,000 shall be paid to the LWDA, and the remaining  
21 25% or \$75,000 shall be paid to PAGA Employees on a pro rata basis based on Workweeks in  
22 the PAGA Period, if any, and irrespective of whether or not they request exclusion from the  
23 Settlement. The PAGA Payment shall be paid from the Total Settlement Amount. Any portion  
24 of the PAGA Payment that is not approved by the Court shall become part of the Net  
25 Distribution Fund.

26 4.6 The Settlement Administrator Expenses are estimated not to exceed one hundred  
27 thousand dollars (\$100,000). The Settlement Administrator Expenses shall be paid from the  
28

1 Total Settlement Amount. Any portion of the Settlement Administrator Expenses not actually  
2 incurred by the Settlement Administrator shall become part of the Net Distribution Fund.

3 4.7 The Settlement Administrator shall calculate the Individual Settlement Shares  
4 based on the Class Information provided to the Settlement Administrator by Defendant.  
5 Payment of Individual Settlement Shares to Settlement Class Members will be made from the  
6 Net Distribution Fund as follows:

7 (a) The allocation of the Net Distribution Fund shall be made pursuant to a formula by  
8 which each Class Member receives a pro rata portion of the Net Distribution Fund  
9 based upon the number of Workweeks the Class Member worked for Defendant  
10 during the Class Period.

11 (b) Each Class Member's number of Workweeks will be derived by Defendant based on  
12 the payroll and time records kept by Defendant in the ordinary course of business  
13 during the Class Period. Individual Settlement Shares shall be characterized as 20  
14 percent wages, 60 percent penalties, and 20 percent interest. Wage payments shall  
15 be subject to all required withholdings. Defendant shall be responsible for the  
16 employer's share of any applicable payroll taxes. Each Class Member's Individual  
17 Settlement Award will be reported on a W-2 or 1099 Form.

18 4.8 PAGA Employees will receive an Individual PAGA Payment that consists of a  
19 pro rata share of 25% of the PAGA Payment based on total pay periods worked during the  
20 PAGA Period. Specifically, 25% of the PAGA Payment shall be divided by the total of all  
21 Workweeks worked by PAGA Employees during the PAGA Period in order to establish the  
22 value of each Workweek. The Individual PAGA Payment to be made to each PAGA  
23 Employee shall be calculated by multiplying the value of a Workweek by the number of  
24 Workweeks worked by the PAGA Employee during the PAGA Period.

25 4.9 Settlement Class Members may dispute the number of Workweeks with which  
26 they have been credited, as reflected in their respective Class Notices. In order to dispute  
27 Workweeks, Settlement Class Members must submit a written letter returned to the Settlement  
28 Administrator by mail at the specified address, postmarked on or before the Response



1 Deadline. The written letter must: (a) contain the case name and number of the Action; (b) be  
2 signed by the Settlement Class Member; (c) contain the full name, address, telephone number,  
3 and the last four digits of the Social Security Number of the disputing Settlement Class  
4 Member; (d) clearly state that the Settlement Class Member disputes the number of  
5 Workweeks credited to him or her and what he or she contends is the correct number to be  
6 credited to him or her; and (e) include information or attached documentation demonstrating  
7 that the amount of Workweeks that he or she contends should be credited to him or her are  
8 correct. The date of the postmark on the submission will be the exclusive means to determine  
9 whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of  
10 Defendant's records and data as they pertain to the number of Workweeks to be credited to a  
11 disputing Settlement Class Member, Defendant's records will be presumed correct and  
12 determinative of the dispute. However, if a Class Member produces information or documents  
13 to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class  
14 Member and the Settlement Administrator will resolve and determine the number of eligible  
15 Workweeks that the disputing Settlement Class Member should be credited with under the  
16 Settlement. The Settlement Administrator's decision on such disputes will be final and non-  
17 appealable.

18 4.10 Defendant has represented that Class Members have worked a total of no greater  
19 than 1.1 million total Workweeks as of May 24, 2023. Should the actual number of workweeks  
20 worked by Class Members exceed 1.1 million by more than 10% greater than this figure (i.e.,  
21 if there are 1.21 million or more total workweeks), Plaintiffs may exercise the option to  
22 withdraw from the settlement. If that occurs, this Settlement will be entirely void. However,  
23 the parties may also agree to modify the terms of the Settlement based on the changed facts.

24 4.11 Individual PAGA Payments will be allocated as one hundred percent (100%)  
25 penalties to be reported on IRS Form 1099.

26 4.12 Settlement Class Members (except Plaintiffs with respect to their Service  
27 Awards) are not eligible to receive any compensation other than the Individual Settlement  
28 Payments discussed above.

1           4.13 The Settlement Administrator shall never be empowered to make payments to  
2 Class Members exceeding the total Net Distribution Fund or deviate from the payment  
3 formula agreed upon by the Parties.

4           4.14 Amounts paid to Plaintiffs and Settlement Class Members pursuant to this  
5 Settlement Agreement shall be deemed to be paid to such Settlement Class Members and  
6 PAGA Employees solely in the year in which such payments actually are received by the  
7 Settlement Class Members and PAGA Employees. It is expressly understood and agreed that  
8 such Individual Settlement Payments and Individual PAGA Payments will not be utilized to  
9 calculate any additional compensation or any additional benefits under any compensation or  
10 benefit plans to which any Settlement Class Member or PAGA Employee may be eligible,  
11 including, but not limited to: bonus, contest or commissions plans; profit-sharing plans, bonus  
12 plans, 403(b) and 457 plans, deferred compensation plans; vacation plans, sick leave plans,  
13 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement  
14 Agreement will not affect any rights, contributions, or amounts to which any Settlement Class  
15 Members or PAGA Employees may be entitled under any compensation or benefit plans.

16           4.15 In consideration of their Service Awards, Plaintiffs Sara Langlands and  
17 Leighland Hooks, individually and on behalf of their heirs, estates, trustees, executors,  
18 administrators, representatives, agents, successors, and assigns, and anyone claiming through  
19 them or acting or purporting to act on their behalf, agree to provide a Complete and General  
20 Release.

21           4.16 In exchange for a separate payment of \$20,000 provided by Defendant, Plaintiff  
22 Marisol Hernandez, individually and on behalf of her heirs, estates, trustees, executors,  
23 administrators, representatives, agents, successors, and assigns, and anyone claiming through  
24 her or acting or purporting to act on her behalf, agrees to provide a Complete and General  
25 Release. Hernandez's receipt of either the service payment or the separate payment set forth  
26 above is contingent upon her signing a separate settlement agreement including a Complete  
27 and General Release and the Court granting final approval of this Settlement and entering  
28 judgment thereon.

1           4.17 In exchange for the consideration provided by Defendant, Plaintiffs Sara  
2 Langlands, Leighland Hooks, and Marisol Hernandez or such other designee who has properly  
3 exhausted administrative requirements and is acting in the capacity of a representative of the  
4 State of California and on behalf of the group of PAGA Employees, agree to release any and  
5 all claims arising during the Class Period that could have been asserted by the State of  
6 California and on behalf of the Labor and Workforce Development Agency against Defendant  
7 based on Labor Code sections §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174,  
8 1182.12, 1194, 1194.2, 1197, 1198.5 and 2802 and the applicable IWC Wage Orders.

9           4.18 In exchange for the consideration provided by Defendant, Settlement Class  
10 Members, individually and on behalf of their heirs, estates, trustees, executors, administrators,  
11 representatives, agents, successors, and assigns, and anyone claiming through them or acting  
12 or purporting to act on their behalf, will agree to forever release, discharge, and hold harmless  
13 each and all of the Released Parties for the Released Claims during the Class Period.

14           4.19 All releases identified herein shall be null and void if Defendant fails to fully  
15 fund the Total Settlement Amount. The releases identified herein shall become effective on the  
16 date on which Defendant fully funds the Total Settlement Amount.

17           4.20 Any uncashed settlement compensation left after distributing the Net  
18 Distribution Fund and after the 180-day period for negotiating checks will constitute a *cy pres*  
19 fund to be Law Foundation of Silicon Valley, subject to Court approval.

20           4.21 Defendant will not receive reversion of any part of the Total Settlement Amount,  
21 unless the Settlement is not finally approved by the Court with the terms materially identical to  
22 the terms articulated in this Agreement. In the event the Settlement is void per this term, or is  
23 not given final approval by the Court, Defendant will bear only one half of the already-accrued  
24 costs of the Settlement Administrator.

## 25       **5.     PROCEDURE FOR REQUESTING PRELIMINARY APPROVAL OF THE** 26 **SETTLEMENT**

27           5.1 After execution of this Settlement Agreement, Plaintiffs shall promptly submit a  
28 motion for preliminary approval of the Settlement to the Court, along with the Settlement

1 Agreement. Plaintiffs will provide the proposed motion to Defendant's counsel of record no  
2 less than five (5) calendar days before the motion is filed for review and comment. Plaintiffs'  
3 motion for preliminary approval shall request that the Court enter a preliminary approval  
4 order. Drafts of the motion for preliminary approval, including the proposed preliminary  
5 approval order, shall be provided to Defendant's counsel at least five (5) court days before the  
6 documents are filed and approved of in writing before being filed.

7 5.2 The Preliminary Approval Order shall:

- 8 • Conditionally certify the Settlement Class for settlement purposes;
- 9 • Preliminarily appoint Plaintiffs as representatives of the proposed Settlement  
10 Class;
- 11 • Preliminarily approve Class Counsel to represent the Settlement Class;
- 12 • Appoint ILYM Group as the Settlement Administrator and order the Settlement  
13 Administrator to provide notice of the Settlement as outlined in this Agreement;
- 14 • Stay all litigation of the Action pending the Final Approval Hearing, except as  
15 necessary to implement and effectuate the Settlement; and
- 16 • Order that the preliminary approval of the Settlement, conditional certification  
17 of the Settlement Class, and all actions associated with them, are undertaken on  
18 the condition that they shall be vacated if the Settlement Agreement is  
19 disapproved in whole or in part by the Court, or any appellate court or other  
20 court of review, in which event the Settlement Agreement and the fact that it  
21 was entered into shall not be offered, received, or construed as an admission or  
22 as evidence for any purpose, including but not limited to an admission by any  
23 Party of liability or non-liability or of the certifiability of a litigation class or the  
24 appropriateness of maintaining a representative action.

25 5.3 The motion for preliminary approval shall request: the Final Approval Hearing;  
26 that any determination on the request for a Class Counsel Award and Service Award be set no  
27 earlier than forty-five (45) calendar days after the Response Deadline; and that Plaintiffs be  
28

permitted to file Plaintiffs' motion for final approval of the Settlement no later than sixteen (16) court days before the Final Approval Hearing.

5.4 At the same time that Plaintiffs file the motion for preliminary approval, Class Counsel will submit the Settlement Agreement to the LWDA.

## **6. PROCEDURE FOR PROVIDING NOTICE OF SETTLEMENT**

6.1 No more than thirty (30) calendar days after Preliminary Approval, Defendant shall provide the Settlement Administrator with the Class Information for purposes of sending the Class Notice to Class Members.

6.2 No more than forty-five (45) calendar days after Preliminary Approval, the Settlement Administrator shall mail the Class Notice to Class Members via first-class regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes. For each Class Notice returned as undeliverable without a forwarding address, the Settlement Administrator will perform a single computer or "skiptrace" search to obtain an updated address. All Class Members' names and postal mail addresses obtained through these sources shall be protected as confidential and not used for purposes other than the notice and administration of this Settlement. The address determined by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Members. The Settlement Administrator shall promptly re-mail the Class Notice to any Class Member whose original notice was returned because of a wrong address within three (3) business days of obtaining an updated address and advise the Class Member of the Extended Response Deadline.

6.3 If any Class Notice to a Class Member is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the postal mailing to that address within three (3) business days. Class Members whose Class Notices are re-mailed shall have an additional ten (10) calendar days from the original Response Deadline to submit a response (the Extended Response Deadline). The Settlement Administrator will advise Class Members of the Extended Response Deadline where applicable.

1           6.4    The Settlement Administrator shall continue to obtain updated mailing addresses  
2 for any undeliverable Class Notices until the Response Deadlines. The Settlement  
3 Administrator shall maintain a log detailing the instances Class Notices are returned as  
4 undeliverable, re-mailed, and when applicable, returned again.

5           6.5    The Class Notice shall include a statement as to the number of Workweeks  
6 credited to the Class Member, where applicable, as well as an explanation of how the  
7 Workweeks will be used to calculate the Individual Settlement Shares and Individual PAGA  
8 Payments if applicable.

9           6.6    The Class Notice will inform Class Members that, unless they submit a request  
10 to be excluded from the Settlement, they will become Settlement Class Members and will  
11 receive Individual Settlement Payments under the Agreement.

12          6.7    The Class Notice will inform Class Members of their right to request exclusion  
13 from the Settlement or to object to the Settlement, dispute the amount of Workweeks credited  
14 to them, and of the procedure for doing so. The Class Notice will also inform Class Members  
15 that if they request exclusion from the Class, they may not also object to the Settlement or  
16 dispute the number of Workweeks credited to them. The Class Notice will inform PAGA  
17 Employees that all claims to PAGA penalties are settled by operation of law and that they are  
18 not able to exclude themselves from the PAGA Release and will receive an Individual PAGA  
19 Payment whether or not they request exclusion from the Action and the Settlement.

20          6.8    Class Members will have sixty (60) days from the mailing of the Class Notice to  
21 submit a request for exclusion or objections (which periods shall run concurrently).

22          6.9    The Parties agree that the procedures set forth in this Section comply with all  
23 due process requirements, constitute reasonable and best practicable notice under the  
24 circumstances, and constitute an appropriate and sufficient effort to locate current addresses  
25 for Class Members such that no additional efforts to do so shall be required.

26          6.10   No more than ten (10) calendar days after the Response Deadline or Extended  
27 Response Deadline in the event the Class Notice is re-mailed, the Settlement Administrator  
28 shall provide a declaration of due diligence confirming: its dissemination of the Class Notice

1 in accordance with the notice procedures of this Agreement; all attempts by the Settlement  
2 Administrator to locate Class Members; the number of delivered and undeliverable Class  
3 Notices; the number of objections received and copies of same; the number of requests for  
4 exclusion received and copies of same; and the number of Workweek payment disputes  
5 received. Class Counsel shall be responsible for filing the due diligence declaration with the  
6 Court.

7 **7. PROCEDURE FOR REQUESTING EXCLUSION**

8 7.1 All requests for exclusion will be submitted to the Settlement Administrator,  
9 who will timely certify jointly to Plaintiffs' counsel and Defendant's counsel the forms that  
10 were timely and correctly submitted.

11 7.2 Class Members who wish to exclude themselves from (or "opt out" of) the  
12 Settlement must submit timely, signed written requests for exclusion from the Settlement to  
13 the Settlement Administrator that includes the Class Member's name, a clear and unequivocal  
14 statement that the individual wishes to be excluded from the Settlement, and the Class  
15 Member's signature.

16 7.3 The request for exclusion must be mailed to the Settlement Administrator at the  
17 address provided in the Class Notice and must be postmarked no later than the Response  
18 Deadline. The date of the postmark on the envelope containing the request for exclusion shall  
19 be the exclusive means used to determine whether a request for exclusion has been timely  
20 submitted.

21 7.4 The Settlement Administrator shall immediately notify Class Counsel and  
22 counsel for Defendant by email and phone if the number of timely-submitted requests for  
23 exclusion reaches ten percent (10%) of all Class Members. If Class Members representing  
24 more than 10% of the total Workweeks in the Class Period submit exclusion forms of any  
25 kind, Defendant may exercise the option to rescind and revoke the entire Settlement  
26 Agreement by sending written notice to Class Counsel that it revokes the Settlement within ten  
27 (10) calendar days after the Response Deadline or Extended Response Deadline if applicable.  
28

1 However, if Defendant exercises this option, it will be responsible for paying all settlement  
2 administration costs incurred to date.

3 7.5 All Class Members who do not opt out of the Settlement shall be bound by the  
4 Final Approval Order and Judgment even if they never received the Class Notice or other  
5 actual notice of this Settlement. However, if a Class Member's information was not part of the  
6 Class Information that Defendant provided to the Settlement Administrator, Defendant shall  
7 provide additional funding sufficient to fully fund the share the Class Member would have  
8 otherwise been entitled to receive under the terms of this Agreement.

9 7.6 Plaintiffs agree not to request exclusion from the Settlement.

10 7.7 The Parties agree there is no statutory or other right for any PAGA Employee to  
11 opt out or otherwise exclude themselves from the settlement and release of the PAGA Claims.

## 12 **8. PROCEDURE FOR WRITTEN OBJECTION**

13 8.1 Any Class Member who has not opted out of the Settlement and who wishes to  
14 submit a written objection to the fairness, reasonableness, or adequacy of this Agreement must  
15 provide the written objection to the Settlement Administrator, who shall immediately forward  
16 it to Class Counsel and counsel for Defendant by the Response Deadline or Extended  
17 Response Deadline.

18 8.2 All written objections and supporting papers must be postmarked no later than  
19 the Response Deadline or Extended Response Deadline if applicable. The date of the postmark  
20 on the envelope containing the objection shall be the exclusive means used to determine  
21 whether the written objection has been timely submitted. The Parties shall file all objections  
22 with the Court prior to the Final Approval Hearing.

23 8.3 The objection should contain at least the following: (i) the objector's full name,  
24 address, telephone number, last four digits of his or her Social Security number, and signature;  
25 (ii) the name and case number of the Action; (iii) a statement of the specific legal and factual  
26 basis for each objection argument; and (iv) a statement whether the objector intends to appear  
27 at the Final Approval Hearing, either remotely, in person, or through counsel, and, if through  
28



counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

8.4 All written objections, supporting papers, or notices of intent to appear at the Final Approval Hearing must: (a) clearly identify the case name and number (*Sara Langlands, Leighland Hooks, and Marisol Hernandez v. Leland Stanford Junior University* (Superior Court of the State of California, County of Santa Clara, No. 19CV343871)); (b) be submitted to the Court either by mailing the objection to Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the Settlement Administrator; and (d) be filed or postmarked on or before the Response Deadline or Extended Response Deadline if applicable.

8.5 Class Members who object to the Settlement shall remain Settlement Class Members and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendant and the Released Parties for the Released Claims if the Court grants final approval of the Settlement. To the extent any Settlement Class Member objects to the Settlement, and such objection is overruled in whole or in part, those Settlement Class Members will be forever bound by the Final Approval Order and Judgment if the Court grants final approval of the Settlement.

8.6 The Parties agree there is no statutory or other right for any PAGA Employee to object to the PAGA Release portion of the Settlement.

## **9. PROCEDURE FOR REQUESTING FINAL APPROVAL OF THE SETTLEMENT**

9.1 Promptly after receipt of the declaration of due diligence from the Settlement Administrator, Plaintiffs shall file a motion requesting final approval of the Settlement, along with a proposed Final Approval Order. Drafts of the motion for final approval of the Settlement and proposed Final Approval Order shall be provided to Defendant's counsel at least five (5) court days before the documents are filed and approved of in writing before it is filed.

9.2 The Final Approval Order shall adjudge, among other things, that:

- The Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement and that the Class Notice: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated under the circumstances to apprise Class Members of the pendency of the Action and their right to exclude themselves from or object to the proposed Settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process and any other applicable rules or law;
- The Settlement is fair, reasonable, and adequate;
- Plaintiffs and Class Counsel may adequately represent the Settlement Class for the purpose of entering into and implementing the Agreement;
- The Settlement Administrator is to execute the distribution of proceeds pursuant to the terms of this Agreement;
- Law Foundation of Silicon Valley is approved as the *cy pres* beneficiary;
- The Final Approval Order and Judgment shall be final and entered forthwith;
- Without affecting the finality of the Final Approval Order and Judgment, the Court retains continuing jurisdiction over Plaintiffs, Defendant, and Settlement Class Members, as to all matters concerning the administration, consummation, and enforcement of this Settlement Agreement;
- As of the Effective Date of the Release, Plaintiffs and Settlement Class Members compromised, settled, discharged, and provided the release of the Released Class Claims during the applicable time period against Defendant and the Released Parties and are bound by the provisions of this Settlement Agreement;
- Notwithstanding the submission of a timely request for exclusion, PAGA Employees are still bound by the PAGA Release portion of the Settlement and the State's claims for civil penalties pursuant to PAGA are also extinguished.

- This Settlement Agreement and the Final Approval Order and Judgment are binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings that encompass Plaintiffs' and Settlement Class Members' claims released herein, and that are maintained by or on behalf of Plaintiffs and Settlement Class Members;
- The Settlement provided for herein, and any proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA representative claims may validly be pursued.

9.3 In a separate motion to be heard at the same time as the Final Approval Hearing, Class Counsel shall request entry of an Order approving the Class Counsel Award and the Service Award to Plaintiffs. Any Class Counsel Award or Service Award shall be paid exclusively from the Total Settlement Amount.

9.4 The Parties expressly agree that the Court's approval or denial of any request for a Service Award is not a material condition to this Agreement and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the Settlement. Any order or proceeding relating to the application by Class Counsel of a Service Award shall not operate to terminate or cancel this Agreement. To the extent the Court awards less than the amount of the requested Service Award, the consideration referenced above in section 4 shall not be affected, and the requirement for or validity of an executed Complete and General Release by Plaintiffs Sara Langlands, Leighland Hooks, and Marisol Hernandez shall remain in force and effect. To the extent the Court awards less than the amount of the requested Service Award, any remaining amount will be redistributed amongst participating Class Members on a pro rata basis.

## **10. PROCEDURE FOR EXECUTING THE SETTLEMENT IF/WHEN IT BECOMES EFFECTIVE**

1           10.1 Defendant shall provide payment to the Settlement Administrator as provided in  
2 section 4.1.

3           10.2 Within thirty (30) calendar days of receipt of the Total Settlement Amount, the  
4 Settlement Administrator shall distribute the following payments: (a) full payment to Plaintiffs  
5 of Plaintiffs' Court-approved Service Awards; (b) full payment to the LWDA for its 75%  
6 portion of the PAGA Payment; (c) full payment of the Court-approved Settlement  
7 Administrator Expenses; (d) full payment of the Court-approved litigation costs and expenses;  
8 (e) full payment of the Individual Settlement Payments to Settlement Class Members; (f) full  
9 payment to PAGA Employees of their 25% portion of the PAGA Payment; and (g) the Court-  
10 approved Class Counsel Award to Class Counsel.

11           10.3 The Settlement Administrator shall prepare all tax forms related to any and all  
12 employer taxes incurred by Defendant as a result of this Settlement, shall inform Defendant  
13 and its Counsel of the amounts owed, shall collect the necessary funds from Defendant and  
14 remit them to the requisite taxing authorities.

15           10.4 If any Individual Settlement Payments are not cashed, deposited, or negotiated  
16 on or before the Void Date, then within thirty (30) calendar days of the Void Date, the  
17 Settlement Administrator shall void the uncashed checks and shall transmit the funds to Law  
18 Foundation of Silicon Valley.

19           10.5 Upon completion of administration of the Settlement, the Settlement  
20 Administrator will provide a written declaration under oath to certify completion to the Court  
21 and counsel for all Parties. Class Counsel shall file the declaration with the Court to confirm  
22 full satisfaction of the Settlement.

23           10.6 The Individual Settlement Payments cashed shall be reported by the Settlement  
24 Administrator to the applicable governmental authorities on IRS Forms W-2 or 1099s if  
25 required. The portions allocated to Service Awards shall likewise be reported on IRS Form  
26 1099s by the Settlement Administrator. The Settlement Administrator shall be responsible for  
27 issuing copies of all IRS Forms for Plaintiffs and Settlement Class Members.

1           10.7 The Parties make no representation as to the tax treatment or legal effect of the  
2 payments called for here, and Plaintiffs and the Settlement Class Members are not relying on  
3 any statement, representation, or calculation by any of the Parties, their counsel, or the  
4 Settlement Administrator in this regard. Plaintiffs and Settlement Class Members understand  
5 and agree that they will be solely responsible for payment of any taxes and penalties assessed  
6 on the payments described herein and will hold Plaintiffs, Class Counsel, Defendant,  
7 Defendant's counsel, and the Released Parties free and harmless from and against any claims  
8 resulting from the tax treatment of payments under this Agreement, with the sole exception of  
9 the employer's portion of the payroll withholdings described in section 10.3. Plaintiffs and the  
10 Settlement Class Members acknowledge and agree that no provision of this Settlement, and no  
11 written communication or disclosure between or among the Parties or their attorneys and other  
12 advisers, is or was intended to be, nor will any such communication or disclosure constitute or  
13 be construed or be relied upon as, tax advice within the meaning of United States Treasury  
14 Department Circular 230 (31 C.F.R. Part 10, as amended).

15           10.8 Payments and tax reporting by the Settlement Administrator in the manner  
16 described above shall be deemed conclusive of compliance with this Settlement Agreement as  
17 to all Settlement Class Members. No Settlement Class Members shall have any claim against  
18 the Plaintiff, Class Counsel, Defendant, Defendant's counsel, or the Settlement Administrator  
19 for distributions made substantially in accordance with this Settlement Agreement or orders of  
20 the Court.

21       **11. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**  
22 **SETTLEMENT AGREEMENT**

23           11.1 If the Court does not approve the Settlement as set forth in this Settlement  
24 Agreement, or if the Court enters the Judgment and appellate review is sought, and on such  
25 review, the entry of Judgment is vacated, modified in any way, or reversed, or if the Final  
26 Approval Order does not otherwise become Final, then this Settlement Agreement shall be  
27 cancelled and terminated, unless all Parties, in their sole discretion within thirty (30) days from  
28 the date such ruling becomes final, provide written notice to all other Parties of their intent to

1 proceed with the Settlement under the terms of the Judgment as it may be modified by the  
2 Court or any appellate court.

3 11.2 In the event that: (i) the Settlement is not approved, is overturned, or is  
4 materially modified by the Court or on appeal; (ii) the Judgment does not become Final; or  
5 (iii) this Settlement Agreement is terminated, cancelled, or fails to become effective pursuant  
6 to this Agreement, then: (a) the Parties stipulate and agree that the Settlement, the Class  
7 Information, and all documents exchanged and filed in connection with the Settlement shall be  
8 treated as inadmissible mediation communications under Cal. Evid. Code §§ 1115 *et seq.*; (b)  
9 the Settlement shall be without force and effect upon the rights of the Parties, and none of its  
10 terms shall be effective or enforceable, with the exception of this paragraph, which shall  
11 remain effective and enforceable; (c) the Parties shall be deemed to have reverted to their  
12 respective status prior to execution of this Agreement; (d) all Orders entered in connection  
13 with the Settlement, including the certification of the Class, shall be vacated without prejudice  
14 to any Party's position on the issue of class certification, the issue of amending the complaint,  
15 or any other issue, in this Action or any other action, and the Parties shall be restored to their  
16 litigation positions existing on the date of execution of this Agreement; and (e) the Parties  
17 shall proceed in all respects as if the Settlement Agreement and related documentation and  
18 orders had not been executed, and without prejudice in any way from the negotiation or fact of  
19 the Settlement or the terms of the Settlement Agreement. The Settlement, all documents,  
20 orders, and evidence relating to the Settlement, the fact of their existence, any of their terms,  
21 any statement or report concerning the Settlement Agreement, its existence, or their terms, any  
22 negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance  
23 of the Settlement Agreement shall not be admissible in any proceeding, and shall not be  
24 offered, received, or construed as evidence of a presumption, concession, or an admission of  
25 liability, of unenforceability of any arbitration agreement, of the certifiability of a litigation  
26 class, or otherwise used by any person for any purpose whatsoever, in any trial of this Action  
27 or any other action or proceedings.

28 **12. ADDITIONAL PROVISIONS**

1           12.1 Exhibit A to this Agreement, the Class Notice, is an integral part of the  
2 Settlement and is incorporated by reference as though fully set forth herein.

3           12.2 Unless otherwise noted, all references to “days” in this Agreement are to  
4 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend  
5 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

6           12.3 The Parties to the Settlement agree that the terms of the Settlement were  
7 negotiated at arm’s length and in good faith by the Parties, resulted from an arm’s-length  
8 mediation session, and reflect a settlement that was reached voluntarily based upon adequate  
9 information and sufficient discovery and after consultation with experienced legal counsel.

10          12.4 Plaintiffs, Class Counsel, Defendant, and counsel for Defendant have concluded  
11 that the Settlement constitutes a fair, reasonable, and adequate resolution of the claims that  
12 Plaintiffs asserted against Defendant, including the claims on behalf of the Class Members,  
13 and that it promotes the best interests of the Class Members.

14          12.5 To the extent permitted by law and unless otherwise necessary to seek Court  
15 approval of this Settlement Agreement, all agreements made and orders entered during the  
16 course of the Action relating to the confidentiality of information shall survive this Settlement  
17 Agreement.

18          12.6 The waiver by one Party of any breach of this Settlement Agreement by any  
19 other Party shall not be deemed a waiver of any other prior or subsequent breach of this  
20 Settlement Agreement.

21          12.7 The Parties may not amend or modify any provision of this Settlement  
22 Agreement except by written agreement signed by counsel for the Parties and subject to any  
23 necessary Court approval.

24          12.8 All notices, demands, and other communications to be provided concerning this  
25 Settlement Agreement shall be in writing and delivered by receipted delivery and by email at  
26 the addresses set forth below, or such other addresses as either Party may designate in writing  
27 from time to time:

28               if to Defendant:

**GORDON REES SCULLY  
MANSUKHANI, LLP**

Mollie M. Burks, Esq.  
Sat Sang S. Khalsa, Esq.  
275 Battery Street, Suite 2000  
San Francisco, California 94111  
Telephone: (415) 986-5900  
Facsimile: (415) 986-8054  
mburks@grsm.com  
skhalsa@grsm.com

**JACKSON LEWIS P.C.**

Mia Farber, Esq.  
725 South Figueroa Street, Suite 2500  
Los Angeles, California 90017  
Telephone: (213) 630-8284  
mia.farber@jacksonlewis.com

if to Plaintiffs:

**KLETTER LAW**

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Rachel Hallam, Esq.  
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Telephone: (415) 434-3400  
ckletter@kletterlaw.com  
rhallam@kletterlaw.com

**HUNTER PYLE LAW**

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Andrea A. Núñez, Esq.  
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Facsimile: (510) 444-4410  
hunter@hunterpylelaw.com  
anunez@hunterpylelaw.com

**KINGSLEY & KINGSLEY, APC**

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Kelsey Szamet, Esq.  
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Facsimile: (818) 990-2903  
eric@kingsleykingsley.com  
kelsey@kingsleykingsley.com

**COHELAN KHOURY & SINGER**

Michael Singer, Esq.  
605 C Street, Suite 200  
San Diego, California 92101  
Telephone: (619) 595-3001  
Facsimile: (619) 595-3000  
msinger@ckslaw.com

12.9 This Settlement Agreement, including its Exhibits, constitutes the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement and its Exhibits.



1           12.10 This Settlement Agreement may be executed in one or more counterparts. All  
2           executed counterparts and each of them, including facsimile, electronic, and scanned copies of  
3           the signature page, shall be deemed to be one and the same instrument.

4           12.11 The Parties and their respective counsel agree that they will use their best efforts  
5           to obtain all necessary approvals of the Court required by this Agreement. The Parties agree  
6           that Plaintiffs will submit to the Court a Motion for Preliminary Approval of this Settlement  
7           containing all of the terms and conditions contained herein notwithstanding any new legal  
8           developments regarding the Released Claims or PAGA Release.

9           12.12 This Settlement Agreement shall be binding upon and shall inure to the benefit  
10          of the successors and assigns of the Parties, including any and all Released Parties and any  
11          corporation, partnership, or other entity into or with which any Party hereto may merge,  
12          consolidate, or reorganize.

13          12.13 In the event of any dispute arising out of the performance or breach of any  
14          provision of this Settlement Agreement, the prevailing party in such disputes shall be entitled  
15          to recover his, her, or its reasonable attorneys' fees and costs incurred arising from the dispute,  
16          provide that the prevailing party gives 30 days written notice before commencing legal action  
17          regarding any failure to perform or breach of any provision of this Settlement Agreement.

18          12.14 This Settlement Agreement shall not be construed more strictly against one Party  
19          than another merely because of the fact that it may have been prepared by counsel for one of  
20          the Parties. It is recognized that because of the arm's-length negotiations resulting in the  
21          Settlement Agreement, all Parties have contributed substantially and materially to the  
22          preparation of the Settlement Agreement.

23          12.15 Except where this Settlement Agreement itself provides otherwise, all terms,  
24          conditions, and Exhibits are material and necessary to this Settlement Agreement and have  
25          been relied upon by the Parties in entering into this Settlement Agreement.

26          12.16 This Settlement Agreement shall be governed by California law. Any action  
27          based on this Settlement Agreement, or to enforce any of its terms, shall be venued in the  
28          Santa Clara County Superior Court, which shall retain jurisdiction over all such disputes. All

1 Parties to this Settlement Agreement shall be subject to the jurisdiction of this Court for all  
2 purposes related to this Settlement Agreement.

3 12.17 The Court shall retain continuing and exclusive jurisdiction over the Parties to  
4 this Settlement Agreement for the purpose of the administration and enforcement of this  
5 Settlement Agreement.

6 12.18 The headings used in this Settlement Agreement are for the convenience of the  
7 reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

8 12.19 In construing this Settlement Agreement, the use of the singular includes the  
9 plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

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**SO STIPULATED.**

Date: \_\_\_\_\_, 2023

SARA LANGLANDS

\_\_\_\_\_  
Plaintiff

Date: \_\_\_\_\_, 2023

LEIGHLAND HOOKS

\_\_\_\_\_  
Plaintiff

Date: \_\_\_\_\_, 2023

MARISOL HERNANDEZ

\_\_\_\_\_  
Plaintiff

Date: \_\_\_\_\_, 2023

THE BOARD OF TRUSTEES OF THE  
LELAND STANFORD JUNIOR  
UNIVERSITY

\_\_\_\_\_  
By:\_\_\_\_\_

Title:\_\_\_\_\_

**APPROVED AS TO FORM**

Date: \_\_\_\_\_, 2023

KLETTER LAW

\_\_\_\_\_  
Cary Kletter

Attorneys for Plaintiff Sara Langlands and  
the putative class and aggrieved employees

Date: \_\_\_\_\_, 2023

HUNTER PYLE LAW

\_\_\_\_\_  
Hunter Pyle

Attorneys for Plaintiff Leighland Hooks  
and the putative class and aggrieved  
employees

Date: \_\_\_\_\_, 2023

KINGSLEY & KINGSLEY, APC

\_\_\_\_\_  
Eric Kingsley

Attorneys for Plaintiff Marisol Hernandez  
and the putative class and aggrieved  
employees

Date: \_\_\_\_\_, 2023

COHELAN KHOURY & SINGER

\_\_\_\_\_  
Michael Singer

Attorneys for Plaintiff Marisol Hernandez  
and the putative class and aggrieved  
employees

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DATE: \_\_\_\_\_, 2023

GORDON REES SCULLY  
MANSUKHANI, LLP

\_\_\_\_\_  
Mollie M. Burks

Attorneys for Defendant The Board of  
Trustees of the Leland Stanford Junior  
University

DATE: \_\_\_\_\_, 2023

JACKSON LEWIS P.C.

\_\_\_\_\_  
Mia Farber

Attorneys for Defendant The Board of  
Trustees of the Leland Stanford Junior  
University  
4858-1408-3981, v. 1  
4858-1408-3981, v. 1

# EXHIBIT A

**NOTICE OF CLASS ACTION SETTLEMENT**  
**SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SANTA CLARA**

*Sara Langlands, Leighland Hooks, and Marisol Hernandez v. The Board of Trustees of  
the Leland Stanford Junior University, No. 19CV343871*

You are receiving this Notice because you are or were employed by the Board of Trustees of the Leland Stanford University (“Stanford”) as either:

1. a Regular non-exempt employee (full and part time non-exempt employees whether paid on a salary or hourly basis), excluding enrolled students and bargaining unit members, who worked in California between March 6, 2015, and the earlier of December 31, 2023 or the date of preliminary approval of the Parties’ Settlement Agreement by the Court (the “Class Period”); and/or
2. a Contingent (non-exempt employees hired on a Casual or Temporary basis) non-exempt employee who worked in Stanford’s Department of Public Safety, Department of Music, Bing Concert Hall, Music Library, Stanford Video, CCRMA-Computer Music Lab, or Stanford Live, excluding students and bargaining unit members, who worked in California during the Class Period.

Current and former employees of Stanford who fall in either or both of the above two categories are referred to in this Notice as “Class Members.”

Additionally, Class Members who also worked for Stanford in one or both categories at any time during the period of February 4, 2018, through the earlier of December 31, 2023 or the date of preliminary approval of the Parties’ Settlement Agreement by the Court are referred to in this Notice as “PAGA Employees.” “PAGA” refers to the Private Attorneys General Act.

All PAGA Employees are also Class Members; however, not all Class Members are PAGA Employees. Those Class Members who stopped working for Stanford before February 4, 2018, are not PAGA Employees.

*The Superior Court of California, County of Santa Clara, authorized this Notice.  
This is not a solicitation from a lawyer.*

- This Notice contains important information about your legal rights as part of a class and PAGA action settlement. Please read it fully and carefully.
- Sara Langlands, Leighland Hooks, and Marisol Hernandez are former employees who filed a lawsuit against Stanford. Collectively, they are called “Plaintiffs” in this Notice.

- The lawsuit is pending in the Superior Court of California, County of Santa Clara (Case No. 19CV343871) (the “Action”). Plaintiffs and Stanford are referred to collectively as the “Parties.”
- Plaintiffs’ allegations are brought on their own behalf and on behalf of all Class Members and PAGA Employees, as defined in this Notice.
- Plaintiffs have asserted a variety of claims, described in more detail below, against Stanford that pertain to the payment of overtime wages and other alleged wage and hour violations.
- Stanford denies Plaintiffs’ allegations and denies that it violated the law in any manner and contends that its policies and practices have complied with the law at all times.
- The Court has not decided whether Stanford did anything wrong. The Court also has not decided whether Plaintiffs’ claims have merit.
- Under the proposed Stipulation of Settlement (“Settlement”), Stanford will pay a total of \$6,000,000 to be apportioned and paid among Class Members, after deductions for Court-approved payments for attorneys’ fees and costs, service payments to the Plaintiffs, payment to the State of California for civil penalties under PAGA, and settlement administration costs.



YOUR OPTIONS	
Do Nothing	You will receive a proportionate share of the Settlement if final approval is granted and will give up any right to bring any claims in the future that are part of the Settlement.
Opt Out of the Settlement	If you opt yourself out of the Settlement, you will not receive an Individual Settlement Payment, but you will retain the right to assert claims that are included in the Settlement. By doing so, you will bear the risk that you may lose those claims. To opt out, you must timely write to the Settlement Administrator and follow the procedures described below. However, you may not exclude yourself from the PAGA Release, and the PAGA claims described in this Notice will be released even if you opt-out of the Settlement.
Object to the Settlement	If you disagree with any aspect of this Settlement, you may assert your objections by timely writing to the Settlement Administrator and filing with the Court your objection according to the procedures described below. If you opt out, you may not object. If you object, you will still be bound by the Settlement if it is approved by the Court.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval becomes final, which may be after appeals (if any) are resolved. Please be patient.

### BASIC INFORMATION

#### 1. Why did I get this Notice, and why should I read this Notice?

The records of Stanford indicate that you are a Class Member. If the Court approves the Settlement, you will receive a payment, and your legal rights will be affected. Thus, you have a right to information about the Settlement and your legal rights. That is the intent of this Notice.

## 2. What is this lawsuit about?

Plaintiffs have asserted the following claims against Stanford on behalf of Class Members:

(1) Failure to Pay All Overtime Earned; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Wage at Separation; (5) Failure to Timely Pay Wages; (6) Failure to Provide Accurate Wage Statements; (7) Unlawful Business Practices; (8) Expense Reimbursement; and (9) Failure to Produce Records (“Class Claims”).

Plaintiffs have asserted the following claims against Stanford on behalf of PAGA Employees:

Civil Penalties Pursuant to PAGA (“PAGA Claims”).

All of these claims are referred to in this Notice collectively as the “Claims.”

Stanford denies that the Claims are valid, denies that the Court should permit Plaintiffs to bring the Claims on behalf of the Class Members and PAGA Employees, and contends that it complied with the law at all times. Stanford further contends that it has complied with the requirements of the California Labor Code applicable to the employment and compensation of its employees.

## 3. What is a class action?

In a class action, one or more people sue on behalf of people who they allege have similar claims.

## 4. Why is there a settlement?

The Court has not yet decided in favor of Plaintiffs or Stanford on the Claims being settled. Plaintiffs think they could recover a significant amount of wages, penalties, and interest on behalf of the Class Members if they were to win at trial. On the other hand, Stanford denies all liability and believes that Plaintiffs will not win anything in the case. After extensive negotiations, both sides have agreed to the Settlement of the Claims.

Plaintiffs and Stanford have entered into the proposed settlement agreement voluntarily. The purpose of the Settlement is so that the risks and costs of trial, for both sides, are eliminated.

The Court has given its preliminary approval of the Settlement as fair and reasonable to the Class Members.

## 5. How do I know if I am part of the Settlement?

Everyone who fits this description is a Class Member:

(1) all current and former Regular non-exempt employees (full and part time non-exempt employees whether paid on a salary or hourly basis), excluding students for workweeks while enrolled at Stanford and bargaining unit members during the workweeks they were members of a bargaining unit, who worked in California between March 6, 2015, and [insert the earlier of December 31, 2023, or the date of preliminary approval of the Parties' Settlement Agreement by the Court]; and

(2) all current and former Contingent (non-exempt employees hired on a Casual or Temporary basis) non-exempt employees who worked in Stanford's Department of Public Safety, Department of Music, Bing Concert Hall, Music Library, Stanford Video, and CCRMA-Computer Music Lab, and Stanford Live, excluding students and bargaining unit members, who worked in California between March 6, 2015, and [insert the earlier of December 31, 2023, or the date of preliminary approval of the Parties' Settlement Agreement by the Court].

#### 6. Are there exceptions to being included?

Yes. If you are a Class Member, you may opt out as stated in Section 13 below. If you do not opt out, you will receive part of the Settlement if approved.

However, if you are a PAGA Employee, you are not able to exclude yourself from the PAGA Release and you will receive an Individual PAGA Payment, whether or not you request exclusion from the Action and the Settlement. All claims for PAGA penalties are settled by operation of law.

#### 7. What if I'm still not sure if I am included?

If you are still not sure whether you are included, you can call the Settlement Administrator at [Number] or write to the Settlement Administrator at [address]. You also may contact Class Counsel identified below for more information.

#### 8. How much money is the Settlement for, and how is it allocated?

In exchange for the release of claims against it and final disposition of the Action, Stanford will pay a total of Six Million Dollars and Zero Cents (\$6,000,000.00) ("Total Settlement Amount"). Plaintiffs are asking the Court to approve the following payments that, if approved, will be deducted from the Total Settlement Amount.

- **Class Representative Service Award:** For acting as the Class Representatives, Plaintiffs will request from the Court a service award of no more than Twenty Thousand Dollars and No Cents (\$20,000.00) each for Ms. Langlands and Mr. Hooks and no more than Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) for Ms. Hernandez in recognition of and as compensation for their efforts, such as starting the Action, volunteering time to assist with the Action, and providing information and documents, as well as risks they assumed in starting and assisting with the prosecution of the Action.

- **Class Counsel Award:** Class Counsel will request from the Court no more than Two Million Dollars and No Cents (\$2,00,000.00) as attorneys' fees for litigation and resolution of the Action. Class Counsel will also request from the Court reimbursement for actual litigation costs advanced on behalf of the Class Members, which will be no more than Seventy Five Thousand Dollars and No Cents (\$75,000.00).
- **PAGA Payment:** Three Hundred Thousand Dollars and No Cents (\$300,000.00) from the Total Settlement Amount is allocated for settlement of Plaintiffs' claims under PAGA. Upon Court approval, 75% of the PAGA Payment (\$225,000.00) will be paid to the California Labor & Workforce Development Agency, and 25% of the PAGA Payment (\$75,000.00) will be distributed to the PAGA Employees.
- **Settlement Administrator Expenses:** The costs of settlement administration will not exceed One Hundred Thousand Dollars and No Cents (\$100,000.00), which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court for settlement administration will be paid from the Total Settlement Amount.

After Court-approved payments for attorneys' fees and costs, service awards to the Plaintiffs, the PAGA Payment to be paid to the State, and settlement administration costs are deducted from the Total Settlement Amount, the remaining "Net Distribution Fund" will be distributed to Class Members.

The Settlement Administrator will apportion the Net Distribution Fund to be paid to Class Members based on their number of workweeks during the Class Period, as explained below.

9. How much will my payment be, and what is the information used to calculate my share?

Based on the calculation described above, it is currently estimated that your share of the Settlement will be [amount].

This amount could change based on how many Class Members opt out or based on further determinations by the Settlement Administrator or rulings by the Court.

If you are entitled to an Individual Settlement Payment, the Settlement Administrator will allocate twenty percent (20%) as taxable wages to be reported on IRS Form W-2. Twenty percent (20%) will be allocated to interest, and sixty percent (60%) will be allocated to penalties, both of which will be reported on IRS Form 1099, if applicable ("Individual Settlement Payment").

If you are entitled to an Individual PAGA Payment under the Settlement, the Settlement Administrator will allocate one hundred percent (100%) of the PAGA payment as penalties, which will be reported on IRS Form 1099 ("Individual PAGA Payment").

No other tax or deductions will be taken out of your share of the Settlement. Ultimately, you are responsible for all tax liability in relation to payments to you under the Settlement.

This Notice is not tax advice. Do not ask Class Counsel or Stanford or its counsel for tax advice, as they will not provide it. You should consult your own tax advisor.

Stanford's records show that the following information is pertinent to the calculation of your estimated share of the Settlement:

- Your number of workweeks during the Class Period is [number].
- Your number of pay periods during the PAGA Period (February 4, 2018, through [the earlier of December 31, 2023, or the date of preliminary approval of the Parties' Settlement Agreement by the Court]) (the "PAGA Period") is [number].

If you disagree with this information, you must notify the Settlement Administrator by writing to them at the address set forth in paragraph 7. Be sure to include your full name, email address, mailing address, telephone number, last four digits of your social security number, and all supporting documentation, and sign your document.

Your notification must be signed and postmarked no later than [60 days from mailing]. After inquiring further of Stanford, the Settlement Administrator will make a final decision of dispute.

#### 10. How can I get a payment?

You do not need to do anything to qualify for a payment. It is important that you immediately notify the Settlement Administrator if your mailing address is different from the address to which this Notice was sent, or if that address changes.

#### 11. When will I receive a payment?

Payments will be distributed under a schedule established by the Settlement and by the Court. Presently, the expected date of payment is estimated to be [date]. This could change depending on factors influencing the Settlement Administrator's tasks, any objections to the Settlement, and actions by the Court.

#### 12. What am I giving up to get a payment?

In exchange for the Settlement payment, each Class Member (except those who properly opt out) will release the following Released Claims: all claims, charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities, from March 6, 2015, the Class Period, known or unknown, suspected or unsuspected, that each participating Class Member had, now has, or may hereafter claim to have during the Class Period against Stanford, its current or former agents, trustees, officers, employees, subsidiaries, DBA's, affiliates, and predecessor, successor, and parent companies (the "Released Parties"), and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in Plaintiffs' Third

Amended Complaint and Notice to the LWDA, regardless of whether such claims arise under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law. The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1198.5 and 2802 and the related IWC Wage Order No. 5-2001 and Business & Professions Code §§ 17200 *et seq.* claims based on alleged violations of these Labor Code and Wage Order provisions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) Failure to Pay All Overtime Earned; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Wage at Separation; (5) Failure to Timely Pay Wages; (6) Failure to Provide Accurate Wage Statements; (7) Unlawful Business Practices; (8) Expense Reimbursement; (9) Failure to Produce Records; and (10) Civil Penalties Pursuant to PAGA as described in Plaintiffs' letters to the LWDA, dated March 7, 2019, and April 19, 2022, as well as interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any complaint on file in the Action.

Additionally, Plaintiffs acting in their capacity as private attorneys general on behalf of the State of California, and on behalf of the Labor & Workforce Development Agency and the PAGA Employees release and discharge the Released Parties from any claim for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.* as asserted in the Action that arose during the PAGA Period, or that could have been asserted based on the facts, claims, causes of action, and legal theories that were asserted, in the Action and identified in the LWDA letters. This shall specifically include claims for: (1) Failure to Pay Overtime Earned; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Wages at Separation; (5) Failure to Timely Pay Wages; (6) Failure to Provide Accurate Wage Statements; (7) Expense Reimbursement; the (8) Failure to Produce Records; and (9) the following enumerated statutes: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1198.5 and 2802 and the related IWC Wage Order No. 5-2001.

### 13. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must send a signed letter by mail to the Settlement Administrator stating words to the effect of "I wish to be excluded from the Settlement Class." You must also include your name, signature, mailing address, and telephone number.

Your request to opt out of the Settlement must be postmarked no later than **[60 days from mailing]** to the Settlement Administrator at the address in paragraph 7.

If you ask to be excluded, you will not be legally bound by the Settlement if approved. You will not get any Individual Settlement Payment from the Settlement, and you will not be allowed to object to the Settlement.

14. If I don't exclude myself, can I sue Stanford for the same thing later?

No. Unless you exclude yourself, you will give up any right to sue Stanford for the claims that this Settlement resolves. If you have a pending lawsuit for the same claims that are being settled against Stanford, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement in order to continue your own lawsuit if it involves the same claims. However, you are not able to exclude yourself from the PAGA Release.

15. If I exclude myself, can I get money from this Settlement? Will any money be returned to Stanford?

No. If you exclude yourself, you will not receive any money from this Settlement except for your Individual PAGA Payment if you are a PAGA Employee. If you exclude yourself from the Settlement, the monies you would have received will be distributed on a pro-rata basis to all the other Class Members. No money will revert to Stanford.

16. Who is my legal representative in this case?

The Court has appointed as Class Counsel the following attorneys:

**KLETTER LAW**

Cary Kletter, Esq.  
Rachel Hallam, Esq.  
1528 South El Camino Real, Suite 306  
San Mateo, California 94402  
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rhallam@kletterlaw.com

**HUNTER PYLE LAW**

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**KINGSLEY & KINGSLEY, APC**

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eric@kingsleykingsley.com;  
kelsey@kingsleykingsley.com

**COHELAN KHOURY & SINGER**

Michael Singer, Esq.  
605 C Street, Suite 200  
San Diego, California 92101  
Telephone: (619) 595-3001  
Facsimile: (619) 595-3000  
msinger@ckslaw.com

You will not be charged for the work performed by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions about this Settlement, you may contact Class Counsel. They will consult with you and attempt to answer your questions. Do not contact Stanford with any questions about



the Settlement.

#### 17. How do I object to the Settlement?

If you are a Class Member and do not opt out, you can object to the Settlement if you don't like any part of it. However, the Court cannot order a larger settlement. The Court can only approve or deny the proposed Settlement.

If the Court denies approval, no settlement payments will be sent out, and the Action will continue. If that is what you want, you must object. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views.

To object to the Settlement, you must send a written objection to the Court no later than **[60 days from mailing]** to the Settlement Administrator at the address in paragraph 7. Your objection must include your full name, address, telephone number, the last four digits of your Social Security Number, and your signature, as well as the case name and number. It must set forth, in clear and concise terms, a statement of the specific reasons why you believe the Court should find that the Settlement is not in the best interest of the Class Members and the reasons why the Settlement should not be approved. Your objection must state whether it applies only to the objector, to a specific subset of the class, or to the entire class.

If you also wish to appear at the Fairness Hearing, in person or through an attorney, you must *also* file a notice of your intention to appear at the same time as the objection is filed. You must state whether you plan to appear either remotely, in person, or through counsel, and, if through counsel, submit a statement identifying that counsel by name, bar number, address, and telephone number. Unless otherwise ordered by the Court, you will not be entitled to speak at the Final Approval Hearing unless you have submitted a timely written objection and notice of intention to appear.

#### 18. What's the difference between objecting and opting out?

Objecting is simply saying that you don't like something about the Settlement and do not want it approved. Opting out is saying that you don't want to be part of the Class and participate in the Settlement of the Class Claims. If you opt out, you have no basis to object because the case no longer affects you.

#### 19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **[ ]** a.m. on **[ ]**, in Department 19 of the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. At or after the hearing, the Court will decide whether to grant final approval to the Settlement. At the Fairness Hearing, the Court may continue the hearing to another date without additional notices being sent out.



20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. You are welcome to come at your own expense. If you properly submit an objection, you do not have to come to Court to talk about it. As long as you properly submit your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot appear and speak at the hearing if you opt out.

22. What happens if I do nothing at all?

If you do nothing, or fail to act timely, you'll receive your share of the Settlement, but you will be barred from bringing the Released Claims against Stanford as described in paragraph 12.

23. Can Stanford retaliate against me for participating in this Settlement?

California law makes it unlawful to retaliate against you for participating in a lawsuit like this one.

24. How do I get more details about the Settlement?

This Notice is intended as a summary and does not fully describe this action, the claims, the defenses, or the proposed Settlement, which is subject to the terms and conditions of the Stipulation of Settlement filed with the Court and as preliminarily approved by the Court. For the precise terms and conditions of the Settlement, you are referred to the detailed Stipulation of Settlement, which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at [www.scefiling.org](http://www.scefiling.org), or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. First Street, San Jose, California 95113, between the hours of 8:30 a.m. and 3:00 p.m. Monday through Thursday and between 8:30 a.m. and 12:00 p.m. on Fridays, excluding Court holidays and closures.

For further information, you may call or contact the Settlement Administrator (see paragraph 7) or Class Counsel (see paragraph 16). Do not contact Stanford.

The Settlement Administrator also maintains a website where some important documents in this Action are available. The URL for the website is [\[insert\]](#).

You may also obtain more information by contacting Class Counsel or by accessing the Court's Electronic Filing and Service Website ([https://www.scscourt.org/online\\_services.shtml](https://www.scscourt.org/online_services.shtml)).

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR STANFORD OR ITS COUNSEL WITH INQUIRIES.**

Date:



This Notice has been approved by the Judge of the Superior Court of California, County of Santa Clara, responsible for overseeing and deciding this case.

# EXHIBIT B

**STANDARD SERVICES AGREEMENT**

**THIS AGREEMENT** is made on

**1. General terms**

**1.1 Warranty**

- a. The Service Provider represents and warrants that:
  - i. it will perform the Services with reasonable care and skill; and
  - ii. the Services and the materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

**1.2 Term and Termination**

- a. This Agreement shall be effective on the date hereof and shall continue until the Completion Date unless terminated sooner by either party upon 30 days' notice in writing.
- b. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

**1.3 Relationship of the Parties**

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

**1.4 Confidentiality**

With respect to any PII that may be disclosed to or processed by ILYM GROUP in connection with performing Services hereunder or that may be derived by ILYM GROUP from such PII, ILYM GROUP agrees that:

1. **Definitions.**

- a. **"Information Security Incident"** means the unauthorized, unlawful or accidental access, disclosure, transfer, destruction, loss or alteration of PII.
- b. **"PII"** means any information that identifies or can be used to identify, contact, locate, or be traced back to the specific person to whom such information pertains, or from which identification or contact information of an individual person can be derived regardless of the media in which it is contained. PII includes, without limitation, a person's name, postal address, telephone number, fax number, e-mail address, financial profile, medical profile, social security number, and credit card information.

- c. **"Process" or "Processing"** means any operation performed upon PII (whether or not by automatic means) including, without limitation, using, creating, reproducing, publishing, collecting, procuring, obtaining, accessing, recording, organizing, storing, transferring, adapting, altering, retrieving, consulting, disclosing or destroying.
  - d. **"Sensitive PII"** means any credit card numbers, passport numbers, financial or bank account information, or medical information about an individual.
- 2. **PII Ownership, Processing and Transfer.** As between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, and ILYM GROUP, THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, owns and retains all rights in and to the PII. Transmission of the Data from THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY or through their Counsel, to ILYM GROUP, will be transfer through a secure portal with encrypted password protection. ILYM GROUP will not Process or transfer the PII without THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY'S, express written permission, except for the sole purpose of carrying out its obligations set forth in this Agreement. ILYM GROUP will only Process PII in the United States and will not transfer PII outside the United States, without obtaining express written consent from The Board of Trustees of The Leland Stanford Junior University.
- 3. **Safe Harbor and Applicable Law.** If ILYM GROUP self-certifies under the EU-U.S. Privacy Shield Framework established by the US Department of Commerce and the European Commission t agrees to comply with the terms and conditions of the program and to comply with clause (a) of this Section 3 when Processing PII hereunder. If ILYM GROUP is not Privacy Shield Framework self-certified, when Processing PII hereunder ILYM GROUP will: (a) comply with all applicable laws, regulations and rules (including, without limitation, export and data privacy laws), and any additional privacy and security requirements communicated by The Board of Trustees of The Leland Stanford Junior University in writing; (b) provide at least the same level of privacy and security protection for PII as is required by the relevant principles of the which as of the Effective Date are set forth at <https://www.privacyshield.gov/EU-US-Framework>; (c) limit access to PII on a need-to-know basis; (d) take appropriate administrative, technical and physical measures to secure and protect the PII; (e) exercise the necessary and appropriate supervision over its relevant personnel and contractors to maintain appropriate privacy, confidentiality and security of PII; and (f) follow all industry best practices to monitor unauthorized access of PII.
- 4. **Encryption.** ILYM GROUP will encrypt Sensitive PII while in storage or transit and will encrypt any PII which is being hosted on any non- The Board of Trustees of The Leland Stanford Junior University dedicated server.
- 5. **Subcontractors.** ILYM GROUP will not contract any of its rights or obligations concerning PII without the prior written consent of The Board of Trustees of The Leland Stanford Junior University and without entering into an agreement in writing with the subcontractor whereby the subcontractor agrees to comply with, and treat the PII in accordance with this Agreement. ILYM GROUP will be responsible to The Board of Trustees of The Leland Stanford Junior University and third parties for the performance of any approved subcontractors.
- 6. **Disclosure Notification.** ILYM GROUP will immediately notify The Board of Trustees of The Leland Stanford Junior University in writing of any Information Security Incident of which ILYM GROUP becomes aware, will promptly take all necessary and advisable corrective actions, and will cooperate fully with The Board of Trustees of The Leland Stanford Junior University in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident. The content of any filings, communications, notices, press releases or reports related to any Information Security Incident must be approved by The Board of Trustees of The Leland Stanford Junior University prior to any publication or communication thereof.

7. Right to Audit. ILYM GROUP will: (a) provide The Board of Trustees of The Leland Stanford Junior University with information regarding its privacy and data protection practices; (b) respond promptly to any inquiries from The Board of Trustees of The Leland Stanford Junior University relating to its Processing of PII hereunder; (c) allow The Board of Trustees of The Leland Stanford Junior University reasonable access to monitor, audit, inspect, and assess ILYM GROUP's records, processes, facilities, and security to determine if ILYM GROUP is in compliance with its obligations hereunder; and (d) cooperate fully with any such inspection initiated by The Board of Trustees of The Leland Stanford Junior University. Any inspection performed hereunder will not unreasonably interfere with the normal conduct of ILYM GROUP's business.
8. Hosting Facility. ILYM GROUP will host PII on servers located in a hosting facility operated by ILYM GROUP and located in 14771 Plaza Drive, Unit L, Tustin, California 92780 (the "**Hosting Facility 1**") and Microsoft's Office 365 datacenters ("**Hosting Facility 2**"). ILYM GROUP will provide The Board of Trustees of The Leland Stanford Junior University with notice prior to changing the location of the Hosting Facility, and may not move the Hosting Facility outside of the United States without The Board of Trustees of The Leland Stanford Junior University's prior written approval.
9. Disclosure. In the case of any legal or regulatory obligation to disclose PII, ILYM GROUP will: (a) promptly notify and cooperate with The Board of Trustees of The Leland Stanford Junior University; (b) limit any disclosure to the minimum required by law; and (c) to the extent possible, request that such information be kept confidential. The Board of Trustees of The Leland Stanford Junior University will have the right to defend such action in lieu of and on behalf of ILYM GROUP including, without limitation, by seeking a protective order. ILYM GROUP will reasonably cooperate with The Board of Trustees of The Leland Stanford Junior University in any such defense.
10. Actions Upon Termination. ILYM GROUP will, on termination of this Agreement or at any other time requested by The Board of Trustees of The Leland Stanford Junior University, promptly and in a secure manner return to The Board of Trustees of The Leland Stanford Junior University all PII and any copies thereof, or at The Board of Trustees of The Leland Stanford Junior University's written direction, destroy the PII and copies thereof (and provide The Board of Trustees of The Leland Stanford Junior University a completed Officer's Certificate certifying that such return or alternate action occurred). Notwithstanding the foregoing, if applicable legislation or legal action (as confirmed in writing by ILYM GROUP's legal counsel) prevents ILYM GROUP from returning or destroying the PII, ILYM GROUP will, at no additional expense to The Board of Trustees of The Leland Stanford Junior University, keep the PII and copies thereof secure and confidential and no longer Process or otherwise use such PII, until such time that such legislation or legal action no longer prevents ILYM GROUP from returning or destroying the PII.
11. Indemnification. ILYM GROUP will indemnify, hold harmless and defend The Board of Trustees of The Leland Stanford Junior University, its affiliates and its respective directors and employees, (each, for purposes of this section, a "The Board of Trustees of The Leland Stanford Junior University Indemnitee"), at its expense, from and against any action brought or allegation made against a The Board of Trustees of The Leland Stanford Junior University Indemnitee with respect to any breach of the privacy and security obligations, and for all expenses (including reasonable attorney's fees) incurred by a The Board of Trustees of The Leland Stanford Junior University Indemnitee in connection therewith.

## 1.5 Miscellaneous

- 1.5.1 The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- 1.5.2 If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
  - a. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
  - b. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
  - c. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein,
    - 1. supersedes all prior representations, writings, negotiations or understandings with respect hereto.
  - d. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
  - e. This Clause and Clauses 1.1, 1.2, 1.4 and 1.5 of this Agreement shall survive any termination or expiration.
  - f. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

## Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes

## Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes – enhanced with SOC 2 efforts
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	SOC 2 in progress
Disclosure of external certifications and any notice of expiration	Yes

## Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2 efforts



## Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

## Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

## Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	In Process of codifying as part of SOC 2
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

## Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

## Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

## Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes