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Attorneys for Plaintiffs

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

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declarations of
Proposed Class Representatives (Kevin Bihan-
Poudec and Taylor Edwards); and [Proposed]
Order filed concurrently herewith]

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

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Kevin Bihan-Poudec and Taylor Edwards. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on class actions and other complex cases
2 involving toxic torts and products liability. In addition, I gained substantial experience on cases
3 involving insurance bad faith, premises liability, and medical negligence. While employed by
4 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
5 depositions, and prepared dozens of expert witnesses for deposition or trial.

6 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
7 exclusively focused on the prosecution of consumer and employment class actions, involving
8 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

18 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a major property management company involving
20 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
21 granted final approval of the class and representative action settlement. The Los Angeles County
22 Superior Court Case Number is BC400414.

23 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
24 and-hour class action against a national retailer involving allegations of misclassification of the
25 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
26 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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1 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national property management company
3 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
4 the court granted final approval of the class and representative action settlement. The Los Angeles
5 County Superior Court Case Number is BC430918.

6 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action against a national retailer involving allegations of misclassification of the
8 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a bank, involving allegations of misclassification
13 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
14 of the class and representative action settlement. The Kern County Superior Court Case Number
15 is S-1500-CV-273194-LHB.

16 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class and representative action against a national wholesale distributor of plumbing and
18 builder supplies, involving allegations of misclassification of multiple salaried “manager”
19 positions. On May 22, 2014, the court granted final approval of the class and representative action
20 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

21 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action involving allegations of misclassification of the “Operations Manager”
23 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
24 Los Angeles County Superior Court Case Number is BC478769.

25 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class and representative action against a national retailer of household items, on behalf
27 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
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1 the class and representative action settlement. The San Francisco County Superior Court Case
2 Number is CGC-13-532344.

3 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
4 and-hour class action involving allegations of misclassification of the salaried residential
5 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
6 class certification. The Los Angeles County Superior Court Case Number is BC474784.

7 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
8 and-hour class and representative action against a national retailer of upscale hardware and home
9 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
10 approval of the class and representative action settlement. The Los Angeles County Superior
11 Court Case Number is JCCP4794.

12 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
13 and-hour class and representative action against a national retailer of apparel and fashion
14 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
15 approval of the class and representative action settlement. The Los Angeles County Superior
16 Court Case Number is BC488069.

17 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
18 and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
21 Alameda County Superior Court Case Number is RG13680477.

22 m) Our firm represented the plaintiff in a representative action under the Private
23 Attorneys General Act, against a real estate and property management company, on behalf of non-
24 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
25 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
3 November 18, 2016, the court granted final approval of the class action settlement. The San
4 Francisco County Superior Court Case Number is CJC-13-004839.

5 o) Our firm represented the plaintiffs in a wage-and-hour class and
6 representative action against a foodservice distributor, on behalf of non-exempt employees. On
7 January 26, 2017, the court granted final approval of the class and representative action settlement.
8 The San Bernardino County Superior Court Case Number is CIVDS1507260.

9 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
10 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
11 employer's motion to compel arbitration, which resulted in a published opinion by the California
12 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
13 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
14 Court Docket No. 17-254).

15 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a consumer packaging company, on behalf of non-
17 exempt employees. On March 10, 2017, the court granted final approval of the class and
18 representative action settlement. The Los Angeles County Superior Court Case Number is
19 BC590429.

20 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action and representative action against a manufacturer of food service industry
22 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
23 of the class and representative action settlement. The Orange County Superior Court Case Number
24 is 30-2015-00810013-CU-OE-CXC.

25 s) Our firm represented the plaintiff in a wage-and-hour class and
26 representative action against a property management company, on behalf of non-exempt
27 employees. On June 14, 2017, the court granted final approval of the class and representative
28 action settlement. The Los Angeles County Superior Court Case Number is BC586234.

1 t) Our firm represented the plaintiffs in a wage-and-hour class action and
2 representative action against a food company on behalf of non-exempt employees. On June 30,
3 2017, the court granted final approval of the class and representative action settlement. The
4 Sacramento County Superior Court Case Number is 34-2015-00175871.

5 u) Our firm represented the plaintiffs in a wage-and-hour class action and
6 representative action against a chocolate company on behalf of non-exempt employees. On July
7 19, 2017, the court granted final approval of the class and representative action settlement. The
8 Alameda County Superior Court Case Number is RG15764300.

9 v) Our firm, in association with co-counsel, represented the plaintiff in a wage-
10 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
11 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
12 County Superior Court Case Number is VCU264528.

13 w) Our firm represented the plaintiff in a wage-and-hour class action against a
14 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
15 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
16 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
17 JCCP 4886.

18 x) Our firm, in association with other counsel, on behalf of the plaintiff and
19 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
20 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
21 notable decision from the California Supreme Court clarifying the law and finding, in part, that
22 employer arbitration agreements are unenforceable where they block a PAGA claim from
23 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

24 y) Our firm represented the plaintiffs in a wage-and-hour class and
25 representative action against a bank on behalf of non-exempt employees. On September 27, 2019,
26 the court granted the plaintiffs' motion for class certification in part and certified a class. The
27 Alameda County Superior Court Case Number is RG15757606 and the Judicial Council
28 Coordination Proceeding Number is JCCP 4921.

1 z) Our firm represented the plaintiffs in a wage-and-hour class action and
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and representative
4 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

5 aa) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
6 and-hour class action and representative action against a property management company on behalf
7 of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order
8 granting final approval of the class and representative action settlement. The Los Angeles County
9 Superior Court Case Number is JCCP 4819.

10 bb) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
11 and-hour class action and representative action against a global provider of flexible office space
12 solutions. On February 15, 2018, the court entered an order granting final approval of the class
13 and representative action settlement. The Los Angeles County Superior Court Case Number is
14 BC498401.

15 cc) Our firm represented the plaintiffs in a wage-and-hour class and
16 representative action against a behavioral health service provider on behalf of non-exempt
17 employees. On November 13, 2018, the court granted final approval of the class and
18 representative action settlement. The Alameda County Superior Court Case Number is
19 RG16811450.

20 dd) Our firm, in association with co-counsel, represented the plaintiff in a
21 representative action under the Private Attorneys General Act, against a global provider of
22 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
23 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
24 Court Case Number is S-1500-CV-280215-SDC.

25 ee) Our firm represented the plaintiffs in a wage-and-hour class and
26 representative action against a national retailer of apparel and fashion accessories, on behalf of
27 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
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1 certification in part and certified a class. The Sacramento County Superior Court Case Number is
2 34-2015-00175330-CU-OE-GDS.

3 ff) Our firm represented the plaintiff in a wage-and-hour class and
4 representative action against a medical equipment supplier on behalf of non-exempt employees.
5 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
6 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

7 gg) Our firm, in association with co-counsel, represented the plaintiff in a wage-
8 and-hour class and PAGA representative action against a large national drug testing laboratory on
9 behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion
10 for class certification and certified a class. The San Diego County Superior Court Case Number
11 is 37-2018-00019611-CU-OE-CTL.

12 hh) Our firm represented the plaintiffs in a wage-and-hour class and
13 representative action against a national retailer of sportswear, footwear, and camping equipment
14 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
15 motion for class certification and certified a class. The Riverside County Superior Court Case
16 Number is RICJCCP4930.

17 PRELIMINARY APPROVAL

18 8. Marked and attached hereto as "**EXHIBIT 1**" is the Class Action and PAGA
19 Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement")
20 entered into by and between Plaintiffs Kevin Bihan-Poudec and Taylor Edwards ("Plaintiffs"),
21 individually and on behalf of all others similarly situated and other aggrieved employees, on the
22 one hand, and Defendant Farfetch.com US LLC ("Defendant"), on the other hand (collectively,
23 the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action
24 Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and
25 respectfully request that the Court approve it as well.

26 9. Based on information provided by Defendant, as of August 13, 2019, the Class is
27 estimated to consist of approximately three hundred nine (309) individuals.

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1 10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
2 matter has translated into tangible monetary benefits for the Class Members in the following
3 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
4 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
5 favorably with other similar class action settlements of this type given the strengths and
6 weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would
7 have only increased significantly had the case progressed through certification, trial, and/or
8 appeals.

9 11. Class Counsel has litigated the case for over two years, and was actively preparing
10 the matter for class certification and trial. The Parties have engaged in extensive settlement
11 negotiations and participated in a formal, full-day mediation conducted by Deborah Crandall Saxe,
12 Esq., a well-respected mediator experienced in mediating complex labor and employment matters.
13 Prior to and during the mediation and settlement discussions, the Parties exchanged class
14 information and engaged in an extensive discussion regarding their evaluations of the case and
15 various aspects of the case, including but not limited to, the risks and delays of further litigation,
16 the risks to the Parties of proceeding with class certification and/or representative adjudication,
17 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
18 wage-and-hour enforcement, as well as the evidence produced and analyzed, and the possibility
19 of appeals, among other things. During all settlement discussions, the Parties conducted their
20 negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable
21 to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on
22 the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able
23 to obtain class certification and prevail at trial. After conducting investigations, informal
24 discovery, and exchange of information, extensive settlement negotiations, and with the aid of the
25 mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given
26 the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides
27 that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution
28 of the Released Claims of Plaintiffs and Settlement Class Members, against the Released Parties.

1 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
2 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
3 Prior to engaging in mediation, Plaintiffs conducted significant investigation and informal
4 discovery regarding the facts of the case, including and not limited to, the exchange, review, and
5 analysis of tens of thousands of pages of documents and data obtained from Defendant and other
6 sources. The volume of data and documents that Class Counsel reviewed and analyzed included
7 and was not limited to: Plaintiffs and other Class Members' employment records, a detailed
8 sampling of Class Members' time and pay data (such as Pay Statements, Earning Statements, and
9 Timecard Reports), company policy acknowledgements, internal memoranda, New Hire
10 Checklists, Defendant's operations and employment practices, forms (such as Employment
11 Change in Status, Employee Separation, and Employee Warning Notice), procedures, and policies
12 (such as Attendance Policy, Non-Exempt Employee Meal and Break Policy, Non-Exempt
13 Employee Paid Time Off (PTO) Policy, Travel and Expenses Policy, Open Door Policy, and Non-
14 Exempt Employee Paid Time off Policy), among other information and documents. Class Counsel
15 interviewed Plaintiffs and other Class Members to gather facts and to identify potential witnesses.
16 Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues
17 relating to the pleadings and the production of documents and data prior to the mediation. Class
18 Counsel also drafted pleadings and mediation brief and prepared for and attended court
19 proceedings, mediation, and settlement negotiations, among other tasks.

20 13. Counsel for the Parties have also invested time researching and investigating the
21 applicable law, which is constantly evolving as it relates to certification, representative PAGA
22 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims
23 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,
24 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

25 14. The Settlement provides for a Total Settlement Amount of eight hundred fifty
26 thousand dollars (\$850,000.00). The Net Distribution Fund is the Total Settlement Amount less
27 the following amounts subject to approval by the Court: Class Counsel Award to Class Counsel,
28 Service Awards to Plaintiffs, Settlement Administration Expenses to Settlement Administrator,

1 and LWDA Payment to the Labor and Workforce Development Agency (“LWDA”). Assuming
2 that the amounts allocated under the Settlement toward these payments are awarded by the Court,
3 the Net Distribution Fund is currently estimated to be four hundred fifty-four thousand give
4 hundred dollars (\$454,500.00). The Total Settlement Amount will be fully distributed in
5 accordance with the terms of the Settlement and there is no reversion to Defendant.

6 15. The Parties have agreed to retain Simpluris, Inc. (“Simpluris” or “Settlement
7 Administrator”) to handle the notice and settlement administration. The Parties respectfully
8 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
9 Administrator. Defendant will provide Simpluris with the following information for each Class
10 Member: (1) full names; (2) last known addresses; (3) last known home telephone numbers; (4)
11 Social Security numbers; and (5) the number of days each Class Member was employed by
12 Defendant during the Class Period (“Class Data”), and Simpluris will calculate each Settlement
13 Class Member’s estimated share of the Net Distribution Fund (“Individual Settlement Share”).
14 Simpluris will also receive requests for exclusion from the Settlement, objections to the
15 Settlement, and disputes regarding Workweeks; provide necessary reports and declarations;
16 calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit
17 informational and other tax filings and documents; issue and transmit all payments provided for
18 by the Settlement, including and not limited to, mailing Individual Settlement Share checks to the
19 Settlement Class Members; and perform any other usual and customary duties for administering a
20 class action settlement. Settlement Administration Expenses are currently estimated not to exceed
21 thirteen thousand dollars (\$13,000.00) and will be paid out of the Total Settlement Amount, subject
22 to approval of the Court.

23 16. Based on investigation and information discovered, Class Counsel believes that
24 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
25 that Defendant, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay
26 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
27 rest periods and to pay associated premium pay, failed to timely pay wages during employment
28 and upon termination of employment, failed to provide compliant wage statements, failed to

1 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
2 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
3 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.).
4 Plaintiffs also asserted that Class Members were expected to perform similar job duties and were
5 subject to the same or similar operations and employment policies, practices, and procedures.
6 Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs
7 and the Class Members were substantially the same during the time period at issue. As a result,
8 Plaintiffs claim that the Class Members, were uniformly not paid all of the compensation that was
9 owed to them by Defendant since September 18, 2014. Thus, in Class Counsel's view, it is clear
10 that the outcome of this litigation would be determined by Defendant's uniform operations and
11 employment practices, policies, and procedures that Plaintiffs allege applied across its hourly-paid
12 or non-exempt employees in California during the Class Period.

13 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
14 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs have also
15 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
16 and delays inherent in such litigation, including those involved in class certification and/or
17 representative adjudication. Plaintiffs further recognize the burdens of proof necessary to establish
18 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
19 establishing entitlement to monetary recovery. Plaintiffs have also considered the Parties'
20 settlement discussions, as well as the evaluations of the mediator, who is experienced and well-
21 regarded in complex labor and employment matters.

22 18. Defendant, on the other hand, denied and continues to deny any liability and
23 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
24 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
25 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
26 have also had the opportunity to interview witnesses and review documents and information
27 relating to Plaintiffs' and Class Members' employment with Defendant, and Defendant's
28 operations and employment policies, practices, and procedures. The Parties also reviewed and

1 analyzed thousands of pages of documents and data, including but not limited to a detailed
2 sampling of Class Members' time and pay information, to determine the potential value and
3 strength of the claims. The available information enabled Class Counsel to estimate the potential
4 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
5 conducted adequate investigation and discovery to be sufficiently informed of the nature and
6 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
7 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
8 for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
9 risks to both sides that would attend further litigation. The Settlement takes into account the
10 strengths and weaknesses of each side's position and the uncertainty of how the case might have
11 concluded at certification, trial, and/or appeals.

12 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
13 in an amount of up to thirty-five percent (35%) of the Total Settlement Amount
14 (i.e., \$297,500.00) and expenses and costs in an amount not to exceed thirty thousand dollars
15 (\$30,000.00), which will be paid out of the Total Settlement Amount, subject to approval by the
16 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
17 will not receive any compensation until recovery is obtained.

18 20. The Settlement Agreement provides for payment of up to seven thousand five
19 hundred dollars and no cents (\$7,500.00) each to Plaintiffs as Service Awards (for a combined
20 total of \$15,000), to be paid out of the Total Settlement Amount subject to approval by the Court.
21 Plaintiffs spent considerable time and effort to produce relevant documents and past employment
22 records and to provide the facts and evidence necessary to attempt to prove the allegations.
23 Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain
24 information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to
25 each receive a Service Award, in addition to their Individual Settlement Shares, for their services
26 on behalf of the Class.

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ESTIMATE OF THE VALUE OF THE CLAIMS

21. Plaintiffs' action alleges that Defendant has violated the California Labor Code by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiffs and the putative class members, including inter alia, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiffs further contend that Defendant thereby engaged in unfair business practices (under the California Business and Professions Code) and owe penalties under the PAGA.

22. Based on data provided by Defendant, the total number of putative class members during the period from January 7, 2015 through December 31, 2019 ("relevant time period") was estimated to be three hundred nine (309) individuals who worked a total of sixteen thousand two hundred eighty-five (16,285) workweeks with an average hourly rate of pay of twenty-six dollars and seven cents (\$26.07).

23. Plaintiffs contended that Defendant's uniform policies, practices, and procedures required putative class members to perform work during meal and rest periods and before clocking-in and after clocking-out. For example, Plaintiffs contended that Plaintiffs and putative class members were required to perform job duties such as answering customer service calls and emails, spot checking customer service representative calls and email, implementing customer service measures, and training customer service representatives, before and after clocking in and out for their scheduled shifts. Further, Plaintiffs contended that Defendant failed to include non-discretionary bonuses and incentives in its regular rate calculations.

24. Plaintiffs also contended that meal and rest periods were regularly interrupted, short, missed, and/or late due to understaffing and in order to complete time sensitive work assignments, and that Defendant failed to properly pay premiums for all noncompliant meal and rest periods. Plaintiffs contended that they and other putative class members had their meal and rest periods regularly interrupted by questions and instructions regarding work tasks from supervisors and

1 other employees. Additionally, Plaintiffs alleged that Defendant intentionally and willfully failed
2 to pay Plaintiffs and putative class members all wages due to them while they were employed by
3 Defendant, within the time period permissible under California law, and upon termination, within
4 the time period permissible under California law, thereby triggering waiting-time penalties under
5 California Labor Code section 203. Plaintiffs contended that, based on the violations described
6 herein, the wage statements provided by Defendant and the payroll records kept by Defendant
7 were inaccurate. Finally, Plaintiffs contended that Defendant failed to reimburse Plaintiffs and
8 the other putative class members for necessary business expenses, including, but not limited to,
9 the costs associated with the use of personal cell phones for work duties such as participating in
10 conference calls with Defendant's European office and use of personal vehicles to perform work-
11 related duties.

12 25. Defendant contended, inter alia, that its practices, policies, and procedures complied
13 with the law, and that it paid putative class members over the California minimum wage for all
14 hours worked and correctly paid overtime for all overtime hours worked. Defendant also produced
15 wage statements reflecting overtime compensation paid to many of the putative class members
16 (including, and not limited to, Plaintiffs). Defendant further contended that all employees were
17 required to record all time worked, were given the opportunity to make any necessary changes to
18 their time punches, and were instructed to inform Defendant of any noncompliant meal or rest
19 periods and that Defendant was not aware that any work had been performed off-the-clock or
20 during meal and rest periods. Defendant was adamant that no waiting time penalties should be
21 awarded because the waiting-time penalties are derivative of each and every other underlying
22 cause of action, and contended that it paid the terminated employees all wages due and owing.
23 Moreover, Defendant emphasized that, under California Labor Code section 203, employers are
24 only obligated to pay waiting-time penalties if they "willfully" fail to pay wages due and owing at
25 the time of termination or resignation. Defendant also contended that Plaintiffs and putative class
26 members suffered no actual injury from the alleged wage statement violations and that this cause
27 of action is entirely derivative of the other causes of action or from the alleged recordkeeping
28 violations. Defendant further contended that they have a policy and practice of reimbursing

employees for necessary business-related expenses. Defendant vigorously challenged the likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code, on which the UCL claim and civil penalties under PAGA are predicated, were violated and that such violations were injurious. Defendant also emphasized that Courts have wide discretion when assessing penalties under PAGA. Finally, throughout this litigation, Defendant argued that individual liability issues predominate, because putative class members worked in different departments, had different supervisors, and performed different job duties, and Defendant further contended that these circumstances would raise highly individualized questions of fact and would pose challenges to certification and the merits of Plaintiffs' claims.

26. Class Counsel considered information obtained through investigations and from Plaintiffs and other putative class members, as well as class data and information provided by Defendant, and created damages/valuation models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential value of each of the above-discussed claims. However, the potential value of each claim assumed an exposure based on the case having been certified and Plaintiffs having proven all elements of the claims and damages, despite risks associated with obtaining and maintaining certification, risks to establishing liability and any underlying California Labor Code violations and damages, and significant additional costs that would have to be incurred in order to certify the case and establish liability and damages. Plaintiffs also faced the risk of the Court finding that individualized issues predominate, such that the action is not suitable for class treatment and representative adjudication. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the wage statements produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: Assuming that it could be proven that Defendant failed to pay one (1) hour of overtime wages every workweek during the relevant time period, the potential value of this claim was estimated to be \$636,906.35

(16,285 workweeks x overtime hourly rate of \$39.11, which is based on the average hourly rate of \$26.07). At this juncture, a discount of 30% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$445,834.45), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$267,500.67), and a discount of 40% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$160,500.40).

b. Failure to Pay Minimum Wages: Assuming that it could be proven that Defendant failed to pay one (1) hour of minimum wages every workweek, the potential value of this claim was estimated to be \$424,549.95 (16,285 workweeks x average hourly rate of \$26.07). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$254,729.97), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$152,837.98), and a discount of 40% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$91,702.79).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: Assuming that it could be proven that three (3) meal periods premiums are due for every two (2) workweeks during the relevant time period, the potential value of this claim was estimated to be \$636,824.93 (16,285 workweeks x 1.5 meal period premiums x average hourly rate of \$26.07). At this juncture, a discount of 30% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$445,777.45), a discount of 40% was applied to account for the risks associated with succeeding on the

merits and establishing liability (bringing the value of this claim closer to \$267,466.47), and a discount of 30% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$187,226.53).

- d. Failure to Provide Compliant Rest Periods and Associated Premiums: Assuming that it could be proven that one (1) rest period premium is due for every workweek during the relevant time period, the potential value of this claim was estimated to be \$424,549.95 (16,285 workweeks x 1 rest period premium x average hourly rate of \$26.07). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$254,729.97), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$152,837.98), and a discount of 40% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$91,702.79).
- e. Failure to Timely Pay Wages after Termination: Based on information and data provided by Defendant, it was estimated that approximately one hundred sixty (160) putative class members had been terminated during the three-year statute of limitations (i.e., from July 7, 2016). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties claim was estimated to be \$1,001,088 collectively (160 individuals x [30 days x hourly rate of \$26.07 x 8 hours]), or approximately \$6,256.80 per individual. At this juncture, a discount of 50% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$500,544), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$300,326.40), and a discount of 40%

1 was applied to account for the risks associated with proving the extent of
2 damages and obtaining an award thereof (bringing the value of this claim closer
3 to \$180,195.84).

4 f. Failure to Provide Compliant Wage Statements: Based on data provided by
5 Defendant, it was estimated that approximately seventy-one (71) putative class
6 members worked during the one-year statutory limitations period (i.e., from July
7 7, 2018). Applying the \$50 for each initial violation and \$100 for each
8 subsequent violation, the potential value of this claim was calculated to be
9 \$286,850 $((71 \text{ individuals} \times \$50 \text{ for each initial violation}) + ((2,833-71) \times \100
10 $\text{for each subsequent violation}))$. At this juncture, a discount of 50% was applied
11 to account for the risks associated with obtaining certification (bringing the value
12 of this claim closer to \$143,425), a discount of 40% was applied to account for
13 the risks associated with succeeding on the merits and establishing liability
14 (bringing the value of this claim closer to \$86,055), and a discount of 40% was
15 applied to account for the risks associated with proving the extent of damages
16 and obtaining an award thereof (bringing the value of this claim closer to
17 \$51,633).

18 g. Failure to Maintain Requisite Payroll Records: Arguably, this civil penalty
19 would only be recoverable by the Labor Commissioner, however, Plaintiffs
20 assert a cause of action under PAGA. Therefore, the value of this claim is
21 considered as a part of the valuation of the PAGA claim contained infra.

22 h. Failure to Reimburse Necessary Business Expenses: Assuming it could be
23 proven that Defendant willfully failed to reimburse necessary business-related
24 expenses for each of the putative class members in the amount of five dollars
25 (\$5) per workweek during the relevant time period, the potential value of this
26 claim would be \$81,425 $(16,285 \text{ total workweeks} \times \$5 \text{ business expenses})$. At
27 this juncture, a discount of 50% was applied to account for the risks associated
28 with obtaining certification (bringing the value of this claim closer to

1 \$40,712.50), a discount of 50% was applied to account for the risks associated
2 with succeeding on the merits and establishing liability (bringing the value of
3 this claim closer to \$20,356.25), and a discount of 50% was applied to account
4 for the risks associated with proving the extent of damages and obtaining an
5 award thereof (bringing the value of this claim closer to \$10,178.13).

- 6 i. PAGA Penalties: Assuming that it could be shown that civil penalties in the
7 amount of three thousand one hundred (\$3,100) are owed to each of the seventy-
8 one (71) aggrieved employees who were estimated to have worked during the
9 one-year statutory period, the PAGA penalties at issue, which the Court could
10 determine whether or not to assess and whether or not to reduce, were estimated
11 to be approximately \$220,100 (71 individuals x \$3,100 civil penalties). At this
12 juncture, a discount of 25% was applied to account for the risks associated with
13 proving manageability (bringing the value of this claim closer to \$165,075), a
14 discount of 40% was applied to account for the risks associated with succeeding
15 on the merits and establishing liability (bringing the value of this claim closer to
16 \$99,045), and a discount of 40% was applied to account for the risks associated
17 with obtaining an award of civil penalties and the Court's discretion to reduce
18 civil penalties (bringing the value of this claim closer to \$59,427).

19 27. The foregoing discussion confirms that the amount of the Settlement is adequate in
20 light of the merits of this case, Plaintiffs' allegations and causes of action, the evidence at issue
21 with respect to those allegations and causes of action, and legal and factual arguments and
22 circumstances which pose challenges to certification and monetary recovery. The conclusion to
23 be drawn from the foregoing analysis is that neither class certification, liability, nor the ability to
24 adjudicate and/or recover monetary relief on a class-wide is clear-cut, which is why the Parties
25 elected to settle this matter. Class Counsel recognized the circumstances and realities of the case,
26 applicable case law and regulations, and risks to recovery and applied appropriate discounts. Class
27 Counsel also recognized that additional discounts could be made to the risk-adjusted value to
28 account for the costs and expenses associated with further litigation and the present value of

obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation.

28. This matter involves highly-disputed claims and is the product of compromise. Class Counsel submits that the settlement presented for preliminary approval is within a reasonable range of recoveries for this type of litigation, and is fair, reasonable, adequate, and in the best interest of the Class, given the inherent cost and risks of further litigation.

29. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 7th day of April 2021, at Glendale, California.


Edwin Aiwasian

EXHIBIT 1

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SUPERIOR COURT OF CALIFORNIA
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;

Plaintiffs,

vs.

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

Defendants.

) CASE NO. 19STCV00800

) [Assigned to Hon. Daniel J. Buckley,
) Dept. SSC1]

) **CLASS ACTION AND PAGA
) SETTLEMENT AGREEMENT AND
) RELEASE**

) Complaint Filed: January 07, 2019

This Class Action and PAGA Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiffs KEVIN BIHAN-POUDEC and TAYLOR EDWARDS (“Plaintiffs”), on behalf of themselves and the Class Members, on the one hand, and Defendant FARFETCH.COM US LLC, (“Defendant” or “FARFETCH”) on the other hand. Plaintiffs and Defendant (collectively, the

“Parties”) enter into this Agreement to effect a full and final settlement and preclusive judgment resolving all claims brought or that could have been brought against FARFETCH in the case entitled *KEVIN BIHAN-POUDEC, and TAYLOR EDWARDS v. FARFETCH.COM US LLC*, Los Angeles County Superior Court Case No. 19STCV00800 (referred to as the “Action”), and all claims based on or reasonably related thereto. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released Claims against the Released Parties, as defined and on the terms set forth below, and to the full extent reflected herein, subject to the approval of the Court.

1. RECITALS

This Agreement is made in consideration of the following facts:

1.1 On January 7, 2019, Plaintiff KEVIN BIHAN-POUDEC filed a Class Action Complaint for Damages in Los Angeles County Superior Court, on behalf of himself and all non-exempt employees of Defendant for (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.* (“Class Claims”).

1.2 On February 14, 2019, a First Amended Class Action Complaint for Damages was filed adding Taylor Edwards as a named plaintiff.

1.3 The Parties engaged in informal discovery, exchanged information and documents, and reviewed and analyzed extensive data made available by Defendant. The Parties

1 thoroughly evaluated Plaintiffs' claims, the claims of the putative class, Defendant's defenses,
2 and the likely outcomes, risks and expense of pursuing litigation.

3 1.4 The Parties attended a formal mediation session with mediator Deborah Crandall
4 Saxe, Esq., and after arm's length negotiation, reached the terms of this Settlement.

5 1.5 A bona fide dispute exists as to whether any amount of wages or penalties are due
6 from Defendant to any Class Member (as defined below), to the California Labor and Workforce
7 Development Agency ("LWDA") and/or to any allegedly aggrieved employees;

8 1.6 The Parties desire to compromise and settle all issues and claims that have been,
9 could have been, or should have been brought against FARFETCH or related persons in the
10 Action, including all claims brought on a class-wide and representative basis in the Action.

11 1.7 Based on the discovery exchanged as well as their own independent investigation
12 and evaluation, the Parties have considered the claims asserted by Plaintiffs, the defenses
13 asserted by FARFETCH, the risks associated with the continued prosecution of the Action, the
14 cost of continued litigation through trial and appeals, and after considering all the circumstances,
15 the Parties have concluded that the proposed settlement set forth in this Agreement is fair,
16 adequate, and reasonable and confers substantial benefits upon the Class Members.

17 1.8 The Parties further agree that the Agreement, the fact of this Settlement, any of
18 the terms of this Agreement, and any documents filed in connection with the Settlement shall
19 not constitute, or be offered, received, claimed, construed, or deemed as an admission, finding,
20 or evidence of: (i) any wrongdoing by any Released Parties, (ii) any violation of any statute or
21 law by Released Parties, (iii) any liability on the claims or allegations in the Action on the part
22 of any Released Parties, (iv) any waiver of FARFETCH's right to arbitration or the
23 enforceability of any arbitration agreement, or (v) the propriety of certifying a litigation class
24 (conditionally or otherwise) or pursuing representative relief under the PAGA in the Action or
25 any other civil or administrative proceeding; and this Agreement shall not be used by any person
26 for any purpose whatsoever in any administrative or legal proceeding, including but not limited
27 to arbitrations, other than a proceeding to enforce the terms of the Agreement.

1.9 IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiffs for themselves and on behalf of the Class Members and by Defendant, that, subject to the approval of the Court, the Action shall be settled and compromised, and the Released Claims shall be finally and fully compromised, and settled as to the Released Parties, in the manner and upon the terms and conditions hereafter set forth in this Agreement.

2. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth below:

2.1 “Class Members” means 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.

2.2 “Class Period” means the time period from January 7, 2015 through December 31, 2019.

2.3 “Class Counsel” means Edwin Aiwasian and Arby Aiwasian of Lawyers *for* Justice, PC.

2.4 “Class Counsel Award” means the attorneys’ fees and costs awarded by the Court to Class Counsel to fully satisfy all claims for attorneys’ fees and costs incurred by Plaintiffs to litigate and settle this Action, which may not exceed thirty-five percent (35%) of the Total Settlement Amount, or \$297,500 for attorneys’ fees and \$20,000 for reimbursement of litigation costs and expenses.

2.5 “Class Data” means information regarding the Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. Class Data shall be provided in a Microsoft Excel spreadsheet and shall include, if possible, each Class Member’s full name, last known address, Social Security number, and dates of employment as a non-exempt employee. Because Class Members’ private information is included in the Class Data, the Settlement Administrator shall maintain the Class Data in confidence, shall limit access to the information to only those employees of the Settlement Administrator with a need

1 to use the Class Data as part of the administration of the Settlement, and shall use and disclose
2 Class Data only for purposes of this Settlement and for no other purpose.

3 2.6 “Class Notice” means the Notice of Class Action Settlement to be provided to
4 Class Members, which shall be substantially in the form attached as Exhibit A.

5 2.7 “Court” means the Los Angeles County Superior Court.

6 2.8 “Effective Date” means the date by which this Settlement is finally approved as
7 provided herein and the Court’s Final Approval Order becomes binding. For purposes of this
8 Settlement Agreement, the Final Approval Order becomes binding upon the later of: (1) the day
9 after the last day by which a notice of appeal of the Final Approval Order and/or of an order
10 rejecting any motion to intervene may be timely filed, and none is filed; (2) if such an appeal is
11 filed, and the final approval order is affirmed, the day after the last date for filing a request for
12 further review of the decision passes and no further review is requested; (3) if an appeal is filed
13 and further review of the decision affirming the final approval order is requested, the day after
14 the request for review is denied with prejudice and/or no further review of the decision can be
15 requested, or (4) if review is accepted, the day after the United States or California Supreme
16 Court affirms the Settlement. The Effective Date cannot occur, and Defendant will not be
17 obligated to fund this Settlement, until and unless there is no possibility of an appeal or further
18 appeal that could potentially prevent this Settlement Agreement from becoming final and
19 binding.

20 2.9 “Final Approval Order” means the Court’s entry of an order finally approving this
21 Settlement which order shall be substantially in the form attached hereto as Exhibit C.

22 2.10 “Final Approval Hearing” means the hearing at or after which the Court will make
23 a final decision as to whether the Settlement is fair, reasonable, and adequate, and therefore, is
24 finally approved by the Court.

25 2.11 “Individual Settlement Share” means each Class Member’s *pro rata* share of the
26 Net Distribution Fund.

27 2.12 “Individual Settlement Payment” means the net amount payable from the Net
28 Distribution Fund to each Settlement Class Member.

2.13 “Judgment” means the judgment to be entered in the Action upon final approval of this Settlement.

2.14 “Net Distribution Fund” means the Total Settlement Amount, less the amount that the Court awards for the Service Awards, the Class Counsel Award, the Settlement Administration Expenses, and the LWDA Payment.

2.15 “PAGA Payment” means the total amount of \$66,666.67 payable from the Total Settlement Amount to settle all claims for penalties under PAGA, of which 75% or \$50,000 will be paid to the Labor and Workforce Development Agency (“LWDA Payment”) and 25% or \$16,666.67 will be part of the Net Distribution Fund.

2.16 “Plaintiffs” means Kevin Bihan-Poudec and Taylor Edwards.

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

2.18 “Preliminary Approval Order” means the order granting preliminary approval of this Settlement Agreement, which shall be substantially in the form attached hereto as Exhibit B.

2.19 “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 Operative Complaint arising during the Class Period, 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,

1 *et seq.*; (11) penalties pursuant to the Private Attorneys General Act (“PAGA”) (Cal. Labor
2 Code §2699, *et seq.*); and (12) attorneys’ fees and costs of litigation associated with this Action.

3 2.20 “Released Parties” means FARFETCH, Inc., and its past, present, and future
4 parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other
5 legal entities, whether foreign or domestic, and each of their past, present, and future
6 shareholders, officers, directors, members, investors, agents, employees, consultants,
7 representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors,
8 and assigns.

9 2.21 “Response Deadline” means the final date by which a Class Member may either
10 request to be excluded from the Settlement, object to the Settlement, and/or dispute Workweeks,
11 which will be sixty (60) calendar days after the Class Notice is initially mailed and will be
12 specifically identified and set forth in the Class Notice. The Response Deadline will be extended
13 an additional fifteen (15) calendars with respect to Class Notices that are re-mailed.

14 2.22 “Service Awards” means the amount approved by the Court to be paid to Plaintiffs
15 from the Total Settlement Amount, in addition to their respective Individual Settlement
16 Payments, which shall not exceed \$7,500 each to Plaintiffs for a total amount of \$15,000.

17 2.23 “Settlement” means the settlement of this Action between and among Plaintiffs
18 and FARFETCH, as set forth in this document.

19 2.24 “Settlement Administrator” means Simpluris, Inc.

20 2.25 “Settlement Administration Expenses” means the maximum amount to be paid to
21 the Settlement Administrator from the Total Settlement Amount, which shall not exceed
22 \$13,000. All Settlement Administration Expenses are to be paid exclusively from the Total
23 Settlement Amount.

24 2.26 “Settlement Class Members” means all Class Members who do not opt out of the
25 Settlement.

26 2.27 “Total Settlement Amount” means eight hundred fifty thousand dollars
27 (\$850,000), which is the maximum amount that Defendant is obligated to pay under this
28 Settlement under any circumstances in order to resolve and settle this Action, subject to Court

1 approval, and includes the Class Counsel Award, the Service Awards, the Settlement
2 Administration Expenses, the LWDA Payment, the Individual Settlement Payments, and all
3 employee-side payroll taxes and contributions on the Individual Settlement Shares. The Total
4 Settlement Amount does not include employer-side payroll taxes or withholdings with respect
5 to the wages portion of Individual Settlement Shares, which Defendant shall pay separately and
6 in addition to the Total Settlement Amount.

7 2.28 “Void Date” means the date by which any checks issued to Settlement Class
8 Members shall become void, i.e. on the 181st day after the date on which they are issued

9 2.29 “Workweeks” means the number of weeks a Class Member worked for Defendant
10 as an hourly-paid and/or non-exempt employee in California during the Class Period, which will
11 be calculated by the Settlement Administrator, based on the Class Member’s start and end dates
12 of employment during the Class Period as an hourly-paid and/or non-exempt employee of
13 Defendant in California.

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

15 3.1 Conditional Certification of the Class: Solely for the purposes of this Settlement,
16 the Parties stipulate and agree that the Court may certify the Class. Should for whatever reason
17 the Settlement not become effective, the fact that the Parties were willing to stipulate to
18 certification as part of the Settlement shall have no bearing on, and shall not be admissible in
19 connection with, the issue of whether the Class should be certified in a non-settlement context
20 in this Action or in any other lawsuit. Defendant expressly reserves its right to oppose class
21 certification in this or any other action should this Settlement not become effective.

22 3.2 Appointment Of Class Representative. Solely for the purposes of this Settlement,
23 the Parties stipulate and agree that Plaintiffs shall be appointed as representatives of the Class.

24 3.3 Appointment Of Class Counsel. Solely for the purposes of this Settlement, the
25 Parties stipulate and agree that Class Counsel shall be appointed as counsel for the Class.

26 3.4 Appointment Of Settlement Administrator. Solely for the purposes of this
27 Settlement, the Parties stipulate and agree that Simpluris, Inc.. shall be appointed to serve as
28 Settlement Administrator. The Settlement Administrator shall be responsible for establishing: a

toll-free telephone number through which Class Members may make inquiries about the Settlement; preparing, printing and mailing the Class Notice; receiving and reviewing requests for exclusion and objections, if any, submitted by Class Members; calculating Individual Settlement Shares and Individual Settlement Payments; calculating and paying any and all payroll taxes or other required withholdings from the wage portion of the Individual Settlement Shares as required under this Settlement Agreement and applicable law; providing weekly status reports to FARFETCH's Counsel and Class Counsel; providing a due diligence declaration for the Court prior to the Final Approval Hearing; mailing Individual Settlement Payments to Settlement Class Members, the Service Awards to Plaintiffs, the Class Counsel Award to Class Counsel, and the LWDA Payment to the LWDA; printing and providing Plaintiffs, Class Counsel, and Settlement Class Members with IRS Forms W-2 and/or 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon distribution and completion of the settlement administration process; and for such other tasks as the Parties mutually agree. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Settlement Administration Expenses. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

3.5 The Parties agree to stay all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

3.6 The Settlement is not intended to and may not be deemed to affect the enforceability of any arbitration agreement between Defendant and Plaintiffs and/or between Defendant and any Class Member.

4. SETTLEMENT CONSIDERATION

4.1 FARFETCH's total monetary obligation under this Settlement is the Total Settlement Amount (\$850,000), which includes, without limitation, all payments to the

1 Settlement Class Members, the Service Awards, the Class Counsel Award, the Settlement
2 Administration Expenses, and the LWDA Payment, and all other claims for interest, fees, and
3 costs. FARFETCH shall not be required to pay anything more than the Total Settlement
4 Amount, except that FARFETCH will separately pay the employer's share of payroll taxes and
5 withholding due on the wages portion of Individual Settlement Shares. In no event shall
6 FARFETCH be liable for making any payments under this Settlement, or for providing any
7 relief to the Settlement Class Members before the Effective Date of this Agreement.

8 4.2 The Settlement is based on Defendant's representation that there are
9 approximately 18,300 Workweeks at issue during the Class Period. If it is determined that the
10 number of Workweeks during the Class Period exceeds 20,130 (i.e., more than 10% higher),
11 Class Counsel may request a *pro rata* increase in the Gross Settlement Amount, and if Defendant
12 refuses, Plaintiffs may void the Settlement before final approval of the Settlement.

13 4.3 Plaintiffs and all Settlement Class Members who receive a payment of any kind
14 from the Total Settlement Amount (including, in the case of the Plaintiffs, Service Awards)
15 expressly agree to hold Plaintiffs, Class Counsel, Defendant, Defense Counsel and the
16 Settlement Administrator harmless from any claim or liability for taxes, penalties, or interest
17 arising as a result of the payments under this Settlement.

18 4.4 Plaintiffs agree not to pursue, and Defendant agrees not to oppose Service Awards
19 in excess of \$7,500 to each of them. FARFETCH agrees not to oppose Plaintiffs' application
20 for such Service Awards. Any Service Award awarded by the Court shall be paid from the Total
21 Settlement Amount. If the Court awards less than the full amounts of the Service Awards
22 contemplated by the Settlement Agreement, then the unawarded amount shall become part of
23 the Net Distribution Fund.

24 4.5 Plaintiffs agree not to seek and FARFETCH agrees not to oppose a Class Counsel
25 Award, consisting of attorneys' fees in an amount up to thirty-five percent (35%) of the Total
26 Settlement Amount and reimbursement of litigation costs and expenses in an amount up to
27 \$20,000. Any Class Counsel Award awarded by the Court shall be paid from the Total
28 Settlement Amount. If the Court awards a Class Counsel Award in an amount that is less than

the amount contemplated in the Settlement Agreement, the unawarded amount shall become part of the Net Distribution Fund.

4.6 Plaintiffs will seek leave to file a Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq. (“Operative Complaint”), adding a cause of action for penalties pursuant to PAGA. The Parties agree to a PAGA Payment of \$66,666.67 from the Total Settlement Amount, of which 75% or \$50,000 shall be paid to the LWDA and 25% or \$16,666.67 shall be part of the Net Distribution Fund for distribution to Settlement Class Members.

4.7 The Parties agree that the Settlement Administration Expenses to the Settlement Administrator from the Total Settlement Amount shall not exceed \$13,000. Any Settlement Administration Expenses not actually incurred by the Settlement Administrator shall become part of the Net Distribution Fund.

4.8 The Individual Settlement Shares from the Net Distribution Fund shall 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.

4.9 The Settlement Administrator shall calculate the Individual Settlement Shares for each Class Member based on the Class Data provided to the Settlement Administrator by FARFETCH. Individual Settlement Shares shall be allocated as one-third (1/3) wages to be reported on IRS Form W2, and two-thirds (2/3) penalties, interest, and non-wage damages to be reported on IRS Form 1099 (if applicable). Individuals Settlement Shares are subject to reduction for the employee’s share of taxes and contributions on the wages portion of Individual Settlement Shares, and the net amounts to be paid to Settlement Class Members are the Individual Settlement Payments.

4.10 Settlement Class Members are not eligible to receive any compensation other than the Individual Settlement Payments set forth above. Amounts paid to Plaintiffs and Settlement Class Members pursuant to this Settlement Agreement are not considered earnings or

1 compensation for purposes of any benefits (*e.g.*, 401(k) plans or retirement plans) sponsored by
2 Defendant or the Released Parties.

3 4.11 In exchange for the consideration provided by Defendant, upon the date on which
4 the Total Settlement Amount is fully funded, Plaintiffs, individually and on behalf of their heirs,
5 estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and
6 anyone claiming through them or acting or purporting to act on their behalf, agree to provide an
7 irrevocable and unconditional release, releasing the Released Parties from any and all charges,
8 complaints, claims, causes of action, debts, sums of money, controversies, agreements,
9 promises, damages and liabilities of any kind or nature whatsoever, both at law and equity,
10 known or unknown, suspected or unsuspected, arising from conduct occurring on or before the
11 date on which Plaintiffs sign this Settlement Agreement, including but not limited to a release
12 of any and all rights that Plaintiffs have to sue or bring any type of claim under (a) California
13 state law, (b) the Fair Labor Standards Act; (c) Title VII of the Civil Rights Act of 1964, as
14 amended, 42 U.S.C. § 2000e et. seq., (d) the Employment Act of 1967, (e) the Civil Rights Act
15 of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h)
16 Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, et. seq, as
17 amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as
18 amended, (l) the Immigration and Reform Control Act, as amended, (m) the Occupational Safety
19 and Health Act, as amended, (n) the Sarbanes-Oxley Act of 2002, as amended, (o) the
20 Employment Retirement Income Security Act of 1974, as amended (except vested benefits), (p)
21 the Worker Adjustment and Benefit Protection Act of 1990, as amended, (q) the Worker
22 Adjustment and Retraining Notification Act, as amended, (r) any federal, state or common law
23 claim or cause of action based on any alleged failure to pay wages, breach of contract, wrongful
24 discharge, constructive discharge, retaliation, defamation, slander, liable, intentional or
25 negligent infliction of emotional distress, misrepresentation, fraud, promissory estoppel, (s) any
26 other tort or negligence claim or obligations arising out of any of Defendant's employment
27 policies or practices, employee handbooks, and/or any statements by any employee or agent of
28 Defendant whether oral or written; and (t) for reinstatement, back pay, bonus, attorneys' fees,

1 compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated
2 damages, emotional distress, personal injury, punitive damages, pain and suffering, medical
3 expenses, damage to reputation, damage for personal, emotional or economic injury or damage
4 of any kind. This provision is intended by the Parties to be all-encompassing and to act as a full
5 and total release of any claim, whether specifically enumerated herein or not, that Plaintiff might
6 have or have had, that exists or ever has existed on or prior to the date on which this Settlement
7 Agreement is signed. Plaintiffs agree to a waiver of the rights conferred by California Civil
8 Code Section 1542, which provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

12 4.12 As of the date on which the Total Settlement Amount is fully funded, in exchange
13 for the consideration provided by Defendant, the Settlement Class Members, individually and
14 on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents,
15 successors, and assigns, and anyone claiming through them or acting or purporting to act on
16 their behalf, agree to forever release, discharge, and hold harmless each and all of the Released
17 Parties for the Released Claims.

18 4.13 As of the Effective Date, Plaintiffs and the Settlement Class Members shall be
19 permanently barred and enjoined from initiating, asserting, or prosecuting against the Released
20 Parties in any court which falls under this Court's jurisdiction any and all claims released under
21 this Settlement.

22 4.14 . Plaintiffs and Settlement Class Members agree that it is their intention to fully,
23 finally, and forever to settle and release all matters and all claims that exist, hereafter may exist,
24 or might have existed, with respect to the Released Claims

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

27 5.1 Upon execution of this Settlement Agreement, Plaintiffs shall submit the
28 Settlement Agreement and file a motion for preliminary approval of the Settlement to the Court.

1 Plaintiffs' motion for preliminary approval of the Settlement shall request the Court to enter a
2 Preliminary Approval Order substantially in the form attached hereto as Exhibit B.

3 5.2 The Parties stipulate to the form of, and agree to submit to the Court for its
4 consideration this Settlement Agreement, and the following Exhibits to this Settlement
5 Agreement: the Class Notice (Exhibit A) and the [Proposed] Preliminary Approval Order
6 (Exhibit B).

7 5.3 The Preliminary Approval Order shall:

- 8 (a) Conditionally certify the Class for settlement purposes;
- 9 (b) Conditionally appoint Plaintiffs as representatives of the proposed Class and
10 Class Counsel as counsel for the Class;
- 11 (c) Appoint Simpluris, Inc. as the settlement administrator, and order the Settlement
12 Administrator to provide notice of the Settlement as set forth below; and
- 13 (d) Confirm that the procedure for distributing the Class Notice (i) constitutes the
14 best practicable notice; (ii) constitutes notice that was reasonably calculated,
15 under the circumstances, to apprise Class Members of the pendency of the Action,
16 and their right to exclude himself from or object to the proposed settlement and
17 to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due,
18 adequate, and sufficient notice to all persons entitled to receive notice; and (iv)
19 meets all applicable requirements of due process, and any other applicable rules
20 or law;
- 21 (e) Impose a stay on all litigation of the Action pending the Final Approval Hearing,;
22 and
- 23 (f) Order that the preliminary approval of the Settlement, certification of the Class
24 for settlement purposes, and all actions associated with them, are undertaken on
25 the condition that they shall be vacated if the Settlement Agreement is terminated
26 or disapproved in whole or in part by the Court, or any appellate court and/or
27 other court of review in which event the Settlement Agreement and the fact that
28 it was entered into shall not be offered, received, or construed as an admission or

as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a representative action.

5.4 The motion for preliminary approval shall request: that the Final Approval Hearing and any determination on the request for a Class Counsel Award and Service Awards be set no earlier than thirty-five (35) days after the Response Deadline and that Plaintiffs be permitted to file their motion for final approval sixteen (16) court days before the Final Approval Hearing.

5.5 At the same time that Plaintiffs file their motion for preliminary approval of the Settlement, Class Counsel will notify the LWDA that the Parties have filed a motion for preliminary approval of the settlement of the Released Claims arising under PAGA.

6. PROCEDURE FOR PROVIDING NOTICE OF SETTLEMENT

6.1 Within thirty (30) calendar days after Preliminary Approval, Defendant shall provide the Settlement Administrator with the Class Data for purposes of sending the Class Notice to Class Members.

6.2 Within forty-five (45) calendar days after Preliminary Approval, the Settlement Administrator shall mail the Class Notice to Class Members via first class U.S. mail.

6.3 The Class Notice will inform Class Members that unless they submit a request to be excluded from the Settlement: they will become Settlement Class Members; they will receive Individual Settlement Payments under the Agreement; and they will be bound by the release of Released Claims with respect to the Released Parties.

6.4 The Class Notice will inform Class Members, of their right to request exclusion from the Settlement and the procedure for doing so.

6.5 The Class Notice will inform Class Members of their right to object to the Settlement and the procedure for doing so.

6.6 The Class Notice will include a statement as to the number of Workweeks attributable to each Class Member and estimated Individual Settlement Share.

6.7 If any Class Notice mailed to any Class Member is returned as undeliverable, the Settlement Administrator shall make a good-faith attempt to obtain the most-current names and postal mailing addresses for those individuals, including cross-checking the names and/or postal mailing addresses it received from FARFETCH with other appropriate databases (e.g., the National Change of Address Database) and performing further reasonable searches (e.g., through Lexis/Nexis) for more-current names and/or postal mailing addresses for those individuals. All Class Members' names and postal mailing addresses obtained through these sources shall be protected as confidential and not used for purposes other than the notice and administration of this Settlement. The address determined by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The Settlement Administrator shall promptly re-mail the Class Notice to any Class Member whose Class notice was returned as undeliverable.

6.8 If any Class Notice to a Class Member is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the postal mailing to the forwarding address.

6.9 In the event that any Class Notice is returned as undeliverable a second time, no further postal mailing shall be required. The Settlement Administrator shall maintain a log detailing the instances Class Notices are returned as undeliverable, re-mailed, and when applicable, returned as undeliverable a second time.

6.10 The Parties agree that the procedures set forth in this Section comply with all due process requirements, constitute reasonable and the best practicable notice under the circumstances, and constitute an appropriate and sufficient effort to locate current addresses for Class Members such that no additional efforts to do so shall be required. Any Class Members who do not receive the Class Notice after these procedures have been followed will nonetheless be bound by this Settlement.

6.11 At least fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide a declaration of due diligence confirming: its dissemination of the Class Notice in accordance with the notice procedures of this Agreement; all attempts by the

Settlement Administrator to locate Class Members; the number of delivered and undeliverable Class Notices; the number of objections received (and copies of same); the number of requests for exclusion received, the names of those individuals who opted out of the Settlement (but not copies of same), and the number of disputes regarding Workweeks. Class Counsel shall be responsible for filing the due diligence declaration with the Court.

7. PROCEDURE FOR REQUESTING EXCLUSION

7.1 Class Members who wish to exclude themselves from (or “opt out” of) the Settlement must submit timely, written requests for exclusion from the Settlement. To be effective, the request for exclusion must include: (a) the Class Member’s name, address, and telephone number, and the last four digits of his or her Social Security number; the case name and number of the Action; a clear and unequivocal statement that the individual wishes to be excluded from the Settlement; and the Class Member’s signature.

7.2 The request for exclusion from the Settlement must be mailed to the Settlement Administrator at the address provided in the Class Notice and must be postmarked no later than the Response Deadline. The date of the postmark on the envelope containing the request for exclusion shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Requests for exclusion must be exercised individually by a Class Member. Attempted collective group, class, or subclass requests for exclusion shall be ineffective and disregarded by the Settlement Administrator.

7.3 The Settlement Administrator shall automatically notify Class Counsel and counsel for FARFETCH if and when the number of timely-submitted requests for exclusion reaches 5% of all Class Members. If more than 5% of Class Members opt out of the Settlement, FARFETCH in its sole and absolute discretion may elect to rescind and revoke the entire Settlement Agreement by sending written notice to Class Counsel that it revokes the Settlement within thirty (30) calendar days after expiration of the Response Deadline.

7.4 All Class Members who do not opt out of the Settlement shall be bound by this Settlement, even if they never received the Class Notice or other actual notice of this Settlement.

7.5 Plaintiffs agree not to request exclusion from the Settlement.

7.6 Notwithstanding the submission of a timely request for exclusion, Class Members will still be bound by the settlement and release of 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.

8. PROCEDURE FOR OBJECTING

8.1 Only Class Members who do not opt out the Settlement (i.e., Settlement Class Members) may object to the Settlement. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement must submit a timely statement of the objection to the Settlement Administrator (who shall forward it to Class Counsel and counsel for FARFETCH).

8.2 All written objections and supporting papers must be postmarked no later than the Response Deadline. The date of the postmark on the envelope containing the objection shall be the exclusive means used to determine whether the written objection has been timely submitted.

8.3 The objection must contain at least the following: (i) the objector's full name, address, telephone number, and signature; (ii) the name and case number of the Action; (iii) the specific legal and factual basis for each objection; and (iv) a statement whether the objector intends 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.

8.4 Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members and shall be deemed to have voluntarily waived their right to pursue an independent remedy for the Released Claims against FARFETCH and the Released Parties. To the extent any Settlement Class Member objects to the Settlement, those Settlement Class Members will be forever bound by the Final Approval Order and Judgment.

9. PROCEDURE FOR DISPUTING WORKWEEKS

9.1 A Class Member may dispute the number of Workweeks credited to him or her by submitting a written Workweeks dispute to the Settlement Administrator by no later than the

Response Deadline. Such a dispute must contain: the Class Member's full name, current address, current telephone number, last four digits of his or her Social Security number, and signature; the case name and number of the Action; a clear statement explaining the basis for his or her dispute regarding Workweeks; and any documentation that he or she has to support the dispute. Unless a disputing Class Member submits documentary evidence in support of his or her dispute, the records of the Defendant will be determinative. If the Parties' counsel cannot resolve the dispute informally, the matter will be referred to the Settlement Administrator. The Settlement Administrator will review Defendant's records and any information or documents submitted by the Class Member and issue a non-appealable decision regarding the dispute. No disputes will be honored if they are postmarked after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a photocopy of all documents sent to the Settlement Administrator and a record of proof of mailing.

10. PROCEDURE FOR REQUESTING FINAL APPROVAL OF THE SETTLEMENT

10.1 On or before the deadline that shall be set by the Court, Plaintiffs shall file a motion requesting final approval of the Settlement and Final Approval Order, substantially in the form attached as Exhibit C, the entry of which is a material condition of this Settlement.

10.2 The Final Approval Order and Judgment shall adjudge that, among other things:

- (a) The Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement and that the Class Notice (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated under the circumstances to apprise Class Members of the pendency of the Action, and their right to exclude themselves from or object to the proposed Settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process, and any other applicable rules or law;

- (b) The Settlement as fair, reasonable, and adequate;
- (c) The Settlement Administrator is to execute the distribution of proceeds pursuant to the terms of this Agreement;
- (d) The Final Approval Order and Judgment shall be final and entered forthwith;
- (e) Without affecting the finality of the Final Approval Order and Judgment, the Court retains continuing jurisdiction over Plaintiffs, Defendant, and the Settlement Class Members, as to all matters concerning the administration, consummation, and enforcement of this Settlement Agreement;
- (f) As of the date on which the Total Settlement Amount has been fully funded, Plaintiffs and Settlement Class Members, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have received actual notice of the proposed Settlement, have conclusively compromised, settled, discharged, and provided the release of Released Claims against FARFETCH and the Released Parties, and are bound by the provisions of this Settlement Agreement;
- (g) This Settlement Agreement and the Final Approval Order and Judgment to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings that encompass Plaintiffs' and Settlement Class Members' claims released herein, and that are maintained by or on behalf of Plaintiffs and Settlement Class Members, and/or their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf;
- (h) Plaintiffs and the Settlement Class Members are permanently barred from filing, commencing, prosecuting, intervening in, or participating (as class members or

otherwise) in other lawsuit or administrative, regulatory, arbitration, or other proceeding in this Court's jurisdiction based on the claims released herein; and

- (i) The Settlement provided for herein, and any proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA representative claims may validly be pursued; provided, however, that reference may be made to this Settlement in such proceedings as may be necessary to effectuate the provisions of this Settlement.

10.3 At the Final Approval Hearing, Class Counsel may also request entry of an Order approving the Class Counsel Award and the Service Awards to Plaintiffs. Any such Class Counsel Award or Service Awards shall be paid exclusively from the Total Settlement Amount. In no event shall any Released Party otherwise be obligated to pay for any additional amounts for attorneys' fees and expenses or Service Awards. The disposition of Class Counsel's application for a Class Counsel Award and Service Awards, is within the sound discretion of the Court and is not a material term of this Settlement Agreement, and it is not a condition of this Settlement Agreement that such application be granted. Any disapproval or modification of such application by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) increase the consideration any Released Party pays in connection with the Settlement. Released Parties shall have no liability to Plaintiffs or Class Counsel arising from any claim regarding the division of any attorneys' fee/litigation cost award between and among Class Counsel.

11. PROCEDURE FOR EXECUTING THE SETTLEMENT IF/WHEN IT BECOMES EFFECTIVE

11.1 Within ten (10) calendar days following the Effective Date, FARFETCH shall provide the Total Settlement Amount (\$850,000) to the Settlement Administrator.

11.2 Within twenty (20) calendar days following the Effective Date, the Settlement Administrator shall distribute the Total Settlement Amount as follows:

- (a) Costs and expenses incurred in connection with administering this Settlement in the amount of up to \$13,000, as approved by the Court;
- (b) Subject to the approval and further order(s) of the Court, Service Awards to Plaintiffs in the total amount of up to \$15,000, representing \$7,500 for each Plaintiff;
- (c) Subject to the approval and further order(s) of the Court, Class Counsel Award in the amount of up to \$297,500 for attorneys' fees and \$20,000 for reimbursement of litigation costs and expenses;
- (d) Subject to the approval and further order(s) of the Court, LWDA Payment to the LWDA in the amount of \$50,000, or 75% of the PAGA Payment; and
- (e) Subject to the approval and further order(s) of the Court, Individual Settlement Payments from the Total Settlement Amount for the benefit of the Settlement Class Members.

11.3 Individual Settlement Payment checks are valid and negotiable for one hundred eighty (180) calendar days after they are issued. Any Individual Settlement Payments checks that are not cashed or negotiated by the Void Date shall be cancelled, and the funds associated with such cancelled checks shall be transmitted to the California State Controller's Office's Unclaimed Property Fund division in the name of the Settlement Class Member who did not negotiate his or her check.

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

11.5 The Individual Settlement Payments shall be reported by the Settlement Administrator to the applicable governmental authorities in accordance with Section 4.9. The Service Awards shall be reported on IRS Form 1099s by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing copies of tax forms for the Plaintiffs and Settlement Class Members.

11.6 The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Plaintiffs, and the Settlement Class Members are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiffs and the Settlement Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiffs, Class Counsel, FARFETCH, FARFETCH's counsel and the Released Parties free and harmless from and against any claims resulting from the tax treatment of payments under this Agreement. Plaintiffs and the Settlement Class Members acknowledge and agree that no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

11.7 Payments and tax reporting by the Settlement Administrator in the manner described above shall be deemed conclusive of compliance with this Settlement Agreement as to all Settlement Class Members. No Settlement Class Members shall have any claim against Plaintiffs, Class Counsel, FARFETCH, FARFETCH's counsel or the Settlement Administrator for distributions made substantially in accordance with this Settlement Agreement and/or orders of the Court. No Settlement Class Members shall have any claim against FARFETCH, the Released Parties or FARFETCH's counsel relating to distributions made under this Settlement.

12. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF SETTLEMENT AGREEMENT

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

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

3 12.2 In the event that: (i) the Settlement is not approved, is overturned, or is materially
4 modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this
5 Settlement Agreement is terminated, cancelled, or fails to become effective for any reason, then:
6 (a) the Parties stipulate and agree the Settlement, the Class Data, and all documents exchanged
7 and filed in connection with the Settlement shall be treated as inadmissible mediation
8 communications under Cal. Evid. Code §§ 1115 *et seq.*, (b) the Settlement shall be without force
9 and effect upon the rights of the Parties hereto, and none of its terms shall be effective or
10 enforceable, with the exception of this Paragraph, which shall remain effective and enforceable;
11 (c) the Parties shall be deemed to have reverted to their respective status prior to execution of
12 this Agreement; (d) all Orders entered in connection with the Settlement, including the
13 certification of the Class, shall be vacated without prejudice to any Party's position on the issue
14 of class certification, the issue of amending the complaint, or any other issue, in this Action or
15 any other action, and the Parties shall be restored to their litigation positions existing on the date
16 of execution of this Agreement; and (e) the Parties shall proceed in all respects as if the
17 Settlement Agreement and related documentation and orders had not been executed, and without
18 prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement
19 Agreement. The Settlement, all documents, orders, and evidence relating to the Settlement, the
20 fact of their existence, any of their terms, any statement or report concerning the Settlement
21 Agreement, its existence, or their terms, any negotiations, proceedings, acts performed, or
22 documents executed pursuant to or in furtherance of the Settlement Agreement shall not be
23 admissible in any proceeding, and shall not be offered, received, or construed as evidence of a
24 presumption, concession, or an admission of liability, of unenforceability of any arbitration
25 agreement, of the certifiability of a litigation class, or otherwise used by any Person for any
26 purpose whatsoever, in any trial of this Action or any other action or proceedings.

27 **13. ADDITIONAL PROVISIONS**
28

1 13.1 The Class Notice is the approved method for communicating with Class Members
2 about the Settlement. Plaintiffs and Class Counsel will not issue any news media releases,
3 initiate any contact with the news media, respond to any news media inquiry, post any
4 information on a website (including social media), or have any other public communication
5 about the Action or the fact, amount or terms of the Settlement,

6 13.2 All of the Exhibits to this Agreement are an integral part of the Settlement and are
7 incorporated by reference as though fully set forth herein.

8 13.3 Unless otherwise noted, all references to “days” in this Agreement shall be to
9 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
10 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11 13.4 This Agreement supersedes all prior negotiations and agreements and may be
12 amended or modified only by a written instrument signed by counsel for all Parties or the Parties’
13 successors-in-interest, and approved by the Court.

14 13.5 The Parties reserve the right, subject to the approval by the Court, to make any
15 reasonable extensions of time that might be necessary to carry out any of the provisions of this
16 Agreement. Such extensions must be in writing to be enforceable.

17 13.6 The Released Parties shall have the right to file the Settlement Agreement, the
18 Final Approval Order and Judgment, and any other documents or evidence relating to the
19 Settlement in any action that may be brought against them in order to support a defense or
20 counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith
21 settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion
22 or similar defense or counterclaim.

23 13.7 The Parties to the Settlement Agreement agree that the terms of the Settlement
24 were negotiated at arm’s length and in good faith by the Parties, resulted from an arm’s-length
25 mediation session facilitated by Deborah Saxe, Esq. and reflect a settlement that was reached
26 voluntarily based upon adequate information and sufficient discovery and after consultation
27 with experienced legal counsel.

28

1 13.8 Plaintiffs, Class Counsel and Defendant have concluded that the Settlement set
2 forth herein constitutes a fair, reasonable, and adequate resolution of the claims that Plaintiffs
3 asserted against FARFETCH, including the claims on behalf of the Class Members, and that it
4 promotes the best interests of the Class.

5 13.9 To the extent permitted by law, all agreements made and orders entered during the
6 course of the Action relating to the confidentiality of information shall survive this Settlement
7 Agreement.

8 13.10 The waiver by one Party of any breach of this Settlement Agreement by any other
9 Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement
10 Agreement.

11 13.11 This Settlement Agreement, including its Exhibits, constitutes the entire
12 agreement among the Parties, and no representations, warranties, or inducements have been
13 made to any Party concerning this Settlement Agreement or its Exhibits, other than the
14 representations, warranties, and covenants contained and memorialized in this Settlement
15 Agreement and its Exhibits.

16 13.12 This Settlement Agreement may be executed in one or more counterparts,
17 including fax and email. All executed counterparts and each of them shall be deemed to be one
18 and the same instrument provided that counsel for the Parties to this Settlement Agreement shall
19 exchange among themselves original signed counterparts.

20 13.13 The Parties hereto and their respective counsel agree that they will use their best
21 efforts to obtain all necessary approvals of the Court required by this Settlement Agreement.

22 13.14 This Settlement Agreement shall be binding upon and shall inure to the benefit of
23 the successors and assigns of the Parties hereto, including any and all Released Parties and any
24 corporation, partnership, or other entity into or with which any Party hereto may merge,
25 consolidate, or reorganize.

26 13.15 This Settlement Agreement shall not be construed more strictly against one Party
27 than another merely because of the fact that it may have been prepared by counsel for one of the
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Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement.

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

13.17 This Settlement Agreement shall be governed by California law. Any action based on this Settlement Agreement, or to enforce any of its terms, shall be venued in the Los Angeles County Superior Court, which shall retain jurisdiction over all such disputes. All Parties to this Settlement Agreement shall be subject to the jurisdiction of said Court for all purposes related to this Settlement Agreement. This Paragraph relates solely to the law governing this Settlement Agreement and any action based thereon, and nothing in this Paragraph shall be construed as an admission or finding that California law applies to the Released Claims of any Plaintiff or Class Member who resides outside the State of California.

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

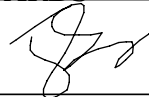
13.19 The headings used in this Settlement Agreement are for the convenience of the reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

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

February 09, 2021

Dated: _____, 2020

TAYLOR EDWARDS


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Plaintiff

Dated: _____, 2020

KEVIN BIHAN POUDEC

Plaintiff

Approved as to Form:

Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement.

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

13.17 This Settlement Agreement shall be governed by California law. Any action based on this Settlement Agreement, or to enforce any of its terms, shall be venued in the Los Angeles County Superior Court, which shall retain jurisdiction over all such disputes. All Parties to this Settlement Agreement shall be subject to the jurisdiction of said Court for all purposes related to this Settlement Agreement. This Paragraph relates solely to the law governing this Settlement Agreement and any action based thereon, and nothing in this Paragraph shall be construed as an admission or finding that California law applies to the Released Claims of any Plaintiff or Class Member who resides outside the State of California.

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

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

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

Dated: _____, 2020

TAYLOR EDWARDS

February 09, 2021

Plaintiff

Dated: _____, 2020

KEVIN BIHAN POUDEC


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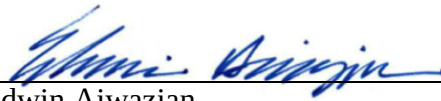
Plaintiff

Approved as to Form:

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February 10, 2021
Dated: _____, 2020-

LAWYERS FOR JUSTICE, PC

By: 
Edwin Aiwasian
Attorneys for Plaintiffs and the Class

Dated: _____, 2020

GORDON REES SCULLY MANSUKHANI,
LLP

By: _____
Travis Jang-Busby
Andrew Deddeh
Attorneys for Defendant FARFETCH.COM
US LLC

Gordon Rees Scully Mansukhani, LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101

1 13.20 In construing this Settlement Agreement, the use of the singular includes the plural
2 (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

3 Dated: _____, 2020

TAYLOR EDWARDS

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Plaintiff

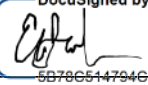
6 Dated: _____, 2020

KEVIN BIHAN POUDEEC

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Plaintiff

9 Dated: _____, 2021

FARFETCH.COM US, LLC

10 DocuSigned by:
11 X 
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12 By: Elliot Jordan

13 Its: Chief Financial Officer

14 **Approved as to Form:**

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16 Dated: _____, 2020

LAWYERS *FOR* JUSTICE, PC

17 By: _____

18 Edwin Aiwazian
Attorneys for Plaintiffs and the Class

19
20 Dated: March 30, 2021

GORDON REES SCULLY MANSUKHANI,
LLP

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22 By: 

23 Travis Jang-Busby
24 Andrew Deddeh
Attorneys for Defendant FARFETCH.COM
25 US LLC
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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 Aiwanian and Arby Aiwanian 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.