

December 13, 2021

VIA E-MAIL

Arbitrator Linda H. McPharlin, Esq.
c/o Marina Cortes
Case Administrator
American Arbitration Association
MarinaCortes@adr.org

Re: *Linh Nguyen v. Lambda, Inc.*,
AAA Case No. 01-21-0003-8509

Dear Arbitrator McPharlin:

Respondent Bloom Institute of Technology (formerly Lambda, Inc., referred to herein as “Bloom” or the “School”) writes in hopes of obtaining the Arbitrator’s guidance in connection with a dispute regarding confidentiality in this matter. After meeting and conferring (and exchanging drafts of a proposed protective order), it is clear that the parties now need the Arbitrator’s guidance, particularly regarding which party should bear the burden regarding challenging, or upholding, confidentiality designations regarding documents used in these matters.

As argued below, Bloom respectfully submits that the party challenging another’s confidentiality designation should bear the burden of raising the motion and arguing against confidentiality. The School contends that placing the burden on the challenging party best aligns with the parties’ expectations, agreement, and the confidential nature of the arbitration process, and will also help facilitate an efficient and economical resolution of the dispute.

BACKGROUND

I. THE PARTIES HAVE REACHED AN IMPASSE REGARDING A NARROW SET OF DISPUTES CONCERNING THE CONFIDENTIALITY OF THE PROCEEDINGS.

Near or around October 25, 2021, the School proposed a draft protective order to use as a confidentiality framework for certain internal communications and documents exchanged in this matter. (**Exhibit A.**) That draft was incorporated the standard protocols frequently included in protective orders used in public court litigation, except that the School proposed, to the extent a party contests another’s confidentiality designation(s), the burden should be placed on the party challenging the designation, rather than the party that asserted it, for purposes of any dispute relating thereto. To be clear, the School has never taken the position that **all** documents and information relating to the arbitration should be kept strictly

confidential; instead, it merely advocated that a framework be adopted that is deferential to a party's designations regarding confidentiality.

Thereafter, Claimant indicated that she was generally fine with implementing a protective order, but that she would object to the allocation of burdens with respect to confidentiality designations. Specifically, Claimant contended that the burden should be on the designating party to defend a designation, rather than on the party attempting to override it.

The School asked Claimant to propose edits to the draft protective order it proposed. While the School awaited those proposed edits and revisions, on November 18, 2021, it submitted a letter to the Arbitrator in an attempt at obtaining Your Honor's guidance and input for purposes of further discussions between the parties regarding the issue of confidentiality in this matter. (**Exhibit B.**)

On November 29, 2021, the parties met-and-conferred about miscellaneous issues regarding the parties' arbitration. During that call, Claimant indicated that the authorities she had uncovered strongly militated in favor of her position—namely, that the burden should be on the party making confidentiality designations, not on the party challenging them. The School indicated that it would be happy to review such authorities, but asked if Claimant had come across any dealing with the particular situation at bar—i.e., an arbitration—rather than in a public court setting. On December 6, 2021, the School followed up by email and stated: “as we discussed during our call, if authorities exist that you think my side should review before cementing its position, please let me know.” (**Exhibit C.**)

On December 7, 2021, Claimant's counsel responded to that email stating that “We believe the law is clear on the burden issue. If your client has cases, indicating that it is somehow different in the AAA context, please feel free to share.” (Id.) The following day, Claimant provided edits to the draft protective order, which placed the burden on the designating party to defend its designations, rather than the other way around. (Id.)

II. THE SCHOOL HAS CONCERNS REGARDING WHAT WILL HAPPEN TO MATERIALS PRODUCED IN THIS ACTION WITHOUT A RESTRICTIVE PROTECTIVE ORDER.

A. Claimant's Counsel Has Already Publicly Suggested That They Will Publicize Information They Receive From The School in This Matter.

On October 25, 2021, a reporter for the Business Insider drafted a story purporting to be an expose on the School entitled:

Lambda School promised a fast and cheap path to a lucrative tech career. Leaked documents and former students cast doubt on that claim.

(**Exhibit D.**¹) In that same article, someone from the National Student Legal Defense Network, the entity that represents Claimant in this matter, apparently stated:

¹ Available at <https://www.businessinsider.com/lambda-school-promised-lucrative-tech-coding-career-low-job-placement-2021-10>, last seen on December 13, 2021.

While the students' agreements bar them from bringing a class-action lawsuit, the NSLDN is hoping Strickrod's case and two others will pave the way for a larger case.

(Id.) Claimant's counsel has made a similar representation on its website, stating that Claimant in this action, as well as the claimants in two other arbitrations "hope not only to secure relief for themselves, but to chart a pathway for broader relief as the school's practices are exposed."

While the School by no means intends for its comments to come off as unprofessional or discourteous to Claimant's counsel, it nevertheless has serious concerns that documents exchanged in this matter may be used in the next article featuring "[l]eaked documents" or as part of an effort to "pave the way for a larger case." (**Exhibit E.**²)

B. Claimant's Counsel Has Already Taken Actions That Suggest They Will Publicly Disseminate Documents Exchanged in This Arbitration.

Claimant's counsel has already publicly posted what appear to be all of the filings in this, and the two other arbitrations, on their website. (Id.) Specifically, Claimant's counsel has posted the parties' filings, various correspondence, and even documents authored by the Arbitrator. (Id.)

While the School does not necessarily object, in principle, to the public dissemination of *filings* in these matters, it has concerns that the documents it exchanges as part of this arbitration will be posted on the National Student Legal Defense Network's website for extra-arbitration purposes.

ARGUMENT

I. THE ARBITRATOR SHOULD ENDORSE A PROTECTIVE ORDER THAT IS RESTRICTIVE IN NATURE BECAUSE THE PARTIES EXPECTED THE ARBITRATION PROCEEDINGS TO BE KEPT CONFIDENTIAL WHEN THEY EXECUTED THE ISA.

A. The ISA Expressly Incorporates The Consumer Due Process Protocol Principles, Which Make Clear That, as a General Matter, These Proceedings Are Supposed to be Kept Confidential.

On July 16, 2019, Claimant and the School executed the Income Share Agreement ("ISA"). That agreement includes a provision that states:

any Claim against the Company shall be submitted to and resolved by binding arbitration under the Federal Arbitration Act ("FAA"), 9 U.S.C. §§1 et seq., before

² Available at <https://defendstudents.org/cases/lambda-school>, last seen December 13, 2021.

the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules then in effect (the “AAA Rules”, available online at www.adr.org).

(ISA, ¶ 20.) As set forth in that provision, the ISA expressly incorporates, and binds the parties to, the AAA Consumer Arbitration Rules. (Id.) The Introduction to those Rules makes plain that they “were drafted and designed to be consistent with the minimum due process principles of the *Consumer Due Process Protocol*.” (AAA Rules, 6.) The Consumer Due Process Protocol Statement of Principles (the “Protocol”), as published by the National Consumer Disputes Advisory Committee³, expressly state in Principle 12:

Confidentiality in Arbitration. Consistent with general expectations of privacy in arbitration hearings, the arbitrator should make reasonable efforts to maintain the privacy of the hearing to the extent permitted by applicable law. The arbitrator should also carefully consider claims of privilege and confidentiality when addressing evidentiary issues.

(The Protocol at 27 [emphasis in original].) The clear incorporation of these Due Process principles makes plain that confidentiality was and is encompassed by what the parties bargained for in executing the ISA.

B. Other Applicable Rules Favor a Finding That the Parties Expected These Proceedings To Be Confidential When They Agreed to be Bound by the AAA Rules.

If there were any doubt about whether the parties had the general expectation that these proceedings would be kept confidential when they executed the ISA, other provisions of the AAA Rules reinforce that conclusion. For example, Rule 23 of the AAA Rules describes the powers granted to the Arbitrator to “issue any orders necessary to ... achieve a fair, efficient, and economical resolution of the case.” (AAA Rules, 20-21.) As part of those enumerated powers, the AAA Rules expressly contemplate empowering the Arbitrator to issue, among other things:

(a) an order setting the conditions for any exchange or production of confidential documents and information, and the admission of confidential evidence at the hearing in order to preserve such confidentiality.”

(Id. [emphasis added].)

In a similar vein, Rule 30 of those Rules provides that:

³Available at [https://www.adr.org/sites/default/files/document_repository/Consumer%20Due%20Process%20Protocol%20\(1\).pdf](https://www.adr.org/sites/default/files/document_repository/Consumer%20Due%20Process%20Protocol%20(1).pdf), last viewed December 13, 2021.

The arbitrator and the AAA will keep information about the arbitration private except to the extent that a law provides that such information shall be shared or made public. The parties and their representatives in the arbitration are entitled to attend the hearings. The arbitrator will determine any disputes over whether a non-party may attend the hearing.

(*Id.*, 24 [emphasis added].)

Both of these provisions, particularly when weighed together, reinforce the understanding that the parties expected these proceedings to be confidential when they agreed to be bound by the AAA Rules.

C. **Other Legal Authorities Weigh in Favor of Concluding That, By Virtue of Their Agreement to Arbitrate, The Parties Also Expected These Proceedings to Be Confidential.**

As a general matter, parties who agree to arbitrate agree to keep such proceedings confidential. Indeed, several courts have recognized that parties to an arbitration, unlike the public judicial system, generally expect arbitrations to be confidential. (See, e.g., *Guyden v. Aetna, Inc.* (2008) 544 F.3d 376, 385 [describing confidentiality as “paradigmatic aspect of arbitration”]; *Yuen v. Superior Court* (2004) 121 Cal.App.4th 1133, 1141 (Mosk, J., Concurring) [“Beyond arbitration's traditional carrots of relative speed and greater economy, privacy is the other leg in this troika of features”].) According to at least one California treatise, “nonparties are not allowed to attend [arbitration] hearings. Indeed, privacy is one of the strong advantages of arbitration.” (Knight et al., Cal. Practice Guide: Alternative Dispute Resolution (The Rutter Group 2006) ¶ 5:395.)

Furthermore, because the ISA is an agreement between a student and a school, it makes sense that the parties would intend for disputes to be handled confidentially. Privacy, after all, is a hallmark of education industry. (See 20 U.S.C. § 1232g; 34 CFR Part 99.) On the one hand, schools generally avoid publicly airing grievances with students and former students, which may implicate private, sensitive, or embarrassing information about the student. On the other hand, the student should not use his or her privacy interest as a sword and a shield, publicly criticizing the school but keeping the full story out of the public record. An agreement for private resolution resolves this dilemma by placing the dispute in a non-public setting.

II. THERE IS NO LEGITIMATE REASON FOR IMPLEMENTING A PROTECTIVE ORDER THAT PLACES THE BURDEN ON THE SCHOOL TO JUSTIFY ITS CONFIDENTIALITY DESIGNATIONS.

A. The School Has Not Been Directed to Apposite Legal Authorities That Would Suggest a Permissive Protective Order is Required Here.

While Claimant has indicated that there is a weight of authority militating against the School's approach to the draft protective order, no authorities have been furnished suggesting that this is actually the case. This, of course, may very well be due to the fact that it is unlikely that many decisions by arbitrators regarding confidentiality would be tested by the courts. But it may also be because there are not strong reasons to be permissive with regard to confidentiality in arbitrations.

For example, there is no indication that the presumption of openness implied by the First Amendment with respect to public court proceedings would apply with equal force in the arbitration setting. Indeed, it is unlikely that the same policies would apply to a proceeding that emanates from a private agreement between two private parties.

B. Claimant Has Not Identified Any Legitimate Reason For Imposing a Less Restrictive Protective Order.

In addition to not providing any legal authorities that support her view that a less restrictive protective order is appropriate in an arbitration, Claimant has also not identified any legitimate reasons for her urged outcome either. In light of Claimant's counsel's representations, both to the Business Insider and on its website, the School respectfully suggests that the Arbitrator should pointedly ask Claimant's counsel whether they intend to post materials exchanged in this matter on their website. Or if they intend to use them to "chart a pathway for broader relief" or to "pave the way for a larger case," as publicly suggested.

If the reason a more permissive protective order has been requested is so that materials in this case can be used to recruit other plaintiffs or to assist journalists in writing additional exposes about the School, Respondent would respectfully submit that those are not appropriate purposes for materials exchanged in this matter, and certainly not justifications for imposing a more permissive protective order.

Indeed, Claimant's counsel's own conduct reaffirms the importance of confidentiality in these proceedings. In one of the related arbitration matters, one of Claimant's counsel's other clients was required to produce a disclosure setting forth an itemization of his damages, fees, and costs. That claimant's submission contained his personal and financial information. Notably, while other submissions in that arbitration were posted on Claimant's counsel's website, that specific submission, which included what arguably constitutes private information about that

particular claimant, was not posted on their site, presumably because of the recognition that non-public information about the parties should not be made public.

III. A MORE RESTRICTIVE PROTECTIVE ORDER IS ALSO JUSTIFIED FOR OTHER REASONS AS WELL.

A. Placing the Burden on the Designating Party Will Likely Unduly Burden Respondent and Lead to a Less Efficient and Less Economical Proceeding.

AAA Consumer Arbitration Rule 23 grants the Arbitrator the power to issue orders that lead to the “fair, efficient, and economical resolution of the case.” Placing the burden of protecting documents from disclosure on the designating party, particularly against the aforementioned factual backdrop, would put the School in the costly and time consuming position of fighting on the issue of confidentiality repeatedly as to potentially hundreds of documents.

Given the nature of the dispute—one in which an individual consumer is suing a private company—the School likely has substantially more commercially sensitive, trade secret, proprietary, and other private information that it will seek to protect. Likewise, given the nature of the parties, the School likely will have far more documents that it will exchange in this matter, either by the order of the Arbitrator or during the parties’ pre-hearing exchanges. Placing the burden on the party asserting the confidentiality designation to defend such designations will create an unfair asymmetry in this matter, wherein the School is forced to spend a substantial amount of time defending its confidentiality designations while Claimant, in contrast, has little-to-no similar burden.

The fairest, most efficient, and most economical way to proceed is to ensure that designations are only challenged when a genuine dispute over confidentiality is raised. Placing the burden with respect to such designations on the party opposing confidentiality will deter frivolous challenges since that party will bear the costs of attempting to de-designate such materials. Claimant’s proposal, on the other hand, which would shift the costs of a challenge to the designating party by forcing it to file a submission with the Arbitrator defending the designation, will likely lead to more challenges, and potentially invite parties to make such arguments with less attention to the merits of the challenge.

B. Claimant’s Proposed Protective Order Also Threatens to Upset Settled Issues From Another Litigation.

In addition to the typical exchange of information called for in AAA Consumer Arbitration Rule 22, Claimant has also sought to compel the production of documents from the School that were produced in *Lambda Labs, Inc., v. Lambda, Inc.*, Case No. 4:19-cv-04060-JST, a case pending in the District Court for the Northern District of California, Oakland Division (the

“*Lambda Labs* Case”). Respondent has objected to the production of any documents produced in that litigation because, among other things, that case is a trademark dispute with no relevance to the claims pending in this consumer dispute, and it would be contrary to the limited discovery procedures available through arbitration to require that Respondent engage in a burdensome document review and production process.

Nevertheless, since the School has been required to produce certain documents from the *Lambda Labs* Case in this matter, the School anticipates a potential issue that threatens comity between the Arbitrator and that federal court proceeding. Indeed, in that case, many of the School’s internal documents were designated as “CONFIDENTIAL,” per the protective order in that case. The less restrictive protective order proposed by Claimant may very well place some of these settled designations into dispute, which may threaten judicial comity.

The arbitration forum should not be an end-around used to de-designate documents marked confidential when the public-facing judicial system has not even allowed such public disclosures. A document designated as confidential in the *Lambda Labs* Case, whether subject to confidentiality in this arbitration or not, should certainly not lose such protection when the opposing party in that case has not challenged that designation under the Protective Order in that case, and indeed, the district court has made no ruling that would remove that protection. A more permissive protective order threatens to make this outcome, not only a possibility, but a likelihood.

CONCLUSION

For the foregoing reasons, Respondent respectfully requests that the Arbitrator adopt a protective order that places the burden on the party challenging a confidentiality designation to remove the protection, rather than the other way around. Respondent also respectfully requests any and all other guidance the Arbitrator deems appropriate concerning this important and pressing issue.

Very truly yours,

McMANIS FAULKNER

/s/ Patrick Hammon

PATRICK HAMMON

EXHIBIT A

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19 Attorneys for Claimant, HEATHER NYE

20 AMERICAN ARBITRATION ASSOCIATION

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22 HEATHER NYE,
23 Claimant,
24 vs.
25 LAMBDA, INC.,
26 Respondent.

AAA Case No.: 01-21-0003-8512
STIPULATION AND PROTECTIVE
ORDER REGARDING CONFIDENTIAL
INFORMATION

1 In order to protect the confidentiality of confidential information obtained by the parties
2 in connection with this case, the parties hereby agree as follows:

3 **Part One: Use of Confidential Materials**

4 1. Any party or non-party may designate as “Confidential Information” (by
5 stamping the relevant page or as otherwise set forth herein) any document which that party or
6 non-party considers in good faith to contain information involving trade secrets, or confidential
7 business or financial information. Where a document or response consists of more than one
8 page, the first page and each page on which confidential information appears shall be so
9 designated.

10 2. A party or non-party may designate information disclosed during a deposition or
11 in response to written discovery as “confidential” by so indicating in said responses or on the
12 record at the deposition and requesting the preparation of a separate transcript of such material.
13 In addition, a party or non-party may designate in writing, within twenty (20) days after receipt
14 of said responses or of the deposition transcript for which the designation is proposed, that
15 specific pages of the transcript and/or specific responses be treated as “Confidential
16 Information.” Any other party may object to such proposal, in writing or on the record. Upon
17 such objection, the parties shall follow the procedures described in paragraph 8 below. After
18 any designation made according to the procedure set forth in this paragraph, the designated
19 documents or information shall be treated according to the designation until the matter is
20 resolved according to the procedures described in paragraph 8 below, and counsel for all parties
21 shall be responsible for marking all previously unmarked copies of the designated material in
22 their possession or control with the specified designation.

23 3. All Confidential Information produced or exchanged in the course of this
24 arbitration (not including information that is publicly available) shall be used by the party or
25 parties to whom the information is produced solely for the purpose of this case.

26 4. Except with the prior written consent of the other parties, or upon prior order of
27 the Arbitrator obtained upon notice to opposing counsel, Confidential Information shall not be
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1 disclosed to any person other than:

2 (a) counsel for the respective parties to this litigation, including, in-house
3 counsel and co-counsel retained for this litigation,

4 (b) employees of such counsel,

5 (c) individual parties or officers or employees of a party, to the extent deemed
6 necessary by counsel for the prosecution or defense of this litigation,

7 (d) consultants or expert witnesses retained for the prosecution or defense of this
8 litigation, provided that each person shall execute a copy of the Certification attached to this
9 Order (which shall be retained by counsel to the party so disclosing the Confidential
10 Information and made available for inspection by opposing counsel during the pendency or after
11 the termination of the action only upon good cause shown and upon order of the Arbitrator)
12 before being shown or given any Confidential Information, and provided that if the party
13 chooses a consultant or expert employed by the defendant or one of its competitors, the party
14 shall notify the opposing party, or designating non-party, before disclosing any Confidential
15 Information to that individual and shall give the opposing party an opportunity to move for a
16 protective order preventing or limiting such disclosure;

17 (e) any authors or recipients of the Confidential Information;

18 (f) the Arbitrator, the Arbitrator's personnel, and court reporters; and

19 (g) witnesses (other than persons described in paragraphs 4(c) and 4(e)). A
20 witness shall sign the Certification before being shown a confidential document. Confidential
21 Information may be disclosed to a witness who will not sign the Certification only in a
22 deposition in which the party who designated the Confidential Information is represented or has
23 been given notice that Confidential Information produced by the party may be used. At the
24 request of any party, the portion of the deposition transcript involving the Confidential
25 Information shall be designated "Confidential" pursuant to paragraph 2 above. Witnesses shown
26 Confidential Information shall not be allowed to retain copies.

27 5. Any persons receiving Confidential Information shall not reveal or discuss such
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1 information to or with any person who is not entitled to receive such information, except as set
2 forth herein.

3 6. In connection with discovery proceedings as to which a party submits
4 Confidential Information, confidential documents shall be lodged or filed with a confidential
5 designation by electronic submission.

6 7. A party may designate as “Confidential Information” documents or discovery
7 materials produced by a non-party by providing written notice to all parties of the relevant
8 document numbers or other identification within thirty (30) days after receiving such documents
9 or discovery materials. Any party or non-party may voluntarily disclose to others without
10 restriction any information designated by that party or non-party as Confidential Information,
11 although a document may lose its confidential status if it is made public.

12 8. If a party contends that specific material is not entitled to confidential treatment,
13 such party may, within twenty-five (25) days of receipt of such material, give written notice to
14 the party or non-party who designated the material challenging such designation. If the parties
15 are unable to reach an agreement to de-designate the material, the party or non-party who has
16 challenged the designation shall have twenty-five (25) days from the transmission of such
17 written notice to apply to the Arbitrator for an order de-designating the material. The party or
18 non-party challenging the designation has the burden of establishing that the document is not
19 entitled to protection.

20 9. Notwithstanding any challenge to the designation of material as Confidential
21 Information, all documents shall be treated as such and shall be subject to the provisions hereof
22 unless and until one of the following occurs:

23 (a) the party or non-party who claims that the material is Confidential
24 Information withdraws such designation in writing; or

25 (b) the Arbitrator rules the material is not Confidential Information.

26 10. All provisions of this Order restricting the communication or use of Confidential
27 Information shall continue to be binding after the conclusion of the action, unless otherwise
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1 agreed or ordered. Upon conclusion of the litigation, a party in possession of Confidential
2 Information, other than that which is contained in pleadings, correspondence, and deposition
3 transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion
4 of this action to counsel for the party or non-party who provided such information, or (b)
5 destroy such documents within the time period upon consent of the party who provided the
6 information and certify in writing within thirty (30) days that the documents have been
7 destroyed.

8 11. Nothing herein shall be deemed to waive any applicable privilege or work
9 product protection, or to affect the ability of a party to seek relief for an inadvertent disclosure
10 of material protected by privilege or work product protection. Any witness or other person, firm
11 or entity from which discovery is sought may be informed of and may obtain the protection of
12 this Order by written advice to the parties' respective counsel or by oral advice at the time of
13 any deposition or similar proceeding.

14 **Part Two: Use of Confidential Materials in Arbitration**

15 The following provisions govern the treatment of Confidential Information used during
16 arbitration or submitted as a basis for adjudication of matters other than discovery motions or
17 proceedings. The procedures for use of Confidential Information during arbitration shall be
18 determined by the Arbitrator.

19 12. The usage of materials designated as Confidential Information during the
20 arbitration hearing does not cause those materials to lose their confidentiality designations.

21 13. Either party may designate portions of the transcript from the arbitration as
22 "Confidential Information" within twenty-five (25) days of receipt of the transcript.

23 14. If a party contends that material designated pursuant to paragraph 13 is not
24 entitled to confidential treatment, such party may, within twenty-five (25) days of receipt of the
25 designation, give written notice to the party or non-party who designated the material of an
26 intention to challenge the designation. If the parties are unable to reach an agreement regarding
27 the designation, the party or non-party who challenges the designation shall have twenty-five
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1 (25) days from the transmission of such written notice to apply to the Arbitrator for an order de-
2 designating the material. The party or non-party challenging the designation has the burden of
3 establishing that the document is not entitled to protection.
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5 IT IS SO STIPULATED.

6
7 DATED: _____, 2021

McMANIS FAULKNER

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PATRICK HAMMON
ANDREW PARKHURST

Attorneys for Respondent, LAMBDA, INC.

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13 DATED: _____, 2021

CALEBANDONIAN PLLC

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PHILIP ANDONIAN

Attorneys for Claimant, HEATHER NYE

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20 DATED: _____, 2021

NATIONAL STUDENT LEGAL DEFENSE
NETWORK

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ALEXANDER S. ELSON

Attorneys for Claimant, HEATHER NYE

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1 DATED: _____, 2021

COTCHETT, PITRE & McCARTHY, LLP

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JUSTIN BERGER
Attorneys for Claimant, HEATHER NYE

ORDER

IT IS SO ORDERED.

Dated: _____

ARBITRATOR HON. SCOTT FIELD

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CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Stipulation and Protective Order Regarding Confidential Information filed on _____, 20____, in American Arbitration Association AAA Case No.: 01-21-0003-8512 (“Order”). I have been given a copy of that Order and read it.

I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information, including copies, notes, or other transcriptions made therefrom, in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information, including copies, notes, or other transcriptions made therefrom, to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the American Arbitration Association for the purpose of enforcing the Order.

I declare under penalty of perjury that the foregoing is true and correct and that this certificate is executed this ____ day of _____, 20____, at _____.

By: _____

Address: _____

Phone: _____

EXHIBIT B

November 18, 2021

DELIVERED VIA EMAIL

Arbitrator McPharlin
c/o Marina Cortes
American Arbitration Association
45 E River Park Place West, Suite 308
Fresno, CA 93720

Re: Linh Nguyen v. Lambda Inc.
Case No. 01-21-0003-8509

Your Honor:

I write on behalf of Bloom Institute of Technology (“Bloom,” formerly known as “Lambda School,” the Respondent in this action) to request the Arbitrator’s guidance on an important issue concerning the confidentiality of these proceedings and the information exchanged therein. Bloom raises this issue to the Arbitrator as the parties are on the verge of making disclosures of documents that they intend to use in the hearing on this matter.

Bloom has proposed that the parties execute a stipulated protective order. Claimant has not indicated, one way or the other, whether she would agree to the proposal, or if she has proposed edits to the draft. The draft of the protective order is attached to this submission.¹

In addition to the discussion regarding a protective order and confidentiality, Bloom respectfully requests the Arbitrator’s guidance on the practice of exchanging information between arbitrations and the public posting of arbitration materials.

¹ As the Arbitrator will note from the proposed draft attached hereto, the caption was specifically prepared for a different arbitration. Bloom would obviously change the caption, including the names of the parties and the case numbers, to correspond to this specific arbitration.

Arbitrator McPharlin
November 18, 2021
Page 2

Bloom's counsel can make themselves available at the Arbitrator's earliest convenience to discuss—including during the parties' next conference with the Arbitrator.

Thank you,

McMANIS FAULKNER

/s/ Abimael Bastida

PATRICK HAMMON
ABIMAEEL BASTIDA

EXHIBIT A

From: [Hammon, Patrick](#)
To: [Alex Elson](#); jberger@cpmlegal.com
Cc: [Parkhurst, Andrew](#)
Subject: Re: Arbitrations --- Protective Order.
Date: Friday, November 12, 2021 3:56:43 PM
Attachments: [image001.png](#)

Hi Alex,

Thanks for your email.

As an initial matter, my understanding is that we have a conference call scheduled with the Arbitrator next week pertaining to your October 26 letter, not a hearing. Lambda has not had the opportunity to brief the issue, and will respectfully request that opportunity at the conference, should the Arbitrator find it necessary.

I disagree (slightly) with your comments about the epistolary record on the issue of confidentiality. In connection with the specific requests you made regarding my client's files, I asked about your clients' position on confidentiality. You first indicated that we could discuss it later, and then, after I asked about it again, you provided the response excerpted below. In light of that response, as well as other positions you identified on behalf of your clients regarding the three topics I raised in connection with a potential production of information from the trademark case, I indicated that my client did not believe there was a path forward. Also, included in that response, was a draft of a stipulated protective order for your clients' consideration. I do not believe I have received a response to that proposal; if one came in while my email was interrupted, I apologize for any confusion. In light of that background, I do not believe it is accurate to say that I didn't provide a response to your questions about confidentiality.

Regardless, I do not think it would be possible to answer the questions below in the abstract or about hypothetical documents. I do not disagree with you, for example, that some of Lambda's job placement rates are publicly available. But I cannot say that, nor could I say that, about all of the undefined categories of documents your requests implicated. This was why I proposed that we enter into a protective order so that we could deal with such issues on a document-by-document basis.

Lambda is not willing to "withdraw its opposition to providing the requested materials if Claimants agreed to a protective order." The draft protective order was a compromise proposal. Are Claimants unwilling to agree to a protective order? If not, I'd like to schedule informal conferences with each of the Arbitrators to address the issue.

Thanks - and have a great weekend,
Patrick

From: Alex Elson <alex@defendstudents.org>
Sent: Friday, November 12, 2021 9:14 AM
To: Hammon, Patrick <phammon@mcmanislaw.com>; jberger@cpmlegal.com
<jberger@cpmlegal.com>
Cc: Parkhurst, Andrew <aparkhurst@mcmanislaw.com>
Subject: Re: Arbitrations --- Protective Order.

Thank you, Patrick. Glad to hear you are getting back on track. With respect to confidentiality, the position we stated in our October 21 email is pasted below. I don't believe we ever received a response to our questions about confidentiality raised in that email. Is Lambda's position that any of the materials requested in Exhibit B to Claimants October 28 letter (attached) are "trade secrets, or confidential business or financial information?" If so, can you please let us know which requests you believe call for confidential information and walk us through the legal support for their coverage under your proposed order?

Separately, just so we are on the same page, would Lambda withdraw its opposition to providing the requested materials if Claimants agreed to a protective order? We are free to discuss prior to the hearing next week.

Confidentiality – Respectfully, we believe Lambda's request for a protective order governing the dissemination of "any information shared in this case" is overbroad. Can you let us know what you believe the legal support is for protection of the categories of documents described above? For example, the placement rate communications do not involve proprietary information or trade secrets—Lambda's job placement rates are publicly available, and Lambda publicizes the methodology it uses to calculate those rates in its outcomes reports. In order to keep the conversation moving, please send us the specific language you are proposing and we can discuss when we speak next.

Thank you,

Alex

From: Hammon, Patrick <phammon@mcmanislaw.com>
Date: Thursday, November 11, 2021 at 1:04 PM
To: Alex Elson <alex@defendstudents.org>, jberger@cpmlegal.com <jberger@cpmlegal.com>
Cc: Parkhurst, Andrew <aparkhurst@mcmanislaw.com>
Subject: Arbitrations --- Protective Order.

Hi Alex,

Hope you're doing well. I appreciate your understanding over the last week with regard to our technical issues.

As we are getting things back on track, I wanted to revisit the protective order I floated a week or two ago. Can you let me know your clients' positions on the draft I sent or if they have other ideas for a SPO?

Thanks,
Patrick

PATRICK HAMMON

408.279.8700

mcmanslaw.com

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EXHIBIT B

From: [Hammon, Patrick](#)
To: ["Alex Elson"](#)
Cc: [Philip Andonian](#); [Kirin Jessel](#); [Justin Berger](#); [eric Rothschild](#); [Parkhurst, Andrew](#); [Moniz, Lisa](#)
Subject: RE: Exchange of Information in Nguyen, Nye, and Stickrod AAA Arbitrations vs. Lambda
Date: Monday, October 25, 2021 1:51:27 PM
Attachments: [image001.png](#)
[Stipulation and Protective Order Regarding Confidential Information \(01724374xBDAE4\).docx](#)

Hi Alex,

We have reviewed your positions below, and we do not believe what you propose represents the exchange of information contemplated by the rules. Rather, this iteration of your clients' requests appears to be another attempt at obtaining full-blown discovery, and on a very wide scale, without a basis for it. While we appreciate your effort to try to narrow your clients' requests, it appears that what your clients seek remains too general, broad, and burdensome—and is not actually any specific document or particular piece of information.

Given the positions below, we do not expect the parties will be able to resolve this issue by meet and confer. We will, of course, continue to work with you to resolve any other disputes moving forward.

In anticipation of the parties' initial disclosures, attached is a draft stipulated protective order for your consideration. Please let us know your thoughts, edits, or revisions.

Thank you,
Patrick

From: Alex Elson <alex@defendstudents.org>
Sent: Thursday, October 21, 2021 4:59 PM
To: Hammon, Patrick <phammon@mcmanislaw.com>
Cc: Philip Andonian <phil@calebandonian.com>; Kirin Jessel <kirin@defendstudents.org>; Justin Berger <JBerger@cpmlegal.com>; eric Rothschild <eric@defendstudents.org>; Parkhurst, Andrew <aparkhurst@mcmanislaw.com>; Moniz, Lisa <lmoniz@mcmanislaw.com>
Subject: Re: Exchange of Information in Nguyen, Nye, and Stickrod AAA Arbitrations vs. Lambda

Thank you, Patrick. Are you free for a phone call Monday to discuss the status? We are generally available so please let us know what times work. Regarding your three categories, please see our responses below.

Specificity – We originally proposed using the *Lambda Labs* productions and transcripts as a compromise solution in order to alleviate the burden on Lambda to search for and review documents. But if your client would prefer, we are also happy to provide requests for specific categories of documents, as you suggest. I imagine there will likely be substantial overlap between the two, as I believe all of the below was requested in the *Lambda Labs* matter. To that end, our requests include the following categories of documents:

1. All documents/communications that support Lambda's advertised job placement rates (of over 80%) at all times relevant to the three demands. This would encompass all underlying data or information relied on by Lambda in determining or calculating job placement rates during the relevant time period, and all related communications.
2. All documents/communications that support Lambda's public statements that all of its job placement rate representations—both the representation to investors in the memo attached Exhibit A to the demands and representations on the website to the public—were accurate. This would include all documents/communications to support Lambda's public statements that representations to investors were a percentage of all students, whereas representations to the public on Lambda's website were a percentage of all graduates. (For examples of these public statements, *see, e.g.*, Austen Allred, "Lambda School and Outcomes Reporting," Lambda School Website (May 19, 2021), available at: <https://lambdaschool.com/the-commons/lambda-school-and-outcomes-reporting> and <https://twitter.com/Austen/status/1435410331266740225> ("This is literally comparing two different metrics. 1. Starting students / hired students 2. Graduated students / hired students within 180 days.")).
3. All documents related to or showing the packaging and selling of Lambda's ISAs to third parties, including through a digital marketplace such as Edly.
4. All documents/communications by Lambda executives related to articles and media coverage addressing Lambda's job placement rates, the sale of ISAs, and approval status with the BPPE, including the following articles: (i) Vincent Woo, *Lambda School's Misleading Promises*, N.Y. Magazine (Feb. 19, 2020); (ii) Kate Clark, *Lambda School's Growing Pains: Big Buzz, Student Complaints*, The Information (Jan. 23, 2020); (iii) Zoe Schiffer and Megan Farokhmanesh, *The High Cost of a Free Coding Bootcamp*, The Verge (Feb. 11, 2020); (iv) Rosalie Chan, *A California official says red-hot coding bootcamp Lambda School is violating state law if it operates without the right registration — but the company insists classes can go on*, Bus. Insider (Aug. 30, 2019); (v) Rosalie Chan, *The hot Silicon Valley coding bootcamp Lambda School is paying a \$75,000 fine for not registering properly with the state of California*, Bus. Insider (Aug. 29, 2019); (vi) Rosalie Chan, *Lambda School is Silicon Valley's big bet on reinventing education and making student debt obsolete. But students say it's a 'cult' and they would have been better off learning on their own*, Bus. Insider (Oct. 11, 2019); (vii) Rosalie Chan, *Lambda School, a buzzy online coding*

bootcamp backed by big Silicon Valley names, could be placing far fewer graduates in jobs than it says, Bus. Insider (Feb. 19, 2020).

5. The deposition transcripts in the *Lambda Labs* matter for Austen Allred, Sabrina Baez, and Lambda's Rule 30(b)(6) witness.

In order to satisfy our upcoming deadlines, we will need to know by early next week whether and when Lambda will provide these materials, or if we need to raise this with the arbitrator.

Confidentiality – Respectfully, we believe Lambda's request for a protective order governing the dissemination of "any information shared in this case" is overbroad. Can you let us know what you believe the legal support is for protection of the categories of documents described above? For example, the placement rate communications do not involve proprietary information or trade secrets—Lambda's job placement rates are publicly available, and Lambda publicizes the methodology it uses to calculate those rates in its outcomes reports. In order to keep the conversation moving, please send us the specific language you are proposing and we can discuss when we speak next.

Reciprocity – If anything, the playing field at this juncture is tilted heavily in Lambda's favor. Clearly, Lambda knows best what the basis was for its advertised job placement rates, and whether and when it sold ISAs to investors. Nevertheless, as we stated previously, our clients stand ready to share relevant information, but Lambda has not requested anything. Please let us know what Lambda is interested in. As far as not being aware of the "who, what, when, where, why" of our demands – to the extent Rule 9(b) applies to these proceedings, our clients have filed 40 page demands that quote and provide screen shots of the statements on Lambda's website that they contend were false and misleading, and allege what dates those statements were operative. We are struggling to understand what more Lambda would like to flesh out, but are happy to discuss when we speak next.

We look forward to speaking, and to hopefully working out an agreement on these issues.

Best,

Alex

From: Hammon, Patrick <phammon@mcmanislaw.com>

Date: Wednesday, October 20, 2021 at 6:01 PM

To: 'Alex Elson' <alex@defendstudents.org>

Cc: Philip Andonian <phil@calebandonian.com>, Kirin Jessel <kirin@defendstudents.org>, Justin Berger <JBerger@cpmlegal.com>, eric Rothschild <eric@defendstudents.org>, Parkhurst, Andrew <aparkhurst@mcmanislaw.com>, Moniz, Lisa <lmoniz@mcmanislaw.com>

Subject: RE: Exchange of Information in Nguyen, Nye, and Stickrod AAA Arbitrations vs. Lambda

Hi Alex,

Thanks for your correspondence, though I disagree with a few things in it.

Either way, I think a few steps have been skipped.

First, confidentiality. Your email indicates that we can discuss confidentiality when we speak next. Respectfully, Lambda views this as putting the cart before the horse. We need a protective order in place governing the dissemination of any information shared in this case. Lambda cannot move forward with discussions of exchanging information until this issue is resolved. If your team disagrees, Lambda will need to raise this issue with the arbitrators immediately.

Second, reciprocity. Your email did not respond to my client's concern about the un-level playing field in this matter. As an initial matter, Lambda does not believe it is obligated to produce anything outside of what it is required to share under Rule 22. Accordingly, my client wants an understanding of what your clients would be open to providing in response to the requests set forth in prior communications. Of course, my client has the view that this should be a streamlined proceeding; it is certainly not suggesting that full-blown "discovery" should take place in any of these matters. However, Lambda believes that, as the Arbitration Demands are currently fashioned, it is not actually on notice of the specifics or particularities of Claimants' actual allegations against it. Plainly, the proverbial "who, what, when, where, why" required to allege any misrepresentation-based claims have not been fleshed out in any detail in any of the Demands.

Third, specificity. Lambda is still concerned that Claimants are not identifying what they're looking for with specificity. Are there particular documents (or types of documents) Claimants are looking for? I understand your clients have proposed using search terms; but search terms can only be helpful in full-blown discovery in connection with the traditionally configured written discovery requests that narrow around specific categories of documents. That is not the situation here. Please identify specific documents Claimants seek so my client can evaluate whether, depending on your clients' positions on issues (1) and (2) above, such information should be disclosed.

Thank you,
Patrick

P.S. Thank you for your condolences regarding the Giants season. It was a heartbreaking series, but I did feel like we were playing with the house's money for most of this season, so I'm choosing to "smile because it happened, rather than cry because it didn't end well."

PATRICK HAMMON (bio)

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From: Alex Elson <alex@defendstudents.org>

Sent: Tuesday, October 19, 2021 1:50 PM

To: Hammon, Patrick <phammon@mcmanislaw.com>

Cc: Philip Andonian <phil@calebandonian.com>; Kirin Jessel <kirin@defendstudents.org>; Justin Berger <JBerger@cpllegal.com>; eric Rothschild <eric@defendstudents.org>; Parkhurst, Andrew <aparkhurst@mcmanislaw.com>; Moniz, Lisa <lmoniz@mcmanislaw.com>

Subject: Re: Exchange of Information in Nguyen, Nye, and Stickrod AAA Arbitrations vs. Lambda

Thank you Patrick and nice to meet you Andrew. I am boarding my flight now. If you can submit, that would be great. If not, let me know and I can handle tonight when I get in. I believe we need to submit to Marina in separate emails, one for each matter.

For scheduling purposes, do you know when you plan to send your response? If it would help to get on the phone tomorrow, we are available, just let us know when works.

Thank you,

Alex

Sent from my iPhone

On Oct 19, 2021, at 4:13 PM, Hammon, Patrick <phammon@mcmanislaw.com> wrote:

Hi Alex and team –

Thanks for your emails. Looping in my colleague Andrew Parkhurst, who is working on a substantive response to your email from yesterday.

Attached are the letters you drafted, which are executed by me. We agree with the proposals contained therein. Thanks for preparing.

Let me know if you'd like us to submit – or if you have it under control.

Thanks – and safe travels,
Patrick

PATRICK HAMMON (bio)

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From: Alex Elson <alex@defendstudents.org>

Sent: Tuesday, October 19, 2021 12:11 PM

To: Hammon, Patrick <phammon@mcmanislaw.com>

Cc: Philip Andonian <phil@calebandonian.com>; Kirin Jessel <kirin@defendstudents.org>; Justin Berger <JBerger@cpmlegal.com>; eric Rothschild <eric@defendstudents.org>

Subject: Re: Exchange of Information in Nguyen, Nye, and Stickrod AAA Arbitrations vs. Lambda

Patrick,

So that we can continue our discussions, I am attaching drafts of two short joint letters seeking an extension of tomorrow's Rule 22 deadlines in the Nguyen and Nye matters to the November 10 date that you proposed below. I am traveling this evening but cc'ing my colleagues here, who can answer any questions. If these look good to you, please go ahead and sign and submit to Marina for each case.

Are you available tomorrow to discuss the status?

Thank you,

Alex

From: Alex Elson <alex@defendstudents.org>

Date: Monday, October 18, 2021 at 1:46 PM

To: Hammon, Patrick <phammon@mcmanislaw.com>

Cc: Philip Andonian <phil@calebandonian.com>, Kirin Jessel <kirin@defendstudents.org>, Justin Berger <JBerger@cpmlegal.com>

Subject: Re: Exchange of Information in Nguyen, Nye, and Stickrod AAA Arbitrations vs. Lambda

Thank you, Patrick. Just to clarify, I am using "discovery" and "exchange of information" interchangeably. I understand that you have been busy—we have too—but we have an October 20 deadline for the exchange of information and, over three weeks after making our compromise proposal, we still do not know Lambda's position. We also have fast-approaching dispositive motion deadlines—we will need time to review the information provided by Lambda before such deadlines pass.

Recognizing that arbitration must be "fundamentally fair" but also "fast and economical," Rule 22, claimants offered a compromise solution: rather than seek new information, they would agree to receive only the universe of relevant documents and transcripts already reviewed and produced by Lambda in *Lambda Labs, Inc. v. Lambda, Inc.*, No. 4:19-cv-04060 (N.D. Cal.). While *Lambda Labs* was indeed a trademark matter, the discovery addressed issues that are directly relevant here. Specifically, the court explained that, "[o]ne particular harm Labs alleges is that customer confusion between Labs and School harms Labs' goodwill because School's business is a scam. There are some unkind press reports indicating that School's curriculum is deficient, that *its claims about job placement for its students are exaggerated and even fraudulent*, and that for some students the experience has been so bad they've begun to organize. The present RFPs are targeted at those issues." *Lambda Labs*, No. 19-cv-04060, 2020 WL 4036387, at *1 (N.D. Cal. July 17, 2020) (emphasis added). Lambda opposed this discovery, but the court allowed it because "if the curriculum is terrible and School's job placement claims are cooked up, that is relevant." *Id.* The court went on to allow discovery on a range of issues directly relevant here, including: (i) internal communications by Lambda executives regarding negative press related to Lambda's placement rates, (ii) student and employee complaints regarding curriculum, instructors, and job placement, and (iii) potential misrepresentations about graduation and employment rates. *Id.* at 1-3.

When we last spoke, you stated that your firm was in the process of gaining control over the *Lambda Labs* productions. To be clear, we are not seeking a "blank check" to rummage through those productions. Rather, we are seeking only the materials that are relevant to the issues in these cases. As discussed previously, it seems that the most streamlined way to do so would be to run targeted search terms over the productions, tailored specifically to the allegations at issue here. Does Lambda agree to do that? If so, we will send over a list of proposed search terms shortly. We can also discuss confidentiality when we speak next.

With respect to depositions, does Lambda agree to providing Austen Allred, Sabrina Baez, and the 30(b)(6) witness's transcripts, as well as a list of the other individuals who were deposed and their job titles, so that we can identify what else is likely to be relevant?

With respect to any requests for information from claimants, Rule 22 provides that Lambda may ask for "specific documents and other information." Claimants are not opposed to providing relevant information, but to date Lambda has not asked for anything.

Please let us know Lambda's positions so we can either (i) jointly seek an extension of the relevant deadlines until such time

that Lambda can make the productions or (ii) proceed to raise the issue with the arbitrator. We are free for a call to discuss any time today until 4:30pm EST (or after 5:30pm EST), or tomorrow between 12pm-3pm EST.

Thanks and I look forward to talking soon,

Alex

PS -- sorry about the Giants too -- he definitely did not swing! Maybe there is something to this whole even year thing -- bodes well for you guys in 2022.

From: Hammon, Patrick <phammon@mcmanislaw.com>

Date: Friday, October 15, 2021 at 9:02 PM

To: Alex Elson <alex@defendstudents.org>

Cc: Philip Andonian <phil@calebandonian.com>, Kirin Jessel <kirin@defendstudents.org>, Justin Berger <JBerger@cpmlegal.com>

Subject: RE: Exchange of Information in Nguyen, Nye, and Stickrod AAA Arbitrations vs. Lambda

Hi Alex,

I just finished up a deposition. I write in response to your emails from this week.

As an initial matter, it is difficult to meet unilaterally-imposed deadlines. Unlike Claimants, Lambda does not have three separate legal teams working on these matters. I am, and have been, working on addressing your requests, but my timeline may look a little different than yours.

Next, Lambda disagrees with Claimants' characterization of the procedural posture that the parties are in. As I understand it, there is no "discovery" provided for under AAA's Consumer Rules—and there is no "discovery deadline" set forth in any of the Arbitrators' orders.

With respect to the October 20 deadline for exchanging information, as previously indicated, Lambda is willing to continue that deadline, and willing to do so by a few weeks. I would propose 11/10, but am open to alternative proposals. Lambda, however, does not agree that moving that deadline would necessarily mean other deadlines need to be moved—and is currently unwilling to stipulate to a blanket extension as to other dates in this case. However, if there are specific deadlines your team is concerned about, I would be happy to consider stipulating to an extension.

Next, so the record is clear, I did not agree that Lambda would provide (i) the total volume of documents/pages produced in the unrelated trademark litigation (or that we would run search terms and provide responsive documents); or (ii) a list of the people deposed in that case of their job titles. My understanding is that your team asked about discovery from the trademark case—a case my firm was not involved in. I indicated I would look into the feasibility of the request and my client's willingness to share information from that case. I later learned that discovery from that case was not neatly organized into buckets of information that could be analyzed or produced in a simple or straightforward way. I raised that concern when we spoke last week, and you raised the three bullet points below as a potential compromise.

With respect to the specific requests your team has made, Lambda is unwilling to give Claimants this large of a blank check into discovery from an unrelated case. Lambda is, however, not categorically opposed to disclosing specific documents that have a nexus with the issues in these arbitrations. As a prerequisite to doing so, however, Lambda needs a stipulated protective order in place restricting the dissemination of materials shared in these matters. Additionally, Lambda believes Claimant should articulate the specific types of documents she is looking for. As mentioned above, Lambda has considered Claimant's request, evaluated the attendant burdens associated with it, and has determined that it is not willing to fish around through discovery (or let Claimant do so either). But Lambda is willing to consider requests for specific documents (or specific categories of documents).

Finally, my client wants an understanding of what Claimants would make available to Lambda as a part of preparing its defenses in connection with these discussions. I was very surprised to see the letter you sent in the *Nguyen* matter opposing Lambda's request for leave to file a dispositive motion. Among other things, it was strange to see Claimant represent that she believes she has adequately pleaded her misrepresentation/concealment-centered claims—claims which are almost universally subject to heightened pleading standards. As you know, Lambda does not, for example, have the right to depose your clients as a part of these arbitrations. Often times demurrers/motions to dismiss such claims end up resulting in amended pleadings in which plaintiffs/claimants put meat on the proverbial bones underlying their misrepresentation/concealment-centered claims. Knowing that Lambda cannot request your clients' depositions or their

internal communications, your client's opposition to Lambda's request for leave regarding your client's allegations was discouraging, not only because of the positions and rhetoric in it, but also the apparent belief that Lambda has appropriate notice of the claims your client asserts against it. My client has serious concerns about any agreement that would tilt the informational landscape in this case in Claimants' favor while at least one of Claimants is taking steps that cut off what limited procedural tools Lambda has to get very basic information about Claimant's allegations.

If Claimant can identify specific documents or materials she is seeking (or specific types of documents or materials or specific information) and can identify what steps Claimant would take to level the informational playing field, I would be happy to present the proposal to my client and get its position as soon as practicable. But if Claimant feels the need to go to the Arbitrator now, so be it.

Have a good weekend. And my apologies about the White Sox; they had a great run.

Thank you,
Patrick

PATRICK HAMMON (bio)

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From: Alex Elson <alex@defendstudents.org>
Sent: Thursday, October 14, 2021 1:18 PM
To: Hammon, Patrick <phammon@mcmanslaw.com>
Cc: Philip Andonian <phil@calebandonian.com>; Kirin Jessel <kirin@defendstudents.org>; Justin Berger <JBerger@cpmlegal.com>
Subject: Exchange of Information in Nguyen, Nye, and Stickrod AAA Arbitrations vs. Lambda

Hi Patrick,

I'm following up on my email below. Claimants Stickrod, Nye, and Nguyen have been attempting to discuss the exchange of information in these matters since the conclusion of the first preliminary hearing on August 30. I know there were scheduling conflicts on both sides in September, but the parties ultimately connected on September 24 and we shared our compromise proposal wherein Lambda would provide the relevant discovery and deposition transcripts from *Lambda Labs, Inc. v. Lambda, Inc.*, No. 4:19-cv-04060 (N.D. Cal.). Three weeks have passed and we still do not have an answer regarding Lambda's position on our proposal, with the discovery deadline in two of the matters on October 20, only six days away. While we appreciate your agreement on our October 7 phone call to jointly request an extension of the October 20 discovery deadline, there are other deadlines in these arbitrations that will also be impacted by these delays. We very much hope to avoid involving the arbitrators in exchange of information issues, but are prepared to do so if Lambda does not provide its position by 5pm EST tomorrow. Thank you and hope to talk soon.

Best,

Alex Elson

From: Alex Elson <alex@defendstudents.org>
Date: Tuesday, October 12, 2021 at 12:16 PM
To: Hammon, Patrick <phammon@mcmanslaw.com>
Cc: Philip Andonian <phil@calebandonian.com>, Kirin Jessel <kirin@defendstudents.org>, Justin Berger <JBerger@cpmlegal.com>
Subject: Re: Heather Nye v. Lambda, Inc. - Case 01-21-0003-8512

Hi Patrick,

Are you free tomorrow or Thursday to discuss the status of discovery? As we discussed on October 7, you were going to get back to us on your client's position regarding providing the productions and deposition transcripts from the Lambda Labs matter, including providing the following information:

- o The total volume of documents/pages produced and how they were produced (i.e. custodians and search terms or in response to specific requests).
- o If the Labs volume is large, whether Lambda will agree to running search terms over the full Labs productions and providing responsive documents.
- o With respect to depositions, a list of the people deposed in the Labs case and their job titles.

In addition, we discussed that the exchange of information deadline in the Nye and Nguyen matters is October 20, and agreed to jointly seek an extension of the discovery deadline given the status of our discussions. We decided that we did not need to file the joint request last week, but could do so this week after we discuss next steps and timing. Given that the dispositive motion deadlines and hearing dates are fast approaching, it is important that we resolve these issues soon.

My day tomorrow is open until 5pm EST and Thursday from 1pm to 6pm EST.

Thank you,

Alex

From: Alex Elson <alex@defendstudents.org>
Date: Friday, October 8, 2021 at 6:22 PM
To: Hammon, Patrick <phammon@mcmanislaw.com>
Cc: Philip Andonian <phil@calebandonian.com>, Kirin Jessel <kirin@defendstudents.org>, Justin Berger <JBerger@cpmlegal.com>
Subject: Re: Heather Nye v. Lambda, Inc. - Case 01-21-0003-8512

No objection. Can you please let the arbitrator know? Thanks and have a good weekend everyone.

From: Hammon, Patrick <phammon@mcmanislaw.com>
Date: Friday, October 8, 2021 at 5:21 PM
To: Alex Elson <alex@defendstudents.org>
Cc: Philip Andonian <phil@calebandonian.com>, Kirin Jessel <kirin@defendstudents.org>, Justin Berger <JBerger@cpmlegal.com>
Subject: RE: Heather Nye v. Lambda, Inc. - Case 01-21-0003-8512

Thanks, Alex – apologies for the delay; just got out of a depo.

What about 10/26 for openers; 11/9 for oppos; and 11/16 for replies?

Thanks,
Patrick

PATRICK HAMMON ([bio](#))

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From: Alex Elson <alex@defendstudents.org>
Sent: Friday, October 8, 2021 12:31 PM
To: Hammon, Patrick <phammon@mcmanislaw.com>
Cc: Philip Andonian <phil@calebandonian.com>; Kirin Jessel <kirin@defendstudents.org>; Justin Berger <JBerger@cpmlegal.com>
Subject: Re: Heather Nye v. Lambda, Inc. - Case 01-21-0003-8512

Hi Patrick,

Just following up on the dates for the briefing schedule in the Nye matter. Given that the arbitrator asked for a briefing schedule on Sept. 29, I think we need to get back to him before the weekend. As discussed yesterday, we are ok if you need to kick our proposed schedule out a week due to your upcoming workload.

Thanks,

Alex

From: Hammon, Patrick <phammon@mcmanislaw.com>
Date: Wednesday, October 6, 2021 at 6:26 PM
To: Alex Elson <alex@defendstudents.org>
Cc: Philip Andonian <phil@calebandonian.com>, Kirin Jessel <kirin@defendstudents.org>, Justin Berger <JBerger@cpmlegal.com>
Subject: RE: Heather Nye v. Lambda, Inc. - Case 01-21-0003-8512

Thanks, Alex.

Could your team chat from 12:30-1:00 PT tomorrow? I realize that runs up against your departure time, but I'm just tight in the mornings.

Thank you,
Patrick

PATRICK HAMMON (bio)

408.279.8700
mcmanislaw.com

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From: Alex Elson <alex@defendstudents.org>
Sent: Tuesday, October 5, 2021 3:44 PM
To: Hammon, Patrick <phammon@mcmanislaw.com>
Cc: Philip Andonian <phil@calebandonian.com>; Kirin Jessel <kirin@defendstudents.org>; Justin Berger <JBerger@cpmlegal.com>
Subject: Re: Heather Nye v. Lambda, Inc. - Case 01-21-0003-8512

Thanks, Patrick. Both days are largely open on my end. I have a flight at 6pm EST on Thursday so any time prior to 4pm EST should work. Friday is open after 11:30am EST. Please let us know what works best.

For the briefing schedule on the below – so that we can get back to Arbitrator Field, are you agreeable to the following: (i) both motions due October 15; (ii) both responses due October 29; (iii) both replies due Nov. 5?

Best,

Alex

From: Hammon, Patrick <phammon@mcmanislaw.com>
Date: Tuesday, October 5, 2021 at 6:35 PM
To: Alex Elson <alex@defendstudents.org>
Cc: Philip Andonian <phil@calebandonian.com>, Kirin Jessel <kirin@defendstudents.org>, Justin Berger <JBerger@cpmlegal.com>
Subject: RE: Heather Nye v. Lambda, Inc. - Case 01-21-0003-8512

Hi Alex,

Apologies for the delay; still trying to wrap my arms around whether and to what extent my client is willing to (and is able to) agree to the proposal we discussed during our last call.

I think I should have our position hammered down tomorrow.

How do your Thursday and Friday look for a call?

Thanks,
Patrick

PATRICK HAMMON (bio)

408.279.8700
mcmanslaw.com

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From: Alex Elson <alex@defendstudents.org>
Sent: Friday, October 1, 2021 11:50 AM
To: Hammon, Patrick <phammon@mcmanslaw.com>
Cc: Philip Andonian <phil@calebandonian.com>; Kirin Jessel <kirin@defendstudents.org>; Justin Berger <JBerger@cpmlegal.com>
Subject: FW: Heather Nye v. Lambda, Inc. - Case 01-21-0003-8512

Hi Patrick,

Are you free on Monday or Tuesday to discuss the below as well as to provide an update on your client's position regarding the exchange of information that we discussed last Friday? Feel free to send around some times that work for you.

Thanks and have a good weekend all.

Best,

Alex

From: Scott Field <Scott.Field@butlersnow.com>
Date: Wednesday, September 29, 2021 at 8:25 PM
To: 'MarinaCortes@adr.org' <MarinaCortes@adr.org>, contact@lambdaschool.com <contact@lambdaschool.com>, phammon@mcmanslaw.com <phammon@mcmanslaw.com>, Keeana Kee <Keeana.Kee@butlersnow.com>, phil@calebandonian.com <phil@calebandonian.com>, alex@defendstudents.org <alex@defendstudents.org>, jberger@cpmlegal.com <jberger@cpmlegal.com>
Subject: RE: Heather Nye v. Lambda, Inc. - Case 01-21-0003-8512

Both claimant's and respondent's motions for leave to file a dispositive motion are granted. I would like for counsel to visit about a schedule for their filings, responses, etc., and then let me know what you've agreed to in terms of timing.

Thank you.

Scott K. Field
Butler Snow LLP

D: (737) 802-1816 | C: (512) 773-8119 | F: (737) 802-1801
1400 Lavaca Street, Suite 1000, Austin, TX 78701
Scott.Field@butlersnow.com | [vCard](#) | [Bio](#)

[Twitter](#) | [LinkedIn](#) | [Facebook](#) | [YouTube](#)

From: MarinaCortes@adr.org <MarinaCortes@adr.org>

Sent: Tuesday, September 28, 2021 3:25 PM

To: contact@lambdaschool.com; Scott Field <Scott.Field@butlersnow.com>; phammon@mcmanislaw.com; Keeana Kee <Keeana.Kee@butlersnow.com>; phil@calebandonian.com; alex@defendstudents.org; jberger@cpllegal.com

Subject: Heather Nye v. Lambda, Inc. - Case 01-21-0003-8512

Hello,

Please review the attached correspondence regarding the above-referenced case.

Feel free to contact me with any questions, comments or concerns you have related to this matter.

Thank you.

**AAA Marina Cortes
Case Administrator**

American Arbitration Association

T: 559 650 8224 F: 855 433 3046 E: MarinaCortes@adr.org
45 E River Park Place West, Suite 308, Fresno, CA 93720
adr.org | icdr.org | aaamediation.org

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<2021-10-19 Jt. Letter re R22 Extension - Nye (01721359xBD4E4).docx>

<2021-10-19 Jt. Letter re R22 Extension - Nguyen (01721357xBD4E4).docx>

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7 Attorneys for Respondent, LAMBDA INC.

8 PHILIP ANDONIAN (D.C. Bar No.490792)
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17 Burlingame, CA 94010
Telephone: (650) 697-6000
18 Email: JBerger@cpmlegal.com

19 Attorneys for Claimant, HEATHER NYE

20 AMERICAN ARBITRATION ASSOCIATION

21
22 HEATHER NYE,
23 Claimant,
24 vs.
25 LAMBDA, INC.,
26 Respondent.

AAA Case No.: 01-21-0003-8512
STIPULATION AND PROTECTIVE
ORDER REGARDING CONFIDENTIAL
INFORMATION

1 In order to protect the confidentiality of confidential information obtained by the parties
2 in connection with this case, the parties hereby agree as follows:

3 **Part One: Use of Confidential Materials**

4 1. Any party or non-party may designate as “Confidential Information” (by
5 stamping the relevant page or as otherwise set forth herein) any document which that party or
6 non-party considers in good faith to contain information involving trade secrets, or confidential
7 business or financial information. Where a document or response consists of more than one
8 page, the first page and each page on which confidential information appears shall be so
9 designated.

10 2. A party or non-party may designate information disclosed during a deposition or
11 in response to written discovery as “confidential” by so indicating in said responses or on the
12 record at the deposition and requesting the preparation of a separate transcript of such material.
13 In addition, a party or non-party may designate in writing, within twenty (20) days after receipt
14 of said responses or of the deposition transcript for which the designation is proposed, that
15 specific pages of the transcript and/or specific responses be treated as “Confidential
16 Information.” Any other party may object to such proposal, in writing or on the record. Upon
17 such objection, the parties shall follow the procedures described in paragraph 8 below. After
18 any designation made according to the procedure set forth in this paragraph, the designated
19 documents or information shall be treated according to the designation until the matter is
20 resolved according to the procedures described in paragraph 8 below, and counsel for all parties
21 shall be responsible for marking all previously unmarked copies of the designated material in
22 their possession or control with the specified designation.

23 3. All Confidential Information produced or exchanged in the course of this
24 arbitration (not including information that is publicly available) shall be used by the party or
25 parties to whom the information is produced solely for the purpose of this case.

26 4. Except with the prior written consent of the other parties, or upon prior order of
27 the Arbitrator obtained upon notice to opposing counsel, Confidential Information shall not be
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1 disclosed to any person other than:

2 (a) counsel for the respective parties to this litigation, including, in-house
3 counsel and co-counsel retained for this litigation,

4 (b) employees of such counsel,

5 (c) individual parties or officers or employees of a party, to the extent deemed
6 necessary by counsel for the prosecution or defense of this litigation,

7 (d) consultants or expert witnesses retained for the prosecution or defense of this
8 litigation, provided that each person shall execute a copy of the Certification attached to this
9 Order (which shall be retained by counsel to the party so disclosing the Confidential
10 Information and made available for inspection by opposing counsel during the pendency or after
11 the termination of the action only upon good cause shown and upon order of the Arbitrator)
12 before being shown or given any Confidential Information, and provided that if the party
13 chooses a consultant or expert employed by the defendant or one of its competitors, the party
14 shall notify the opposing party, or designating non-party, before disclosing any Confidential
15 Information to that individual and shall give the opposing party an opportunity to move for a
16 protective order preventing or limiting such disclosure;

17 (e) any authors or recipients of the Confidential Information;

18 (f) the Arbitrator, the Arbitrator's personnel, and court reporters; and

19 (g) witnesses (other than persons described in paragraphs 4(c) and 4(e)). A
20 witness shall sign the Certification before being shown a confidential document. Confidential
21 Information may be disclosed to a witness who will not sign the Certification only in a
22 deposition in which the party who designated the Confidential Information is represented or has
23 been given notice that Confidential Information produced by the party may be used. At the
24 request of any party, the portion of the deposition transcript involving the Confidential
25 Information shall be designated "Confidential" pursuant to paragraph 2 above. Witnesses shown
26 Confidential Information shall not be allowed to retain copies.

27 5. Any persons receiving Confidential Information shall not reveal or discuss such
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1 information to or with any person who is not entitled to receive such information, except as set
2 forth herein.

3 6. In connection with discovery proceedings as to which a party submits
4 Confidential Information, confidential documents shall be lodged or filed with a confidential
5 designation by electronic submission.

6 7. A party may designate as “Confidential Information” documents or discovery
7 materials produced by a non-party by providing written notice to all parties of the relevant
8 document numbers or other identification within thirty (30) days after receiving such documents
9 or discovery materials. Any party or non-party may voluntarily disclose to others without
10 restriction any information designated by that party or non-party as Confidential Information,
11 although a document may lose its confidential status if it is made public.

12 8. If a party contends that specific material is not entitled to confidential treatment,
13 such party may, within twenty-five (25) days of receipt of such material, give written notice to
14 the party or non-party who designated the material challenging such designation. If the parties
15 are unable to reach an agreement to de-designate the material, the party or non-party who has
16 challenged the designation shall have twenty-five (25) days from the transmission of such
17 written notice to apply to the Arbitrator for an order de-designating the material. The party or
18 non-party challenging the designation has the burden of establishing that the document is not
19 entitled to protection.

20 9. Notwithstanding any challenge to the designation of material as Confidential
21 Information, all documents shall be treated as such and shall be subject to the provisions hereof
22 unless and until one of the following occurs:

23 (a) the party or non-party who claims that the material is Confidential
24 Information withdraws such designation in writing; or

25 (b) the Arbitrator rules the material is not Confidential Information.

26 10. All provisions of this Order restricting the communication or use of Confidential
27 Information shall continue to be binding after the conclusion of the action, unless otherwise
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1 agreed or ordered. Upon conclusion of the litigation, a party in possession of Confidential
2 Information, other than that which is contained in pleadings, correspondence, and deposition
3 transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion
4 of this action to counsel for the party or non-party who provided such information, or (b)
5 destroy such documents within the time period upon consent of the party who provided the
6 information and certify in writing within thirty (30) days that the documents have been
7 destroyed.

8 11. Nothing herein shall be deemed to waive any applicable privilege or work
9 product protection, or to affect the ability of a party to seek relief for an inadvertent disclosure
10 of material protected by privilege or work product protection. Any witness or other person, firm
11 or entity from which discovery is sought may be informed of and may obtain the protection of
12 this Order by written advice to the parties' respective counsel or by oral advice at the time of
13 any deposition or similar proceeding.

14 **Part Two: Use of Confidential Materials in Arbitration**

15 The following provisions govern the treatment of Confidential Information used during
16 arbitration or submitted as a basis for adjudication of matters other than discovery motions or
17 proceedings. The procedures for use of Confidential Information during arbitration shall be
18 determined by the Arbitrator.

19 12. The usage of materials designated as Confidential Information during the
20 arbitration hearing does not cause those materials to lose their confidentiality designations.

21 13. Either party may designate portions of the transcript from the arbitration as
22 "Confidential Information" within twenty-five (25) days of receipt of the transcript.

23 14. If a party contends that material designated pursuant to paragraph 13 is not
24 entitled to confidential treatment, such party may, within twenty-five (25) days of receipt of the
25 designation, give written notice to the party or non-party who designated the material of an
26 intention to challenge the designation. If the parties are unable to reach an agreement regarding
27 the designation, the party or non-party who challenges the designation shall have twenty-five
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1 (25) days from the transmission of such written notice to apply to the Arbitrator for an order de-
2 designating the material. The party or non-party challenging the designation has the burden of
3 establishing that the document is not entitled to protection.
4

5 IT IS SO STIPULATED.

6
7 DATED: _____, 2021

McMANIS FAULKNER

8
9

PATRICK HAMMON
ANDREW PARKHURST

Attorneys for Respondent, LAMBDA, INC.

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11
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13 DATED: _____, 2021

CALEBANDONIAN PLLC

14
15

PHILIP ANDONIAN

Attorneys for Claimant, HEATHER NYE

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20 DATED: _____, 2021

NATIONAL STUDENT LEGAL DEFENSE
NETWORK

21
22

ALEXANDER S. ELSON
Attorneys for Claimant, HEATHER NYE

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1 DATED: _____, 2021

COTCHETT, PITRE & McCARTHY, LLP

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JUSTIN BERGER
Attorneys for Claimant, HEATHER NYE

ORDER

IT IS SO ORDERED.

Dated: _____

ARBITRATOR HON. SCOTT FIELD

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CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Stipulation and Protective Order Regarding Confidential Information filed on _____, 20 __, in American Arbitration Association AAA Case No.: 01-21-0003-8512 (“Order”). I have been given a copy of that Order and read it.

I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information, including copies, notes, or other transcriptions made therefrom, in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information, including copies, notes, or other transcriptions made therefrom, to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the American Arbitration Association for the purpose of enforcing the Order.

I declare under penalty of perjury that the foregoing is true and correct and that this certificate is executed this ___ day of _____, 20 __, at _____.

By: _____

Address: _____

Phone: _____

EXHIBIT C

From: [Alex Elson](#)
To: [Hammon, Patrick](#)
Cc: [Parkhurst, Andrew](#); phil@calebandonian.com; kirin@defendstudents.org
Subject: Re: Call re document exchange & next steps
Date: Wednesday, December 8, 2021 8:29:23 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[2021.12.08 - Stipulation and Protective Order Regarding Confidential Information - Claimants" Revision.docx](#)

Hi Patrick,

Attached are Claimants' revisions to the draft Protective Order for the Nguyen, Nye, and Stickrod matters. As a reminder, we have until December 15 to address any disputes on the PO in the Stickrod matter. We are available to discuss.

Thank you,

Alex

From: Alex Elson <alex@defendstudents.org>
Date: Tuesday, December 7, 2021 at 2:36 PM
To: Hammon, Patrick <phammon@mcmmanislaw.com>
Cc: Parkhurst, Andrew <aparkhurst@mcmmanislaw.com>, phil@calebandonian.com <phil@calebandonian.com>, kirin@defendstudents.org <kirin@defendstudents.org>
Subject: Re: Call re document exchange & next steps

Thank you, Patrick. Our notes are actually different than what you describe below – Arbitrator McPharlin stated that Respondent was required to produce the “core of what is being asked for” in requests 1-3, and then ordered us to meet and confer over things such as search terms and date ranges, but did not order that a specific date range be provided. This is confirmed by the written order issued on November 22, which provides: “It is ordered that documents be produced pursuant to Requests No. 1, 2, and 3, after counsel have met and conferred about limiting the breadth of the requests, through date limitations, search terms, and otherwise.”

With respect to Request 1, we did discuss limiting the time frame to the date Ms. Nguyen enrolled. But as set forth in my email below, that only makes sense with respect to the representations themselves, not any evidence that the 85.9% rate that Ms. Nguyen relied on was false.

With respect to Request 2, there is no date range in the request precisely for this reason. Any communications that support or contradict the accuracy of the “roughly 50%” statement and the 85.9% rate would be directly relevant, regardless of when those communications took place. Indeed, they are the “core of what is being asked for.” As set forth in my email below, we are not opposed to putting some time limit on the request, such as when the representation came down from the website.

With respect to Request 3, because the request seeks documents and communications regarding

2020 articles about the 2019 placement rates, it follows that the searches need to be conducted during the time period after these articles were published.

We appreciate your statement that Respondent will “look outside the date range,” but it’s not clear what that means. Can you please explain specifically what you are proposing for each request? If it turns out we are saying the same thing, great. If not, as set forth below, one option is to run searches both with and without the date restrictions to see if there is a difference in volume. Or, in the alternative, if we cannot reach agreement we can write a joint letter to the arbitrator with each side explaining its position in a short statement.

With respect to Respondent’s requests, we spoke with Ms. Nguyen on Friday – she does not expect it to be burdensome, but we don’t have confirmation of total volume yet. The process is under way and we will be in touch soon with any updates.

We will send you edits on the PO shortly. We believe the law is clear on the burden issue. If your client has cases indicating that it is somehow different in the AAA context, please feel free to share.

If you would like to have a phone call to discuss, please let us know.

Best,

Alex

From: Hammon, Patrick <phammon@mcmanislaw.com>

Date: Monday, December 6, 2021 at 11:40 PM

To: Alex Elson <alex@defendstudents.org>

Cc: Parkhurst, Andrew <aparkhurst@mcmanislaw.com>, phil@calebandonian.com <phil@calebandonian.com>, kirin@defendstudents.org <kirin@defendstudents.org>

Subject: Re: Call re document exchange & next steps

Hi Alex,

Thanks for your email.

Claimant's Document Requests

The Arbitrator provided specific guidance regarding time limits and date ranges at the hearing. As I'm sure everybody recalls, my client's position regarding the limited window of relevance between (1) when Claimant alleges she first discovered Lambda and (2) when she enrolled at Lambda was made pretty clear at the hearing before the Arbitrator provided that guidance. After both sides presented their arguments (Respondent for a narrow window and

Claimant for a broader window), the Arbitrator indicated that the timeframe for RFPs 1-3 would be, at most, April 2019 through the date of Claimant's enrollment.

Regardless of the foregoing, I actually do not think we are that far apart in what we are saying with regard to RFPs 1-2. Indeed, Respondent will not only be looking for documents that are literally from within those dates for purposes of responding to RFPs 1-2. Instead, Respondent will look outside the date range as well to see if there are responsive documents regarding the window endorsed by the Arbitrator.

With regard to RFP 3, I don't mean this to be argumentative, but this is the first I've heard of searching for documents from 2020. My understanding was that the Arbitrator was clear in the guidance she provided about time and date ranges, and that she agreed with Respondent's argument that documents reflecting or relating to events from after Claimant enrolled did not need to be produced. To that end, my client is willing to do exactly what the Arbitrator told it to do by searching for responsive documents from April 2019 through the date Claimant enrolled. Nevertheless, in the interest of moving forward, my client would be willing to look outside that date range for responsive documents, provided that such documents relate to media coverage from within that time frame.

I would be surprised if others had a different recollection of what the Arbitrator said at the hearing about these issues, but if for some reason you believe my notes are inaccurate, please let me know.

Respondent's Document Requests

Can you please provide an update on where we stand in connection with Respondent's document requests? As I indicated in the past, we would like to work with you to make sure our requests are fair and not overly burdensome, but we haven't heard any reactions to the criteria we proposed. Just let us know.

The Protective Order

When can we expect either a markup or your suggested edits? In a similar vein, as we discussed during our call, if authorities exist that you think my side should review before cementing its position, please let me know.

Thanks,
Patrick

PATRICK HAMMON



408.279.8700

mcmanislaw.com

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From: Alex Elson <alex@defendstudents.org>
Sent: Sunday, December 5, 2021 11:14 AM
To: Hammon, Patrick <phammon@mcmanislaw.com>
Cc: Parkhurst, Andrew <aparkhurst@mcmanislaw.com>; phil@calebandonian.com <phil@calebandonian.com>; kirin@defendstudents.org <kirin@defendstudents.org>
Subject: Re: Call re document exchange & next steps

Thanks, Patrick. I think we are largely on the same page, but want to flag one open issue with respect to date ranges.

Requests 1 and 2: At the hearing, we discussed that any placement rate representations that came after Linh's enrollment date would not be relevant, and agreed that any such limitation would be reasonable. That remains our position. However, after further thought, because the 85.9% rate that Linh relied on remained on the website for many months after she enrolled, communications about that specific rate (even if it came after she enrolled) would be relevant to the issue of falsity. For the same reason, any communications that support or contradict the accuracy of the "roughly 50%" statement and the 85.9% rate would be relevant, regardless of when those communications took place. To be clear, we are not seeking data or documents that support new rates that Lambda published *after* the 85.9% rate, but are focused only on the rate that Linh relied on when she enrolled. Would your client agree to provide documents up until the time that the 85.9% rate came down from the website?

Request 3: No disagreement that the order is limited to the job placement rate issue, but I suspect you are correct that it will be a moot point given the scope of the articles. Because most of the relevant stories were published in early 2020, can we agree to a June 2020 end date for that request?

As a practical matter (and to avoid any unnecessary disputes) perhaps it makes sense to run these searches both with and without date restrictions to see if there is even an issue?

We will get edits on the PO to you shortly.

If it's easier to talk this through on Monday, just let us know.

Best,

Alex

From: Hammon, Patrick <phammon@mcmanislaw.com>
Date: Thursday, December 2, 2021 at 7:40 PM
To: Alex Elson <alex@defendstudents.org>
Cc: Parkhurst, Andrew <aparkhurst@mcmanislaw.com>, phil@calebandonian.com <phil@calebandonian.com>, kirin@defendstudents.org <kirin@defendstudents.org>
Subject: RE: Call re document exchange & next steps

Hi Alex,

Thanks for your email.

I'm still getting my arms wrapped around the dataset from the Lambda Labs case, but, as I mentioned during our call on Monday, I expect to be in a position to have it by end of week.

As a general matter, this looks like a fair and workable start, and I don't anticipate much controversy, except (possibly) in connection with Request 3, as set forth below. With regard to your comments about the exclamation mark wildcard, I understand what you mean, and can run searches accordingly. With regard to Requests 1 and 2, the proposed search terms you identified to find and produce documents relating to the time period identified by the Arbitrator during the hearing (April 2019 through Claimant's ISA execution date) generally make sense, assuming we can execute some

type of protective order by the production date.

In connection with Request 3, however, I want to note that the Arbitrator indicated at the hearing that my client would only be required to respond to the portion of this request pertaining to Claimant's job placement rate theory—and not the other two threads of the request concerning (i) BPPE approval and (ii) ISA resale. This may ultimately be a moot point as my suspicion is that these issues were all lumped together in the media coverage I think you're trying to capture, but I just wanted to make sure we were on the same page.

Assuming we are on the same page, and barring some unduly burdensome number of hits, my sense is that we will be in a position to agree to this framework shortly.

Thanks,

Patrick

PATRICK HAMMON ([bio](#))



408.279.8700
mcmanislaw.com

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From: Alex Elson <alex@defendstudents.org>
Sent: Wednesday, December 1, 2021 4:13 PM
To: Hammon, Patrick <phammon@mcmanislaw.com>
Cc: Parkhurst, Andrew <aparkhurst@mcmanislaw.com>; phil@calebandonian.com;
kirin@defendstudents.org

Subject: Re: Call re document exchange & next steps

Hi Patrick,

Please find search terms below. This does not include Request 5 – for that request, I assume your client can simply pull documents related to the packaging and selling of Claimant’s ISA (if any)? Also note – I am using “!” below for the wildcard extender, but am not sure if your system uses a different symbol.

As discussed yesterday, our understanding is that once ready, the search terms will be run over all of the Lambda Labs productions.

We will be in touch soon on items 3 and 4 in your email below.

Requests 1-2

- Placement or placed
- Rate /10 (employ! or job or low or career)
- 85.9%
- 50%
- Outcome
- “180 days”
- Cohort /s (place! or employ! or job)
- Denominator
- “Career Readiness”

Request 3

- Woo
- Intelligencer
- (NY or “New York”) /5 mag!
- “Business Insider”
- Chan
- Wired
- Verge
- “The Information”
- (press or report or story or article or feature) /s (placement or placed or rate or outcome or fraud or scam or mislead or misrep!)

Thanks and talk to you soon,

Alex

From: Alex Elson <alex@defendstudents.org>
Date: Monday, November 29, 2021 at 6:34 PM
To: Hammon, Patrick <phammon@mcmanislaw.com>, phil@calebandonian.com <phil@calebandonian.com>, kirin@defendstudents.org <kirin@defendstudents.org>
Cc: Parkhurst, Andrew <aparkhurst@mcmanislaw.com>
Subject: Re: Call re document exchange & next steps

Thank you, Patrick. 2pm PST/5pm EST tomorrow works for us. I'll send around an invite with a dial in. Your list is similar to ours – we can address all of the below when we talk tomorrow.

Best,

Alex

From: Hammon, Patrick <phammon@mcmanislaw.com>
Date: Monday, November 29, 2021 at 5:34 PM
To: alex@defendstudents.org <alex@defendstudents.org>, phil@calebandonian.com <phil@calebandonian.com>, kirin@defendstudents.org <kirin@defendstudents.org>
Cc: Parkhurst, Andrew <aparkhurst@mcmanislaw.com>
Subject: RE: Call re document exchange & next steps

Hi Alex,

Thanks for your email. Hope you guys all had a nice holiday break.

With regard to a call, could you speak tomorrow at 2 pm PT? We're in depo starting Wednesday, so we're just a little tight right now on timing.

A few outstanding issues from my perspective (which likely overlap with the ones on your agenda):

1. **Timing Issues:** I think we have now moved the disclosure deadlines to an indefinite point in all three arbitrations. I haven't yet formulated a position on when we should re-set those, but if you have views, I'd appreciate hearing them, so I can discuss with my client.
2. **Search Terms:** Thank you for the update regarding your proposed search terms. Obviously, the sooner we can get those, the better, so please just keep us posted.
3. **Protective Order:** Thank you for the update regarding your comments to the proposed protective order. We look forward to receiving those. Based upon your comments at the first hearing, it sounds like we will likely reach an impasse soon as to the issue of who bears the burden when a designation is challenged, which is fine, but I'd like to get something to the

Arbitrator(s) sooner than later, so we can get his or her guidance before the parties start producing documents.

4. **Discovery re: Claimant(s):** As you surely know, our position is that the parties did not agree to the type of discovery that your client, Ms. Nguyen, advocated in her arbitration. However, as the Arbitrator apparently disagreed with us—and granted some discovery, it is our view, as expressed during the hearing, that it would be fundamentally unfair for my client to produce information before the hearing, without your client being asked to do the same, which was a view Arbitrator McPharlin seemed to share. To that end, I would propose that Claimant produce the following:

- All of her text messages and emails that mention “Lambda”
- All of her documents or communications that either relate to, or that Claimant contends support, her allegation (i) that she relied on any of the alleged misrepresentations or (ii) that such reliance caused her harm.

My strong suspicion is that there will not be a lot of documents that are responsive to either responsiveness criterion, but if there are multiple 1000’s of documents (particularly in connection with the first standard), and your client believes it would be burdensome to produce them, how about you just let us know, and then we can talk through ways of further limiting?

Thank you,
Patrick

PATRICK HAMMON (bio)



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From: Patrick Hammon <patrickhammon@gmail.com>

Sent: Monday, November 29, 2021 2:59 PM

To: Hammon, Patrick <phammon@mcmanislaw.com>

Subject: Fwd: Call re document exchange & next steps

----- Forwarded message -----

From: **Alex Elson** <alex@defendstudents.org>
Date: Mon, Nov 29, 2021 at 7:46 AM
Subject: Call re document exchange & next steps
To: Patrick Hammon <patrickhammon@gmail.com>
CC: Philip Andonian <phil@calebandonian.com>, Kirin Jessel <kirin@defendstudents.org>

Hi Patrick,

I hope you had a nice Thanksgiving weekend. We are working now to get you edits to the draft PO as well as a list of proposed search terms. Are you free for a call tomorrow or Wednesday to discuss next steps and timing? If you want to send us some times, we can take it from there.

Thanks,

Alex

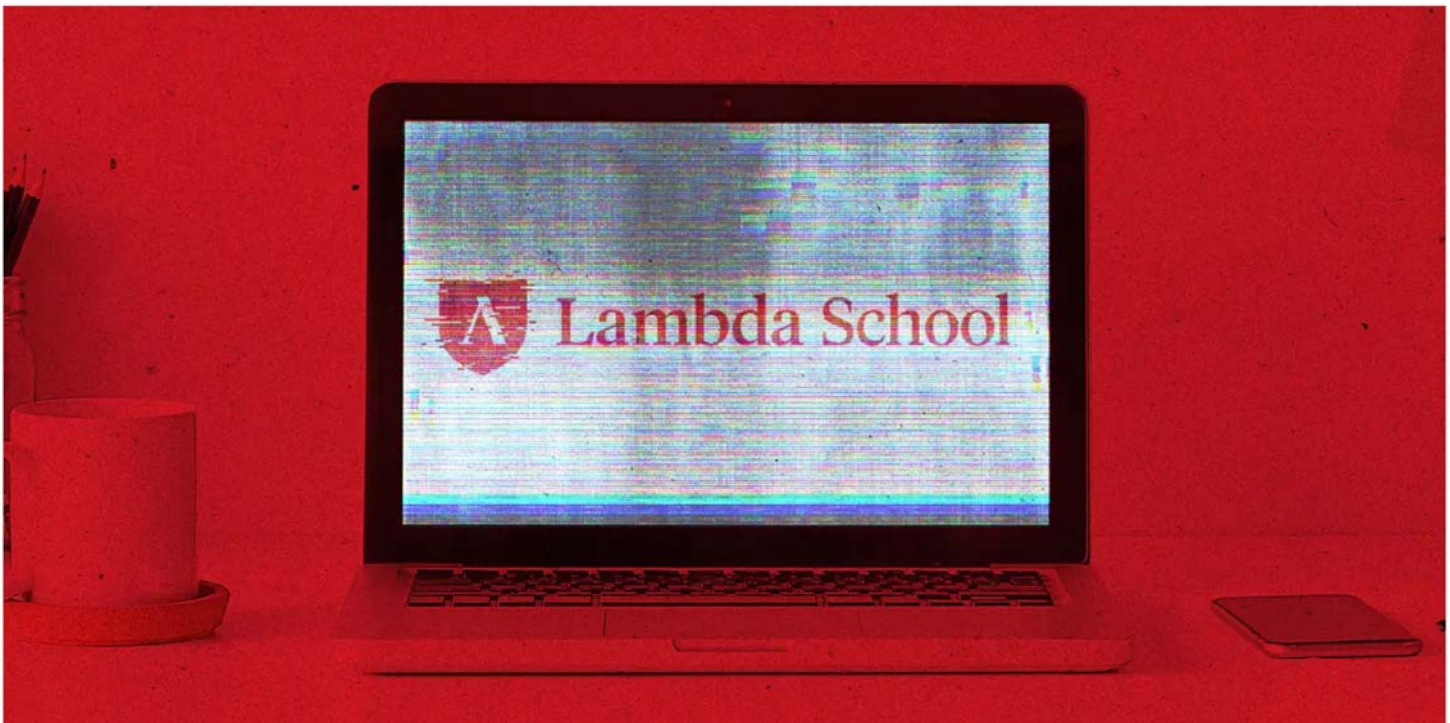
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EXHIBIT D



TECH

Lambda School promised a fast and cheap path to a lucrative tech career. Leaked documents and former students cast doubt on that claim.



Leaked documents suggest that Lambda School's job-placement rates are far lower than advertised and that the company's business model may not be as "incentive-aligned" as it says. Marianne Ayala/Insider

Vincent Woo

Oct 25, 2021, 4:30 AM



When Henry Rosales joined Lambda School, he thought it would be a way out of working a low-wage call-center job in Las Vegas. The school's inspirational Instagram ads promised to take people like him with no technical experience and train them for lucrative professions like UX design or web development in nine to 18 months.

After a little over a year of working part time and taking online classes at the school, Rosales felt duped. The school had failed to provide the type of instruction that would have allowed him to make a career as a UX designer, he said. "By the end, I just stopped, because it was a waste of my time," he told me.

Rosales is not alone. Leaked documents from company all-hands meetings in the summer of 2020 and January and February of this year, led by the school's now former chief operating officer, Molly Graham, who resigned [earlier this month](#), and others led by its chief business officer, Matt Wyndowe, showed that Lambda School placed only around 30% of its 2020 graduates in qualifying jobs during

the first half of 2020. This figure is in stark contrast to the 74% placement rate it advertised for its 2019 graduates, the latest figure the school has made publicly available.

In a tweet, Graham wrote that her mission was to "get the company through a pivotal phase" and position it to "operate well without me." These documents, given to Insider by a person familiar with the meetings, alongside over a dozen interviews with former Lambda School students and instructors, suggest that Graham is leaving with that mission far from accomplished.

Lambda School's internal placement rates that it shares with investors are different from what it advertises publicly

Cofounded in 2017 by the tech entrepreneurs Austen Allred and Ben Nelson, with help from the startup

accelerator Y Combinator, Lambda School offered a nontraditional path for those seeking careers in computer science. In lieu of a four-year degree, students could take a crash course in programming while paying no tuition up front; an income-share agreement allowed students to pay the school a portion of their salary after being hired in a tech job with an annual salary of at least \$50,000. Blog posts [advertised it as "incentive-aligned" education](#).

With the global edtech industry worth [more than \\$106 billion](#) as of this year, schools have popped up across North America promising to teach students using a similar business model. Lambda School itself has raised a total of \$122 million from venture capital.

Lambda School enrolls thousands of students a year and has indicated it plans on growing many times over to give investors profitable returns on the investments they've made.

"I don't see any reason Lambda School shouldn't scale up to tens of millions of people per year," Allred recently said in an interview on "The Quest Pod with Justin Kan."

But the school also has a history of advertising questionable figures. Last year, [I reported for New York magazine](#) that Lambda School's placement rate was closer to 50% in 2019 while it publicly advertised a rate of over 80%.

When asked for comment on the school's 30% placement figure presented at the all-hands meeting, Allred redirected Insider to its outcomes report for the second half of 2019, which showed a placement rate of 74%. But to calculate that rate, it excluded about half of the 516 graduates in this report for reasons including graduating late, being unresponsive, or indicating they were no longer seeking a job related to their studies.

While the school's internal documents and those it shares with investors consider only graduates who make \$50,000 annually — which roughly mirrors the national average for entry-level coding salaries — as "qualified placements," its advertised placement figures include graduates who make as little as \$10,000 a year, less than what the vast majority of students made before they enrolled in the school.

How Lambda School's 2020 job-placement percentages compare with its publicly advertised 2019 rate

Avg. placement 90+ days after graduation	16%
---	------------

Avg. placement 180+ days after graduation	27%
--	------------

Placement pct. advertised	74%
----------------------------------	------------

Note: 2020 data is from a leaked slide from a Lambda School all-hands meeting in February 2021. The 2019 rate is the latest the school has made publicly available.

Allred defended the school's methodology as common in the boot-camp industry and said it was audited by an independent group. But the school's private auditors only

confirm the results of the report, rather than question the process used to obtain them.

When pressed, Allred blamed the low placement figures on the pandemic. A spokesperson for the Bureau of Labor Statistics told Insider that while jobs in tech suffered some during the first months of the pandemic, the industry was comparatively resilient and among the fastest to recover. It also has more jobs now than it did when the pandemic began, the spokesperson said.

Allred didn't respond to Insider's request for placement figures for the latter half of 2020, though slides suggested initial placement rates from this period were slightly lower than those from the beginning of the year.



If you know that your curriculum isn't good enough, why would you still hold somebody

accountable for \$30,000?

- Henry Rosales

According to Sheree Speakman, the former CEO and now advisor to the Council on Integrity in Results Reporting, a nonprofit formed to track boot-camp results, this type of cherry-picking has become common among big coding schools. The nonprofit has strict guidelines for reporting placement rates, but Speakman told Insider the largest boot camps rarely follow them.

Boot camps that report to the council must ask students whether they are seeking jobs in their field of study before the start of their program, and count all students who respond affirmatively in their job-placement figures. Speakman questioned why so many Lambda School students who'd chosen to enroll in a tech boot camp would report after completing it that they actually weren't seeking employment in tech. While the council does allow the removal of some students in a placement rate — for example, those who graduate late can be removed so long as the school also explicitly discloses the percentage of students who graduate on time and counts late graduates in the next graduating class — Lambda School's methodology diverges from these practices.

"They're shrinking the denominator," Speakman told me.

Lambda School stopped reporting to the nonprofit in 2018 after its first batch of graduates.

Lambda School needs to become profitable. Its efforts may hurt its students.

The all-hands documents also indicate that Lambda School's business model may not need to be as "incentive-aligned" as the school has people believe.

Documents from a meeting last year suggested the school was losing an average of \$7,250 per student. Another of Graham's slides from January illustrated the balance the school must strike between enrollment volume and placement rate to achieve profitability. The slide said the school's goal for the first half of 2021 was to reach 50% to 70% placement with 500 students enrolled per month, but it also acknowledged a more uncomfortable possibility: The school could still reach profitability by enrolling 2,000 students a month while placing less than half of its graduates in qualifying jobs.

Lambda School slides from July 2020 showing that the school's total cost per student is \$13,000 and that its average revenue per student is \$5,750. Lambda School All Hands Meeting - 07/09/2020

When asked about the slides, Allred denied that the school could be profitable with a low student-success rate and told Insider that some of the figures presented in them were inaccurate, because the school's variable costs would increase according to the number of students it enrolled. Allred declined to share what those variable costs were or explain why slides with ostensibly inaccurate forecasts of the company's paths to profitability were presented at an all-hands meeting.

Lambda School slides showing that its goal is to enroll 500 students a month and place 50% to 70% in qualifying jobs. The graph also shows that Lambda School could become profitable if fewer than half of its students find jobs if it enrolls 2,000 students. "To break even, we need to increase # of students and QP%," the slide says. "Break even happens when we maintain these numbers for 14 months." Lambda School All Hands Meeting - 01/28/21

A person familiar with the all-hands meetings said the presenters told staff that the school could be sustainable on a per-student basis with a lower student-success rate but it desired better outcomes for its students. Allred denied that they made this statement.

Some students feel there is already inadequate support for those who are struggling in class. "Those students that are in the bottom 10%, why would they invest resources into helping those students succeed? Just let them fail out after six months, let them waste six months of their lives, six months of paying rent," a former web-development student who spoke on the condition of anonymity told me.

Despite its lack of profitability, the school raised over \$70 million in Series C funding in August of last year. In the following months it implemented dramatic cost-cutting measures, including shortening its curriculum by three months and eliminating a majority of its paid teaching assistants, or "team leads," who were responsible for helping instructors teach, grade, and review students' code.

"The truth of the matter is that these cost-cutting measures hurt students," said a former Lambda School data-science instructor who spoke to me on the condition

of anonymity for fear of retribution from the company.

"Because we were always teaching, there was no time to really get the curriculum to where it ought to be."

Allred promised to replace the teaching assistants with more instructors, but in April he laid off a third of the school's staff.

"Class sizes are like 150 students to one instructor — I've only heard that number going up," the web-development student said. The data-science instructor similarly suggested that student-instructor ratios in some programs were around 100 to 1.

Allred told Insider that Lambda School's student-instructor ratio was closer to 13 to 1. This figure included "instructors, teaching assistants, student success coordinators, and other student-facing employees," he said. He declined to provide a number for instructors excluding additional staff.

"Instructor-to-student ratio is the wrong metric for measuring the level of support any student receives," he added.

Lambda School stopped being a school for many students

Tomás Phillips, who enrolled in Lambda's data-science program, complained that the truncated program made it difficult to learn the skills the school had promised to teach.

"It stopped being a school," Phillips said.

"They're very into doublespeak," Phillips added. "They say you'll get hired sooner because you don't have to do those three months."

Last year, the school announced it would terminate the UX-design program and give students the option to either change courses or cancel their income-share agreement. The school's official statement said UX design was no longer a priority, but some students believed the quality of the program was to blame.

Rosales, one of the students in the canceled course, told Insider that he wasn't aware the school had given students the opportunity to change programs or terminate their income-share agreement. When he found out, it was too late — he had missed the deadline to do either. He

completed the program, but he told Insider he didn't feel he learned the skills to receive a job in the field.

"If you know that your curriculum isn't good enough, why would you still hold somebody accountable for \$30,000?" Rosales said. "It doesn't make any sense."

Another student, Pablo Vahanian, said he joined Lambda School for the hands-on help its teaching assistants provided. When it got rid of the teaching assistants, Vahanian was so incensed that he stopped attending class and negatively reviewed the school with a tech YouTuber. Vahanian said that when he tried to terminate his income-share agreement, the school demanded he take down the interview and pay it \$15,000. He ultimately declined.

"There was nothing wrong with reviewing a product," he said. "I purchased a product, and it was faulty."

One student, who requested they remain anonymous, said

that learning UX design at Lambda School changed their life and that they're now pursuing a lucrative career in the profession. "I make really good money now," they said. "What I did has changed my life, and I don't want that to go unsaid. I'm a fortunate UX graduate of Lambda School. I'm doing very well."

At the same time, they told Insider, the school didn't provide the educational experience or the career services it had promised. "I have a fortunate enough life situation that I could continue my own education and ... fill the gap in education that Lambda failed to give me so that I could get a job," they said.

Allred refused to comment on students' specific accusations against the school, but he said that allegations that the UX-design program was shut down because of its quality were false.

The instructor said that for many students, money was tight. (The school's own 2020 [diversity report](#) said more than a quarter of students cared for children or other dependents while studying.) "These are people often in difficult life positions," he said.

"The focus internally is on telling specific, tear-jerking stories of people whose lives were so profoundly changed by Lambda for the better. Those stories were true — but the question is how often did these true stories occur?"

The school is experimenting with its students — and they aren't happy

This chorus of dissatisfaction has led to a series of legal complaints against the school, including by the National Student Legal Defense Network, a student-protection nonprofit. This May it filed a series of arbitration cases accusing Lambda School of defrauding students by advertising false placement records.

"If I would've known their real job-placement rate — not to mention how hard it was to actually learn at the school — I never would have signed up," said Jonathan Stickrod, one of the students involved in arbitration with the school.

Stickrod, who now works at a café in Medford, Oregon, left community college to attend Lambda School. He said he dropped out after a year because of the school's poor

curriculum and cost-cutting measures.

While the students' agreements bar them from bringing a class-action lawsuit, the NSLDN is hoping Strickrod's case and two others will pave the way for a larger case.

John Danner, an early Lambda School investor and board member, told me he was very aware of the complaints against the school.

Danner, who invested \$1 million shortly after Lambda School's Series A, compared the complaints to his own experience launching the charter school Rocketship Education, which received public backlash for teaching elementary-school students on laptops without instructors for part of their day.

"They said we were experimenting on the backs of children," Danner said.

"But when SpaceX launched their first five rockets and they blew up, was that OK?" he continued. "We're in a more high-stakes world of human development. Still, you can't say that you don't like the way things are but don't want people to try new things."

For nearly a decade, the boot-camp industry has grown on investments from venture capitalists willing to bet millions on the promise of disrupting traditional education with little oversight and regulation. For VCs it's

a given that some of the companies they gamble on will lose money.

But while such trials might be fine for unmanned rockets, experimenting on students has come at a cost.

Rosales is still without a design job and dreads getting one, knowing he'll have to pay Lambda School if he does. The school recently sent him a letter demanding his banking information so that it could track direct deposits from a job. If he doesn't comply, it threatened to charge him his full tuition of \$30,000 regardless of whether he gets a job.

Despite this, he's holding out. "I don't think I should be held liable for an education that I didn't receive," he said.

Additional reporting by [Cadence Bambenek](#).

More: [Lambda School](#) [Lambda](#) [BI Graphics](#) [Marianne Ayala](#) 



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Lambda School

Student Defense, on behalf of three former students of the online coding bootcamp Lambda School, filed arbitration demands on May 13, 2021, alleging that the school’s use of false job placement rates and other deceptive marketing practices entitles them to relief, including cancellation of the Income Share Agreements (“ISAs”) that the school uses as a type of loan to fund tuition.

Lambda touts itself as a pathway for its students to achieve career success. To attract students, Lambda advertised a job placement success rate of 85 percent, while internal documents reveal school executives told investors only about half of students were employed in relevant jobs within six months of graduation. But the misdeeds did not stop there: in 2019, the California Bureau for Private Postsecondary Education ordered the school to cease operations and submit a closure plan. But, in violation of California law, Lambda continued to enroll students anyway. Jonathan Stickrod, Linh Nguyen, and Heather Nye are the first three former Lambda students to file arbitration demands over these fraudulent claims.

“Lambda sought to attract students under the false premise of inflated job placement numbers,” said Student Defense Senior Counsel and Cofounder Alex Elson. “The three students we’re representing have paid the price for Lambda’s deception, and we know they’re not alone. We’re committed to securing financial relief for those harmed by Lambda’s unlawful conduct.”

Lambda School is an online coding bootcamp based in California, that offers courses in web development, programming, and other subjects. Lambda charges \$30,000 for its program, more than double the reported average price of online coding bootcamps. Lambda’s business model is predicated on convincing prospective students to pay this large amount by promising that they will not owe any tuition unless they find a job that pays \$50,000 or more per year. Through this financial arrangement, known as an Income Share Agreement, Lambda students agree to pay the school a portion of their post-graduation income instead of traditional, fixed loan payments.

Lambda's false advertisements convinced students like Jonathan Stickrod to enroll. After watching a YouTube ad touting the school's "no upfront tuition payments" and reading about the school's high job placement rate, Jonathan dropped out of his community college program to enroll at Lambda. He later realized the program was nowhere close to what was advertised. Today — echoing the results of many others who enrolled at Lambda — Jonathan does not have a coding job.

Lambda's ISAs contain arbitration clauses that force students seeking to vindicate their rights into arbitration, and to do so individually (rather than as a class). Student Defense, together with co-counsel from CalebAndonian PLLC and Cotchett Pitre & McCarthy LLP, is countering this prohibition by representing three students in individual arbitrations. The students hope not only to secure relief for themselves, but to chart a pathway for broader relief as the school's practices are exposed.

Related Documents

Nguyen v. Lambda

- [Arbitration Demand \(May 13, 2021\)](#)
- [AAA Letter to Lambda \(June 7, 2021\)](#)
- [Lambda Inc.'s Answer to Claimant's Demand for Arbitration \(July 9, 2021\)](#)
- [Lambda Request to File a Motion to Dismiss \(Sept. 15, 2021\)](#)
- [Report of Preliminary Management Hearing and Scheduling Order \(Sept. 13, 2021\)](#)
- [Ms. Nguyen's Opposition to Lambda's Request to File a Motion to Dismiss \(Oct. 14, 2021\)](#)
- [AAA Order Denying Lambda's Request to File a Motion to Dismiss \(Oct. 25, 2021\)](#)

Stickrod v. Lambda

- [Arbitration Demand \(May 13, 2021\)](#)
- [AAA Letter to Lambda \(June 7, 2021\)](#)
- [Lambda Inc.'s Answer to Claimant's Demand for Arbitration \(July 9, 2021\)](#)
- [Report of Preliminary Management Hearing and Scheduling Order \(Sept. 30, 2021\)](#)

Nye v. Lambda

- [Arbitration Demand \(May 13, 2021\)](#)
- [AAA Letter to Lambda \(June 7, 2021\)](#)
- [Lambda Inc.'s Answer to Claimant's Demand for Arbitration \(July 9, 2021\)](#)
- [Report of Preliminary Management Hearing and Scheduling Order \(Sept. 13, 2021\)](#)
- [Respondent Lambda Inc.'s Demurrer to Demand for Arbitration \(Oct. 26, 2021\)](#)
- [Heather Nye's Dispositive Motion on Claim That Lambda Was Operating Without BPPE Approval \(Oct. 26, 2021\)](#)
- [Claimant Heather Nye's Opposition to Lambda's Demurrer \(Nov. 12, 2021\)](#)
- [Lambda's Opposition to Claimant's Dispositive Motion on BPPE Issue \(Nov. 12, 2021\)](#)

- [Lambda's Reply in Support of its Demurrer \(Nov. 23, 2021\)](#)
- [Heather Nye's Reply in Support of Her Dispositive Motion \(Nov. 23, 2021\)](#)

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