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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

KEVIN BIHAN-POUDEC, TAYLOR
EDWARDS, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

v.

FARFETCH.COM US LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 19STCV00800

Honorable Daniel J. Buckley
Department SSC1

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 28, 2021
Time: 10:30 a.m.
Department: SSC1

Complaint Filed: January 7, 2019
FAC Filed: February 14, 2019
SAC Filed: December 7, 2020
Trial Date: None Set

1 This matter has come before the Honorable Daniel J. Buckley in Department SSC1 of the
2 Superior Court of the State of California, for the County of Los Angeles, on June 28, 2021 at 10:30
3 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiffs Kevin Bihan-Poudec and Taylor Edwards ("Plaintiffs"),
5 individually and on behalf of all others similarly situated and other aggrieved employees and Gordon
6 Rees Scully Mansukhani, LLP appears as counsel for Defendant Farfetch.com US LLC
7 ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 "EXHIBIT 1" to the Declaration of Edwin Aiwarzian in Support of Plaintiffs' Motion for Preliminary
15 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
16 falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

27 ///

28 ///

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Award, Service Awards, LWDA Payment, Settlement Administration Expenses, and
3 payments to the Settlement Class Members provided thereby, appear to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class Members are
7 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the
18 representatives of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All hourly-paid and/or non-exempt employees who worked for Defendant in the
22 State of California at any time during the period from January 7, 2015 through
23 December 31, 2019.

24 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
25 (“Class Counsel”).

26 8. The Court provisionally appoints Plaintiffs Kevin Bihan-Poudec and Taylor
27 Edwards as the representatives of the Class (“Class Representatives”).

28 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
administration of the Settlement (“Settlement Administrator”).

1 10. No later than fourteen (14) calendar days of the date of this Order, Defendant shall
2 provide the Settlement Administrator with the following information about each Class Member: (1)
3 full name; (2) last known address; (3) last known home telephone number; (4) Social Security
4 number; (5) the number of days he or she was employed by Defendant during the Class Period
5 (collectively referred to as the “Class Data”) in conformity with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action
7 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
8 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
9 Class Notice appears to fully and accurately inform the Class Members of all material elements of
10 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt
11 out request, of Class Members’ right to dispute the Workweeks credited to each of them, and of each
12 Settlement Class Member’s right and opportunity to object to the Settlement by submitting an
13 objection. The Court further finds that distribution of the Class Notice substantially in the manner
14 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in
15 the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
16 due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement
17 Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within twenty-
18 one (21) calendar days of receipt of the Class Data, pursuant to the terms set forth in the Settlement
19 Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
22 to be excluded from the Settlement by submitting a timely written opt out request in conformity with
23 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later
24 than the date which is sixty (60) calendar days from the initial mailing of the Class Notice to Class
25 Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline
26 will be the later of either fifteen (15) calendar days from the date of the re-mailing or the original
27 sixty (60) calendar day deadline. Any such person who timely and validly chooses to opt out of,
28 and be excluded from, the Settlement will not be entitled to any recovery under the Settlement and

1 will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class
2 Members who have not submitted a timely and valid request to be excluded from the Settlement
3 (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment
4 based thereon.

5 13. A Final Approval Hearing shall be held before this Court on
6 _____ at _____ a.m./p.m. in
7 Department SSC1 of the Los Angeles County Superior Court, located at Spring Street Courthouse,
8 312 N. Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning
9 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
10 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
11 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
12 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
13 to the Class Members; and determine whether to finally approve the requests for the Class Counsel
14 Award, Service Awards, and Settlement Administration Expenses.

15 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
16 Counsel Award, Service Awards, and Settlement Administration Expenses, along with the
17 appropriate declarations and supporting evidence, including the Settlement Administrator's
18 declaration, by _____, to be heard
19 at the Final Approval Hearing.

20 15. To object to the Settlement, a Class Member must mail their objection to the
21 Settlement Administrator postmarked on or before the Response Deadline. The objection must be
22 signed and must contain the information that is required, as set forth in the Class Notice, including
23 and not limited to the grounds for the objection.

24 16. The Settlement is not a concession or admission, and shall not be used against
25 Defendant as an admission or indication with respect to any claim of any fault or omission by
26 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
27 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
28 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or

1 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
2 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
3 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
4 implementation, interpretation, or enforcement of the Settlement.

5 17. In the event the Settlement does not become effective in accordance with the terms
6 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
7 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
8 vacated, and the Parties shall revert back to their respective positions as of before entering into the
9 Settlement Agreement.

10 18. Except as required to implement the Settlement, all proceedings and all litigation of
11 the Action are stayed pending the Final Approval Hearing.

12 19. The Court reserves the right to adjourn or continue the date of the Final Approval
13 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
14 Members, and retains jurisdiction to consider all further applications arising out of or connected with
15 the Settlement.

16 **IT IS SO ORDERED.**

17
18 Dated: _____

By: _____
The Honorable Daniel J. Buckley
Judge of the Superior Court

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Bihan-Poudec, et al. v. Farfetch.com US LLC

Superior Court of California for the County of Los Angeles, Case No. 19STCV00800

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.

This Court authorized this notice. This is not a solicitation from a lawyer.

A proposed class and representative action settlement has been reached between Plaintiffs Kevin Bihan-Poudec and Taylor Edwards (“Plaintiffs”) and Defendant Farfetch.com US LLC (“Defendant” or “Farfetch”) in the case entitled *Bihan-Poudec v. Farfetch.com US LLC*, Los Angeles County Superior Court, Case No. 19STCV00800 (“Action”). On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether the Court should grant final approval of the settlement.

You have received this notice because Farfetch’s records indicate that you worked for Farfetch as an hourly-paid and/or non-exempt employee in the State of California at any time from January 7, 2015 through December 31, 2019 and are, therefore, a member of the Class and entitled to participate in the settlement.

According to Defendant’s records:

From January 7, 2015 through December 31, 2019, you worked for Defendant as an hourly-paid and/or non-exempt employee in the State of California for [] Workweeks.

Your estimated share of the settlement proceeds (“Individual Settlement Share”) is based on the number of Workweeks credited to you.

Under the terms of the settlement, your Individual Settlement Share (as defined below) is estimated to be approximately \$[INSERT payment amount]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you want to participate in the settlement and receive your Individual Settlement Share then you should do nothing and do not request exclusion from the settlement. In return you will give up certain rights, and you will be bound by the Settlement Agreement and the release of Released Claims against the Released Parties (as defined below in Section).
OBJECT	You may also object to the settlement and tell the Court why you do not like the settlement in accordance with the instructions in Section 5(b) of this Notice no later than [Response Deadline] . If the Court approves the settlement despite your objection, you will still be bound by the settlement, and you will be subject to the release of Released Claims against the Released Parties (as defined below in Section 6).
REQUEST EXCLUSION	If you wish to be excluded from the settlement, you must submit a written request for exclusion according to the instructions in Section 5(a) of this Notice no later than [Response Deadline] . If you submit a request for exclusion, you will not be bound by the Settlement (with the exception of the PAGA Claims as further described below) and you will <u>not</u> receive any payment under to the settlement. You will also <u>not</u> be able to object to the settlement.

1. WHO IS IN THE CLASS?

Farfetch's records show that you are a member of the Class, which is defined as:

All hourly-paid and/or non-exempt employees who worked for Defendant in the state of California at any time from **January 7, 2015** through **December 31, 2019**.

The "Class Period" means the time period from January 7, 2015 through December 31, 2019.

"Class Member" means a member of the Class.

2. WHY DID I RECEIVE THIS NOTICE?

Plaintiffs and Defendant have entered into a Class Action and PAGA Settlement Agreement and Release ("Settlement Agreement" or "Agreement") that will, if finally approved by the Court, fully resolve this case. The Settlement Agreement sets forth the details of the settlement. You may obtain a copy of the Settlement Agreement from the Settlement Administrator. The proposed Settlement Agreement has been submitted to the Court and has been preliminarily approved for settlement purposes. The Court also appointed Edwin Aiwasian and Arby Aiwasian of the law firm Lawyers for Justice, PC as Class Counsel to represent you and the Class.

As a Class Member, you are entitled to share in the funds available for settlement of this class action. You are not being sued and you will not be individually responsible for any of the attorney's fees or expenses of the litigation, as the settlement requires those amounts to be paid by Farfetch. Your rights will be affected by the Settlement Agreement described in this Notice whether you act or not.

Unless you submit a request to be excluded from the Settlement to the Settlement Administrator, you will become a Settlement Class Member. You will receive an Individual Settlement Payment, and you will be bound by the release of Released Claims (as defined below in Section 6). Notwithstanding the foregoing, if you submit a request to be excluded from the Settlement you will still be subject to the settlement and release of the PAGA Claims as further explained below in Section 5(a).

The Court must finally approve the terms of the settlement described below as fair and reasonable to the Settlement Class, before it will take effect. If approved, the settlement will affect all Class Members who do not exclude themselves from the Settlement Class. An administrator that has been appointed by the Court will make all approved settlement payments after the Court orders them.

3. WHAT IS THIS CASE ABOUT?

Plaintiffs Kevin Bihan-Poudec and Taylor Edwards, former employees of Defendant, brought a class action lawsuit in the Superior Court of California, County of Los Angeles. Plaintiffs, individually and on behalf of all other non-exempt employees, allege that Defendant failed to: pay all minimum, regular, and overtime wages, provide compliant meal and rest breaks, reimburse business expenses, keep accurate payroll records, issue accurate wage statements, and timely pay all wages.

Defendant denies all allegations, claims, and contentions alleged in the lawsuit and maintains to have fully complied with the law.

The parties have reached a settlement to avoid the costs and risks of further litigation. The settlement provides payments to all Class Members who do not opt out of the Settlement ("Settlement Class Members") based on the total number of weeks worked by Class Members as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Court has not ruled on whether Defendant violated the law, but Plaintiff and Defendant have agreed on the settlement terms described below.

4. WHAT ARE THE SETTLEMENT TERMS AND HOW ARE INDIVIDUAL SETTLEMENT SHARES CALCULATED?

a. Summary of Settlement Terms

Defendant will pay eight hundred fifty thousand dollars (\$850,000) to settle this case (the "Total Settlement Amount"). From the Total Settlement Amount, payments will be made to Class Counsel for court-approved attorney's fees and costs ("Class Counsel Award"), to the Settlement Administrator for administration costs ("Settlement Administration Expenses"),

to the Labor and Workforce Development Agency (“LWDA”) for its 75% portion of penalties under the Private Attorneys General Act (“LWDA Payment”), and to the Plaintiffs Kevin Bihan-Poudec and Taylor Edwards as service awards for their representation of the Class (“Service Awards”). The amount to be distributed to all Class Members is the Total Settlement Amount less the Court-approved Class Counsel Award, Settlement Administration Expenses, LWDA Payment, and Service Awards (“Net Distribution Fund”). The Net Distribution Fund is estimated to be approximately \$454,500.

Class Members who do not opt out of the settlement (“Settlement Class Members”) are eligible to receive payment under the settlement of their share of the Net Distribution Fund, or Individual Settlement Share, based on their number Workweeks, which will be calculated using each of their start and end dates of employment during the Class Period as an hourly-paid and/or non-exempt employee of Defendant in California.

Individual Settlement Shares from the Net Distribution Fund will be calculated on a *pro rata* basis, by dividing the Net Distribution Fund by all Workweeks worked by all Settlement Class Members to determine the value of each Workweek (“Workweek Value”), and multiplying the Workweek Value by the number of Workweeks of the individual Settlement Class Member. Your estimated Individual Settlement Share is stated above on page 1 and is the amount you can expect to receive if you participate in the settlement. This amount is based on Defendant’s employment records of your total number of Workweeks.

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and Two-Thirds (2/3) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and contributions with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The Total Settlement Amount does not include employer-side payroll taxes or withholdings with respect to the wages portion of Individual Settlement Shares, which Defendant will pay separately and in addition to the Total Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

b. Workweeks Dispute

Your Workweeks and estimated Individual Settlement Share are stated on page 1 of this Notice. If you wish to dispute the number of Workweeks credited to you, you must submit your dispute to the Settlement Administrator at the address below in Section 4(e) **on or before [Response Deadline]**. The written dispute must contain: (1) your full name, current address, current telephone number, last four digits your Social Security number, and signature; (2) the case name and number of the Action (*Bihan-Poudec v. Farfetch.com US LLC*, Case No. 19STCV00800); (3) a clear statement explaining the basis for your dispute regarding Workweeks; and (4) any documentation that you have to support the dispute.

c. Service Awards to Plaintiffs

Plaintiffs will request the Court to award them Service Awards of \$7,500 to Plaintiff Kevin Bihan-Poudec and \$7,500 to Plaintiff Taylor Edwards to be paid from the Total Settlement Amount. The service awards are to compensate Plaintiff Kevin Bihan-Poudec and Plaintiff Taylor Edwards for the risk incurred and time and efforts in assisting with the prosecution of the Action on behalf of the Class Members.

d. Class Counsel Award to Class Counsel

All payments for Class Counsel’s attorney’s fees and costs will be deducted from the Total Settlement Amount. Plaintiffs will apply to the Court for an award of attorney’s fees of up to 35% of the Total Settlement Amount, or \$297,500, and reimbursement of litigation costs and expenses of up to \$20,000. The amount of fees and costs awarded will be determined by the Court, and will be paid from the Total Settlement Amount paid by Defendant. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

e. Settlement Administration Expenses to Settlement Administrator

Costs incurred by the Settlement Administrator in connection with providing Notice to the Class, receiving and determining challenges to estimated settlement payment amounts, receiving and forwarding to the Court and the parties requests for exclusion and objections received, if any, and calculating and distributing payments under the terms of the Settlement

Agreement as approved by the Court, will be paid from the Total Settlement Amount up to a maximum of \$13,000. The Settlement Administrator is:

Simpluris, Inc.

[INSERT contact information]

f. Payment to the Labor and Workforce Development Agency

The amount of \$66,666.67 has been allocated from the Total Settlement Amount as penalties under the Private Attorneys General Act (“PAGA”), of which \$50,000 will be paid to the Labor and Workforce Development Agency and \$16,666.67 will be part of the Net Distribution Fund for distribution to Settlement Class Members.

g. All Payments Subject to Court Approval

All of the payments listed above will be made if and only if the Court grants final approval of the Settlement Agreement based on its finding that the settlement is reasonable, fair, and adequate. The amounts of the payments may be adjusted by the Court.

5. WHAT ARE MY OPTIONS?

You may participate in the settlement, in which case you need not take any action. Alternatively, you can request exclusion from the settlement or object to the settlement. The option you choose affects whether you receive a settlement payment and whether you give up certain rights. These options are also summarized in the chart on the first page of this Notice.

a. How do I request to be excluded from the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself (“opt out”) by sending a request for exclusion to the Settlement Administrator that includes: (1) your name, address, and phone number, and the last four digits of your Social Security number; (2) the case name and number of the Action (*Bihan-Poudec v. Farfetch.com US LLC*, Case No. 19STCV00800); (3) a clear and unequivocal statement that you to be excluded from the Settlement; and (4) your signature.

The request for exclusion must be mailed to the Settlement Administrator, postmarked **no later than [Response Deadline]**, to the following address:

Kevin Bihan-Poudec, Taylor Edwards v. Farfetch.com US LLC.

c/o [INSERT]

[INSERT]

[INSERT]

Any person who submits a timely request for exclusion from the settlement will, upon receipt, no longer be a member of the Settlement Class, will be barred from participating in any portion of the settlement, and will receive no money from the settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendant. However, there are deadlines to pursuing such claims, known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing a claim if you decide to opt out of this Settlement.

However, Class Members who submit a timely request for exclusion will still be bound by the settlement and release of the Released Claims arising under PAGA (the “PAGA Claims”) or remedies under the judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to the PAGA Claims and will not be effective to preclude the release of the PAGA Claims.

b. How do I object to the settlement?

If you have not opted out of the Settlement, you may object to the terms of the Settlement by mailing a statement of objection to the Settlement Administrator, postmarked **no later than [Response Deadline]**. If you choose to object to the Settlement, you may represent yourself or hire your own attorney. The objection must contain: (1) your full name, address, telephone number, and signature; (2) the name and case number of the Action (*Bihan-Poudec v. Farfetch.com US LLC*, Case No. 19STCV00800); (3) the specific legal and factual basis for each objection; and (4) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

If the Court rejects your objection and approves the Settlement, you will be bound by the terms of the Settlement.

6. RELEASED CLAIMS -- WHAT WILL I GIVE UP IF I PARTICIPATE IN THE SETTLEMENT?

As of the date on which the Total Settlement Amount is fully funded, in exchange for the consideration provided by Defendant, Class Members who do not opt out of the Settlement (i.e., the Settlement Class Members), individually and on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge, and hold harmless each and all of the Released Parties for the Released Claims.

As of the Effective Date, Plaintiffs and the Settlement Class Members shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Parties in any court which falls under this Court's jurisdiction any and all claims released under this Settlement.

Plaintiffs and Settlement Class Members agree that it is their intention to fully, finally, and forever to settle and release all matters and all claims that exist, hereafter may exist, or might have existed, with respect to the Released Claims.

"Released Claims" means all claims for wages, benefits and related penalties actually alleged or that could have been alleged in the Action by Plaintiffs, on behalf of themselves and the Class Members, based on the facts alleged in the Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq. arising during the Class Period, arising under state and federal law, including but not limited to: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq.; (11) penalties pursuant to the Private Attorneys General Act ("PAGA") (Cal. Labor Code § 2699, et seq.); and (12) attorneys' fees and costs of litigation associated with this Action. If you cash, deposit, or otherwise negotiate the check for your Individual Settlement Share, you will also opt-in to a release of claims under the Fair Labor Standards Act ("FLSA").

"Released Parties" means Farfetch, and its past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, and each of their past, present, and future shareholders, officers, directors, members, investors, agents, employees, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and assigns.

7. WILL I BE SUBJECT TO DISCIPLINE BASED ON WHETHER I PARTICIPATE IN THE SETTLEMENT?

Defendant is prohibited by law from retaliating in any way based on your decision to participate or not participate in the settlement. Your decision to participate, not participate, or object to this settlement will not impact your employment with Defendant or Defendant's treatment of you.

8. WHO ARE THE LAWYERS REPRESENTING THE PARTIES?

Attorneys for Plaintiffs and the Class:

Edwin Aiwanian
Arby Aiwanian
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Los Angeles, California 90046
(818) 265-1020

Attorneys for Defendant:

Travis Jang-Busby
Lindsay David
GORDON & REES, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, California 90071
(619) 230-7706

9. WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice only summarizes this lawsuit, the settlement, and related matters. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action at the Stanley Mosk Courthouse, located at 111 North Hill Street, Los Angeles, California 90012, during business hours. You may also contact the following court-appointed neutral third-party Settlement Administrator for more information:

Kevin Bihan-Poudec, Taylor Edwards v. Farfetch.com US LLC Settlement Administrator

c/o Simpluris, Inc.

P.O. Box [insert]

[redacted], CA [redacted]

Toll Free Telephone Number: [insert]

10. FINAL APPROVAL HEARING

The Superior Court of California, County of Los Angeles, will hold a hearing in Department SSC1, Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street Los Angeles, California 90012 on **[INSERT – Final approval hearing date/time]** to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve the Class Counsel Award and the Service Awards to be paid to Plaintiffs Kevin Bihan-Poudec and Taylor Edwards. The hearing may be continued without further notice to the Class. It is not necessary for you to appear at this hearing, although you may appear remotely if you wish to.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.