

Memorandum of Understanding

On October 27, 2020, the parties to the case entitled *Bookout-Varner et al. v. Stitch Fix, Inc.* (Case No. 37-2020-00027926), pending in San Diego County Superior Court, reached the following resolution which, subject to Court approval, is intended to be a full and final resolution of the Action:

1. The Gross Settlement Amount shall be \$645,000.
2. The Gross Settlement Amount shall be used to pay Plaintiffs' individual settlements, administration costs, plaintiffs' attorneys' fees and costs, and the PAGA Payment. The PAGA Payment is the net amount remaining after deduction of the court-approved individual settlements, administration costs, and plaintiff's attorneys' fees and costs.
3. The LWDA shall receive 75% of the PAGA Payment. The remaining 25% shall be allocated to the PAGA Settlement Employees on a pro-rata basis based on the number of eligible pay periods they worked during the PAGA Period.
 - a. PAGA Settlement Employees consists of all current and former non-exempt Stylists (and similar roles) who worked in the Styling Organization in California during the PAGA Period.
 - b. PAGA Period means the time period from June 3, 2019 through the Date of Settlement Approval.
4. Plaintiffs' counsel will petition the Court for their fees and costs. Should the Court award a lesser sum for attorneys' fees and costs, the residual will be included in the PAGA Payment.
5. From the Gross Settlement Amount, Defendant will pay to Plaintiff Katherine Bookout-Varner, Plaintiff Sara Lashkari, and Plaintiff Jennifer Cordeau an individual payment in the amount of \$15,000 each in exchange for each Plaintiff executing a general release of all and any claims against Defendant, including a 1542 waiver. Plaintiff will also be eligible for the PAGA Penalties Payment as a member of the Settlement Group. These individual releases shall all be subject to confidentiality provisions.
6. The parties will select a mutually agreeable settlement administrator.
7. Plaintiffs will release, and the State of California and all PAGA Settlement Employees will be deemed to release, all PAGA claims or causes of action for civil penalties, attorneys fees or costs under PAGA alleged in the Action, or that could have been alleged in the Action, that are based on the alleged meal and rest break, minimum wage, overtime compensation, wage statement, unreimbursed business expenses and final pay violations, and any resulting claim for penalties under

PAGA alleged to have been violated in the Action through the Date of Settlement Approval.

8. Neither party nor their/its counsel will issue a press release concerning the settlement.
9. Plaintiffs' counsel will prepare and file an *ex parte* application for approval of the settlement agreement, which will be provided to Defendant's counsel at least two business days prior to the filing of the application for review and comment by Defendant. Defendant's counsel will prepare a long form of settlement agreement consistent with this MOU within 10 days of the execution of the MOU.
10. The effective date of the release of the Released Claims shall be the date the Court approves the settlement agreement (the "Date of Settlement Approval").
11. Defendants will fund the settlement within 7 business days of the Effective Date. The "Effective Date" is the date of Notice of Entry of Order of the Court's (1) approval of the settlement terms and (2) issuance a Judgment in the action.
12. In the event the parties are unable to agree on final terms in a settlement agreement, this MOU will be enforceable and admissible in Court pursuant to Code of Civil Procedure section 664.6.

Dated: 10/27/2020



Plaintiff Katherine Bookout-Varner

Dated: _____

Plaintiff Sara Lashkari

Dated: _____

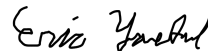
Plaintiff Jennifer Cordeau

Dated: _____

Defendant Stitch Fix, Inc.
By Casey O'Connor, Vice President, Legal

Approved as to form:

Dated: 10-27-20



Eric Yaeckel
Counsel for Plaintiffs

Dated: October 27, 2020


Jessica Perry
Counsel for Defendant

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Plaintiff Sara Lashkari

Dated: _____



Plaintiff Jennifer Cordeau

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By Casey O'Connor, Vice President, Legal

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Eric Yaeckel
Counsel for Plaintiffs

Dated: October 27, 2020



Jessica Perry
Counsel for Defendant

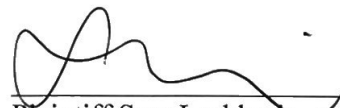
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Dated: _____

Plaintiff Katherine Bookout-Varner

Dated: 10/28/2020



Plaintiff Sara Lashkari

Dated: _____

Plaintiff Jennifer Cordeau

Dated: _____

Defendant Stitch Fix, Inc.
By Casey O'Connor, Vice President, Legal

Approved as to form:

Dated: _____

Eric Yaeckel
Counsel for Plaintiffs

Dated: October 27, 2020



Jessica Perry
Counsel for Defendant

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Plaintiff Katherine Bookout-Varner

Dated: _____

Plaintiff Sara Lashkari

Dated: _____

Plaintiff Jennifer Cordeau

Dated: 10.27.2020



Defendant Stitch Fix, Inc.
By Casey O'Connor, Vice President, Legal

Approved as to form:

Dated: _____

Eric Yaeckel
Counsel for Plaintiffs

Dated: October 27, 2020



Jessica Perry
Counsel for Defendant