

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

**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,

vs.

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] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: April 6, 2022
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 above-entitled Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
3 California 90012, on Plaintiffs Kevin Bihan-Poudec and Taylor Edwards's (together, "Plaintiffs")
4 Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service
5 Awards ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs,
6 and Gordon Rees Scully Mansukhani, LLP appeared on behalf of Defendant Farfetch.com US
7 LLC ("Defendant").

8 On October 13, 2021, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the First Amended Class Action and
11 PAGA Settlement Agreement and Release and ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
13 for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All hourly-paid and/or non-exempt employees who worked for Defendant in the
27 State of California at any time during from January 7, 2015 through December
28 31, 2019 ("Class" or "Class Members").

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to and requests for exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
21 with the Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly request exclusion from the Settlement (“Settlement Class Member”) are bound by this Final
27 Approval Order and Judgment.
28

1 7. The Court finds that payment of Settlement Administration Expenses in the amount
2 of \$13,000.00 is appropriate for the services performed and costs incurred and to be incurred for
3 the notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$13,000.00, in
5 accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Service Awards sought are fair and reasonable for the work
7 performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$7,500.00 each to Plaintiffs Kevin Bihan-Poudec
9 and Taylor Edwards for their Service Awards, according to the terms and methodology set forth
10 in the Settlement Agreement.

11 9. The Court finds that the allocation of \$66,666.67 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Payment as follows: the amount of \$50,000.00 to the California Labor and Workforce
15 Development Agency (“LWDA Payment”), and the amount of \$16,666.67 to be divided and
16 distributed on a *pro rata* basis amongst Class Members (individually these payments are referred
17 to as “Individual PAGA Payment(s)” and collectively these payments (i.e., the entire 25% portion
18 of the PAGA Payment) is referred to as “Employee PAGA Amount”), according to the terms and
19 methodology set forth in the Settlement Agreement.

20 10. The Court finds that the request for attorneys’ fees in the amount of \$297,500.00 to
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
24 amount of \$297,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
25 methodology set forth in the Settlement Agreement.

26 11. The Court finds that reimbursement of litigation costs and expenses in the amount
27 of \$16,473.51 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
28 Settlement Administrator issue payment in the amount of \$16,473.51 to Class Counsel for

1 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
2 forth in the Settlement Agreement.

3 12. The Court hereby enters Judgment by which Settlement Class Members shall be
4 conclusively determined to have given a release of any and all Class Claims against the Released
5 Parties, as set forth in the Settlement Agreement and Class Notice.

6 13. The Court hereby enters Judgment by which Class Members shall be conclusively
7 determined to have given a release of any and all PAGA Claims against the Released Parties, as
8 set forth in the Settlement Agreement and Class Notice.

9 14. It is hereby ordered that Defendant shall provide the Total Settlement to the
10 Settlement Administrator within ten (10) calendar days after the Effective Date, in accordance with
11 the terms and methodology set forth in the Settlement Agreement.

12 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
13 Settlement Payments to the Settlement Class Members, Individual PAGA Payments to Class
14 Members, the LWDA Payment to the LWDA, Class Counsel Award to Class Counsel, Service
15 Awards to Plaintiffs, and Settlement Administration Expenses to itself within twenty (20) calendar
16 days after Defendant funds the Total Settlement Amount, according to the methodology and terms
17 set forth in the Settlement Agreement.

18 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
19 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
20 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
21 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
22 any dispute arising from or in connection with the distribution of settlement benefits.

23 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
24 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
25 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
26 Order and Judgment. Individualized notice is not required.

27 Dated: _____

28 HONORABLE DANIEL J. BUCKLEY
JUDGE OF THE SUPERIOR COURT