

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between the Plaintiff Nathan Walter (“Settlement Class Representative”), individually and on behalf of the Settlement Class Members (as defined below), on the one hand, and Defendant Farfetch.com US, LLC (“Defendant”), on the other hand. The Settlement Class Representative and Defendant are referred to collectively as the “Parties” or individually as a “Party.”

### **RECITALS**

This Agreement is made for the following purposes and with reference to the following facts:

A. On April 1, 2020, the Settlement Class Representative, on behalf of himself and similarly situated individuals, filed a state court class action complaint against Defendant entitled *Nathan Walter v. Farfetch.com US, LLC*, Orange County Superior Court Case No. 30-2020-01139875-CU-BT-CXC, alleging, among other things, that Defendant recorded telephone communications without the knowledge or consent of all of the parties to the telephone communication in violation of California Penal Code §§ 630 *et seq.*

B. On December 1, 2020, the Court entered a stay pending the outcome of the California Supreme Court’s decision in *Smith v. LoanMe, Inc.*

C. On April 1, 2021, the California Supreme Court issued its decision in *Smith v. LoanMe, Inc.*

D. Following the California Supreme Court’s decision in *Smith v. LoanMe, Inc.*, the Parties agreed to participate in a mediation on September 29, 2021 with respected mediator David A. Rotman, Esq. A settlement was reached at the mediation, the material terms of which were memorialized in a Memorandum of Understanding (the “MOU”). This Agreement now supersedes and replaces the MOU and sets forth the full, complete, and final terms of the Parties’ settlement.

E. Defendant denies that it has committed any wrongful acts or violated any laws or duties. Defendant also denies that the Settlement Class Representative, or the class he seeks to represent, are entitled to any form of damages or relief based on the conduct alleged in the Action. In addition, Defendant maintains that it has meritorious defenses to all of the claims alleged in the Action, including but not limited to those alleged during mediation. Defendant disputes the claims and contentions alleged in the Action and by entering into this Agreement does not admit any liability or wrongdoing of any kind or that any class can or should be certified, except for settlement purposes.

F. Settlement Class Counsel (as defined below) and the Settlement Class Representative believe that the Action has merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this complex and potentially time-consuming litigation, and the likelihood of class certification and success on the merits. Settlement Class Counsel have investigated the facts and law relevant to the Action, have received informal discovery, and have conducted independent investigation and research. Settlement Class Counsel also have litigated and settled multiple call-recording cases and have a detailed understanding of the settlement value of these cases. Taking all of the above into account, Settlement Class Counsel and the Settlement Class Representative have concluded that the settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members (as defined below).

G. The Parties enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation and to avoid the risks of litigation. The Parties desire to settle the Action in its entirety with respect to all claims arising from or related to the alleged recording or monitoring of, or eavesdropping on, telephone conversations during the

Class Period (as defined below). The Parties intend this Agreement to bind the Parties and all Settlement Class Members who are not excluded from the Settlement Class.

**NOW, THEREFORE**, in light of the foregoing, and in consideration of the terms and conditions set forth herein, which the Parties acknowledge are good and valuable consideration for this Agreement, the Parties hereby agree and stipulate, by and through their respective counsel of record, and subject to approval by the Court, as follows:

1. Additional Definitions

As used in this Agreement and its incorporated exhibits, the following terms have the following meanings:

(a) “Authorized Claimants” means those Settlement Class Members who submit valid and timely Claim Forms (as defined below) and who are entitled to a settlement payment from the Net Settlement Fund (as defined below). The Settlement Class Representative automatically shall be considered an Authorized Claimant entitled to receive a settlement payment from the Net Settlement Fund without the need to submit a Claim Form.

(b) “California Area Codes” shall mean all telephone area codes assigned to California, including 209, 213, 279, 310, 323, 341, 408, 415, 424, 442, 510, 530, 559, 562, 619, 626, 628, 650, 657, 661, 669, 707, 714, 747, 760, 805, 818, 820, 831, 840, 858, 909, 916, 925, 949, and 951.

(c) “Claim Form” is the hard-copy or electronic form, substantially in the form of **Exhibit D** hereto, that Settlement Class Members must submit to the Claims Administrator (as defined below), certifying that they are entitled to recovery under this Agreement, in order to receive a portion of the Net Settlement Fund.

(d) “Claims Administrator” refers to Kroll Settlement Administration, which the Parties have agreed will be responsible for the administration of this Class Action Settlement as described herein. As a condition of its appointment as Claims Administrator, Kroll Settlement Administration shall use any Settlement Class Member information provided by either Settlement Class Counsel or Defendant solely to carry out its duties as Claims Administrator under this Settlement Agreement.

(e) “Class Period” means the period from and including April 1, 2019 through August 3, 2020.

(f) “Defense Counsel” refers to Louis Dorny and Hannah Brown of Gordon Rees Scully Mansukahani, LLP.

(g) “Final Approval Order and Judgment” shall mean the final order and judgment entered by the Court in this Action upon final approval of this Class Action Settlement (as defined below). The Final Approval Order and Judgment shall not be entered if any Party terminates this Agreement under the terms set forth herein. The settlement embodied in this Agreement shall become effective on the “Settlement Effective Date,” which shall be the date of the later of the following: (a) entry of the final approval order and judgment by the court; or (b) if there are objections to the Settlement which are not withdrawn, and if an appeal, review or writ is not sought from the final approval order and judgment, the sixtieth (60<sup>th</sup>) day after entry of the final approval order and judgment; or (c) the dismissal or denial of any appeal, review or writ, if and when the final approval order and judgment no longer are subject to further judicial review.

(h) “Settlement Class” or “Settlement Class Members” means all natural persons who, while residing or located in California, placed a call to Defendant’s customer service telephone number ((646) 791-3768) at any time during the period from and including April 1, 2019 through

August 3, 2020 (the “Class Period”) and spoke with a representative and were not notified that the call would be recorded. Excluded from the Settlement Class are all attorneys and employees of Settlement Class Counsel, any judicial officer to whom this case is assigned, and persons who validly opt out of the settlement by following the procedures set forth herein. Defendant estimates that the Settlement Class consists of 34,921 individuals (as measured by unique telephone numbers) and Defendant estimates that approximately 109,000, but not more than 125,000, telephone calls were placed to the Farfetch customer service telephone number from callers with California Area Codes during the Class Period and who were not notified that the call may be recorded.

(i) “Settlement Class Counsel” refers to Eric A. Grover of Keller Grover LLP and Scot Bernstein of Law Offices of Scot D. Bernstein, A Professional Corporation.

## 2. Certification of Settlement Class and Approval of the Settlement

2.1 As soon as practicable after this Agreement is signed, the Settlement Class Representative shall move for an order provisionally certifying the Settlement Class (for settlement purposes only) and preliminarily approving the settlement embodied by this Agreement (the “Class Action Settlement”). The motion shall request that the Court (a) preliminarily approve this Agreement as being the product of serious, informed, non-collusive negotiations, having no obvious deficiencies, not improperly granting preferential treatment to the proposed Settlement Class Representative or segments of the Settlement Class, and falling within the range of possible final approval; (b) stay all proceedings in the Action until the Court renders a final decision on approval of the Class Action Settlement; (c) appoint the named Plaintiff as Settlement Class Representative for settlement purposes only; (d) appoint Settlement Class Counsel as Class Counsel for settlement purposes only; and (e) set the date and time of the final approval hearing,

which should not occur until at least 130 calendar days after entry of the preliminary approval order. Settlement Class Counsel shall prepare initial drafts of the motion for preliminary approval and supporting documents and provide those drafts to Defense Counsel at least eight business days before filing, and Defendant shall have the option to join in the Settlement Class Representative's motion or to file its own brief statement of non-opposition in support. The Parties agree that the Court may make preliminary findings and enter an order conditionally certifying the Settlement Class subject to final findings, final approval of the Class Action Settlement, and entry of the Final Approval Order and Judgment.

2.2 No later than 110 days after entry of the preliminary approval order, Settlement Class Counsel shall file their motion for final approval of the Class Action Settlement and entry of a Final Approval Order and Judgment and motion for an award of attorneys' fees, litigation costs, administration costs, and the Settlement Class Representative's service award. Settlement Class Counsel shall file with their final approval motion papers a complete list of all Settlement Class Members who validly and timely have excluded themselves from the Settlement Class. Settlement Class Counsel shall prepare initial drafts of the motion for final approval and supporting documents and provide those drafts to Defense Counsel at least five business days before filing. Defendant shall either join in the Settlement Class Representative's motion or file its own brief statement of non-opposition in support. The motion and all supporting papers shall be provided to Settlement Class Members upon request.

2.3 The Parties shall take all necessary and reasonable steps to achieve certification of the Settlement Class, preliminary and final approval of the Class Action Settlement, and entry of a Final Approval Order and Judgment, including, without limitation, responding to objections, addressing any appeals or appellate issues, and obtaining any further orders from the Court as may

be necessary. At the time of the final approval hearing by the Court, and if the Court provides final approval of the settlement, the Parties shall request that the Court immediately execute and enter a Final Approval Order and a Judgment. The Parties shall execute and deliver any additional papers, documents and other assurances, and shall do any other acts reasonably necessary to perform their obligations under this Agreement and to carry out the Agreement's expressed intent.

2.4 Defendant does not consent to certification of any class for any purpose other than effectuating this Class Action Settlement and disputes that any class should or could be certified for any other purpose. If the Court does not approve this Class Action Settlement, either preliminarily or finally, or the Agreement otherwise terminates as provided in this Section 2.4, and the Parties cannot otherwise reach an amended agreement that satisfies the Court, (i) the MOU and this Agreement shall be automatically of no force or effect; (ii) any Preliminary Approval Order and all of its provisions will be vacated; (iii) any documents or information exchanged during the settlement discussions shall be returned, deleted or destroyed; and (iv) no term or draft of the MOU or of this Agreement, or any part or aspect of the Parties' settlement discussions, negotiations, or documentation (including without limitation any declarations and briefs filed in support of the motions for preliminary or final approval) will have any effect or be admissible into evidence for any purpose in this Action or any other proceeding. If the Court proposes "Material" modifications of, or additions to, this Agreement or its exhibits, the Parties each agree to exercise their judgment in good faith to reach agreement on the Court's proposed modifications of, or additions to, this Agreement or its exhibits. For purposes of this Agreement, a modification or addition is "Material" if that modification or addition is one that a reasonable person in that Party's position would reasonably find to constitute a substantive change that, if known at the time the Agreement was entered into, would have affected that Party's decision regarding whether to enter into the

Agreement. By way of a non-exclusive example, a “Material” modification includes, but is not limited to, any change in the amount that will be paid by Defendant.

3. Settlement Payments and Procedures

3.1 Defendant agrees to pay the non-reversionary (all-in) Gross Settlement Amount of \$4,000,000 (four million dollars) to resolve all pending and potential Penal Code §§ 632, 632.7 and 637.2 claims for all Settlement Class Members during the Class Period, as well as to pay a service award to the Settlement Class Representative, all costs of administration and notice, and Settlement Class Counsel’s attorneys’ fees and costs, all of which will be deducted from the Gross Settlement Amount. In no event shall Defendant or any of the other Released Parties be required to make any payment in excess of the Gross Settlement Amount for any cause or reason whatsoever. Within 20 calendar days after the Court enters the order granting preliminary approval, Defendant shall deposit with the Claims Administrator the estimated amount (no more than \$20,000) necessary to pay for the notice program described in Section 6 below. Within 30 calendar days of the Settlement Effective Date, Defendant shall fund the remainder of the \$4,000,000 Gross Settlement Amount. All payments made by Defendant shall be deposited by the Claims Administrator into one or more FDIC-insured institutions in a segregated, FDIC-insured, non-interest-bearing account or accounts to be opened and maintained by the Claims Administrator at banks that have passed the most recent Dodd-Frank Act Stress Test. The Claims Administrator shall maintain those accounts and allow withdrawals from those accounts only if those withdrawals are consistent with the terms of this Agreement and any orders of the Court. Under no circumstances, including in the event of an appeal or appeals, shall Defendant be obligated to pay more than the Gross Settlement Amount set forth in this Agreement.



3.2 Settlement Class Counsel shall have the right to make a motion for attorneys' fees of up to one third of the Gross Settlement Amount (\$1,333,333) and actual costs, which currently are estimated not to exceed \$20,000. Defendant will take no position with regard to any motion by Settlement Class Counsel for an award of attorneys' fees and costs that do not exceed those amounts. Defendant agrees that it has no right to appeal the amount of any award of attorneys' fees or costs so long as the total amount awarded does not exceed these amounts. Defendant shall not be liable for any payment to Settlement Class Counsel other than the above-described award of attorneys' fees and costs to be paid out of the Gross Settlement Amount regardless of any potential objection or appeal. A reduction by the Court or by an appellate court of the attorneys' fees and costs awarded to Settlement Class Counsel will not be considered a Material modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Agreement, and shall only serve to reduce the amount of the attorneys' fees and costs payable to Settlement Class Counsel from the Gross Settlement Amount and increase the Net Settlement Fund (as defined below). The Claims Administrator shall pay the attorneys' fees and costs, as approved by the Court, to Settlement Class Counsel within 30 calendar days of the Settlement Effective Date.

3.3 The Settlement Class Representative agrees not to seek a service award of more than \$10,000 as consideration for his efforts in prosecuting the Action to date and through entry of the Final Approval Order and Judgment. Defendant will take no position regarding this request so long as it does not exceed the above amount. Defendant agrees that it has no right to appeal the amount of any service award so long as the amount awarded does not exceed \$10,000. Other than the value of his individual claim as a Settlement Class Member, the amount ultimately ordered by the Court shall be the only consideration paid to the Settlement Class Representative under this

Agreement or in connection with the Action and shall be paid out of the Gross Settlement Amount, and Defendant shall not otherwise be liable for any payment to the Settlement Class Representative. A reduction by the Court or by an appellate court of any service award will not be considered a Material modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Agreement and shall serve only to reduce the amount of the service award payable to the Settlement Class Representative and increase the Net Settlement Fund (as defined below). The Claims Administrator shall pay the service award, as approved by the Court, to the Settlement Class Representative within 30 calendar days after the Settlement Effective Date.

3.4 The following amounts shall be subtracted from the \$4,000,000 Gross Settlement Amount to arrive at the amount of the "Net Settlement Fund": Notice and administrative costs (estimated at no more than \$80,000), attorneys' fees (up to a maximum of \$1,333,333) and costs (estimated at not more than \$20,000) as awarded to Settlement Class Counsel, and the service award to the Settlement Class Representative of up to \$10,000, all totaling an estimated \$1,443,333 and leaving an estimated \$2,556,667 Net Settlement Fund. There will be no reversion of any part of the Gross Settlement Amount to Defendant. The entire Net Settlement Fund shall be distributed to Authorized Claimants according to the formula and methodology in Section 3.5 below.

3.5 Defendant has a record of the telephone numbers that called its customer service telephone number ((646) 791-3768) during the Class Period. Defendant represents that there are 34,921 telephone numbers with California Area Codes that made approximately 109,000, but not more than, 125,000 telephone calls to the Farfetch customer service telephone number during the Class Period and who were not notified that the call may be recorded. The Net Settlement Fund shall be used to pay the claims of Authorized Claimants. The amount to be paid to each of the

Authorized Claimants shall be determined by dividing the Net Settlement Fund among the Authorized Claimants in proportion to the number of unlawfully-recorded calls made by each such Authorized Claimant. Thus, to determine the amount of the settlement payment that each Authorized Claimant shall receive, the Net Settlement Fund first shall be divided by the aggregate number of unlawfully-recorded calls made by all Authorized Claimants. The quotient resulting from that division shall be the Per-Call Net Settlement Amount. The sum to be paid to each Authorized Claimant shall be equal to the Per-Call Net Settlement Amount multiplied by the number of calls made by or otherwise attributable to that Authorized Claimant. By way of example only, if the Net Settlement Amount were \$10,000 and the aggregate number of calls made by all Authorized Claimants were 100, the Per-Call Net Settlement Amount would be  $\$10,000/100 = \$100$  per qualifying call. In this example, if an Authorized Claimant who submitted a valid and timely Claim Form had made three qualifying calls, that Authorized Claimant would receive a settlement payment in the amount of \$300 (3 qualifying calls x \$100 per qualifying call). The Claims Administrator shall confirm the number of calls claimed by Authorized Claimants by cross-referencing information provided by the Authorized Claimants with information provided by Defendant.

3.6 No Settlement Class Member shall have an ownership interest in a share of the Net Settlement Fund unless and until the check sent to that Settlement Class Member representing those funds is negotiated or deposited. Settlement checks must be cashed, deposited or negotiated within 90 calendar days after the date of the check (the "Check Void Date"). If any funds remain from checks that are not cashed, deposited or negotiated by the Check Void Date, those remaining amounts shall be paid to Consumer Federation of California (the "Cy Pres Beneficiary") or as otherwise ordered by the Court.

3.7 The Gross Settlement Amount is a compromise of the Settlement Class Representative's claims that he and the Settlement Class Members have been injured and that they are entitled to recover statutory damages. Defendant denies the validity of the Settlement Class Members' claims and that they have been injured or are entitled to recover any statutory damages. Thus, the Gross Settlement Amount is not, and cannot be characterized as, a penalty or a fine.

4. Claims Administration

4.1 The Claims Administrator shall administer the process of notifying the Settlement Class; receiving, processing and paying claims, Settlement Class Counsel's attorneys' fees and costs, and the Settlement Class Representative's service award; opening and maintaining bank accounts and maintaining the Gross Settlement Amount; complying with all tax-reporting obligations such as issuing and mailing to Settlement Class Members any necessary United States Internal Revenue Service 1099 Forms; obtaining any necessary information from Settlement Class Counsel, the Settlement Class Representative and Authorized Claimants for tax reporting purposes; and carrying out any other duties necessary to administer the Class Action Settlement and/or to which the Parties otherwise agree in writing or that the Court orders. The Claims Administrator shall ensure that the information it receives from the Parties and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information from third parties. The Claims Administrator shall disseminate notice of the settlement (1) through a Settlement Website and (2) by postcard to all Settlement Class Members for whom a valid postal address can be located and (3) by email to all Settlement Class Members for whom a valid email address can be located. The settlement class notice process is described further in the attached Exhibits, in the preliminary approval order, and below.

4.2 No later than seven calendar days before the filing date of the Settlement Class Representative's motion for final approval of the Class Action Settlement, the Claims Administrator shall provide a declaration to Settlement Class Counsel and Defense Counsel confirming that the Claims Administrator provided the Settlement Class with notice in accordance with the Court's preliminary approval order and any subsequent orders the Court might make as to the notice to be provided the Settlement Class, along with claims data and a list of all Settlement Class Members who submitted timely and valid requests for exclusion and/or objections.

5. Nullification & Severability

5.1 If any non-material provision of this Agreement is declared by the Court to be invalid, void, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect. If the Court declares invalid, void, or unenforceable a Material provision of this Agreement, or orders that a Material provision of this Agreement be changed, any Party may terminate the Agreement and the Agreement shall terminate as described in Section 2.4 above. The Party terminating the Agreement shall provide written notice to the other Party within five business days after the Court's Order declaring such Material provision invalid, void, or unenforceable.

6. Settlement Class Notice

6.1 For all callers from California Area Codes to Defendant's customer service telephone number ((646) 791-3768) during the Class Period for which Defendant has records, Defendant shall compile a list of their unique telephone numbers and, to the extent in Defendant's possession and capacity to collect, the names, most recent billing address, and most recent email address of the individuals associated with those 34,921 telephone numbers. Additionally, Defendant shall determine the number of telephone calls that each of those unique telephone

numbers made to Defendant's customer service telephone number ((646) 791-3768) during the Class Period. All of the information collected by Defendant, taken in total, shall be referred to as the Settlement Class Member Contact List. The Settlement Class Member Contact List shall be compiled and provided to the Claims Administrator no later than 20 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement.

6.2 No later than 30 calendar days after receiving the Settlement Class Member Contact List, the Claims Administrator shall do the following: (1) run database searches in an effort to obtain the names, mailing addresses, and email addresses associated with each telephone number provided by Defendant where no corresponding contact information is available; and (2) run all mailing addresses through the United States Postal Service National Change of Address ("NCOA") (or comparable) database(s) to update the information.

6.3 No later than 40 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement, the Claims Administrator shall send the Email Notice (substantially in the form of **Exhibit B**) to each of the persons on the Settlement Class Member Contact List for whom an email address can be located. An Email Notice shall be sent to every email address obtained for each Settlement Class Member. Additionally, no later than 40 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement, the Claims Administrator shall mail the Postcard Notice (substantially in the form of **Exhibit A**) to each of the persons on the Settlement Class Member Contact List for whom a mailing address can be located. If any Postcard Notice is returned to the Claims Administrator as undeliverable, the Claims Administrator immediately will perform a skip-trace and/or other customary address searches in an attempt to locate a valid address and, if a new mailing address is obtained, re-mail the Postcard Notice to that updated mailing address.

6.4 No later than 40 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement, the Claims Administrator shall publish a website (the "Settlement Website") on the internet at the URL [www.FFCallRecordingSettlement.com](http://www.FFCallRecordingSettlement.com) (or a similar name as agreed upon by the Parties if that one is not available), which shall set forth a summary of the terms of the settlement, state the means by which Settlement Class Members may communicate with the Claims Administrator (including but not limited to the Claims Administrator's business name, address, a toll-free telephone number, and e-mail address), contain a set of Frequently Asked Questions and corresponding answers, provide instructions on how to submit a Claim Form (both electronically and by mail) and the deadline to do so, and provide instructions on how to object to and opt out of the Class Action Settlement and the deadlines to do so. The Settlement Website also shall provide, free of charge, a viewable, printable, and downloadable copy, in PDF file format, of each of the following documents: this Agreement; the Complaint; the Court's order preliminarily approving the Class Action Settlement; the Claim Form (substantially in the form of **Exhibit D**); and the long-form Settlement Class Notice (substantially in the form of **Exhibit C**). The Settlement Website shall remain active for 90 calendar days after the Settlement Effective Date and shall be made non-operational on the 91<sup>st</sup> calendar day after the Settlement Effective Date. Defense Counsel and Settlement Class Counsel shall have the right to review and approve the Settlement Website, including its content, not less than 10 calendar days before it goes live.

6.5 Unless otherwise required by the Court, nothing else shall be required of the Parties, Settlement Class Counsel, Defense Counsel or the Claims Administrator to provide notice of the proposed settlement and the final approval hearing as described herein.

6.6 The Parties agree that the Settlement Class Notice program described herein fairly informs the Settlement Class Members of the nature of the litigation, the financial and other terms of the Agreement that are particularly significant for the Settlement Class Members, the procedure for and consequences of making a claim, opting-out and objecting to this Agreement, and the date of the final approval hearing as set by the Court.

7. Data Protection

7.1 The Parties affirm that the above-described Settlement Class Member Contact List and other identifying Settlement Class Member information shall not be used for any purpose other than identifying and providing notice to Settlement Class Members pursuant to this Agreement and for communications with Settlement Class Members concerning their claims and/or other aspects of the settlement and their interest in the settlement. The Claims Administrator shall ensure that the information that it receives from Defendant and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with the privacy policies of Defendant as well as applicable law. Except as specifically provided in this Agreement and as necessary for Settlement Class Counsel to meet its duties to Settlement Class Members, the Claims Administrator shall not disclose or disseminate any information that it receives from Defendant, including but not limited to Defendant's customer information, to anyone without Defendant's prior written consent. The Claims Administrator shall destroy all customer information no later than 18 months after the distribution of all settlement funds.

8. Submission of Claims

8.1 For a Settlement Class Member to be paid from the Net Settlement Fund, he or she must complete and timely submit a Claim Form certifying the Settlement Class Member's entitlement to make a claim. The Claim Form shall be deemed deficient by the Claims



Administrator if it is not fully completed and signed and, accordingly, will be rejected upon receipt subject to the ability to cure the deficiency as described in Section 8.6 below.

8.2 The Claims Administrator will develop and post an online version of the Claim Form (**Exhibit D**) that may be “certified” and submitted electronically.

8.3 An individual Settlement Class Member may contact the Claims Administrator before submitting a Claim Form to ask how many qualifying calls are shown for him or her on the Settlement Class Member Contact List. A Settlement Class Member may dispute the number of telephone calls associated with his or her telephone number or numbers by contacting the Claims Administrator to submit a dispute. Detailed instructions on how to submit a dispute regarding the number of qualifying calls will be provided on the Settlement Website, including in the long-form Settlement Class Notice (**Exhibit C**). The Claims Administrator may require individual Settlement Class Members to provide proof of their telephone calls to Defendant during the Class Period. All disputes must be submitted by the deadline to submit a claim; *provided, however*, that if an individual requests an extension of time to submit a dispute, the Claims Administrator shall review that request with Class Counsel and Counsel for Defendant and decide whether the request for additional time shall be granted and promptly shall communicate that decision to the Settlement Class Member making the request. The Claims Administrator shall make a final and binding resolution of any disputes submitted under this Section 8.3.

8.4 Each Settlement Class Member submitting a Claim Form will be required to provide a unique code. The code will be provided on the Postcard Notice and the Email Notice (**Exhibits A and B, respectively**). Settlement Class Members also may obtain the required code by contacting the Claims Administrator by telephone or email, as described in the notices and as posted on the Settlement Website.

8.5 In order to receive a share of the Net Settlement Fund, a Settlement Class Member must complete and timely submit a Claim Form, and that Claim Form must be validated by the Claims Administrator as provided in Section 8.7 below. Claim Forms must be postmarked or received electronically no later than 100 days after entry of the Court's order preliminarily approving the Class Action Settlement. That time period shall be referred to as the "Claim Period." Unless otherwise ordered by the Court or agreed upon by the Parties, any completed Claim Form that is received by the Claims Administrator and postmarked or received electronically after the end of the Claim Period shall not be accepted and processed. The Claims Administrator shall make a final and binding resolution of any disputes submitted under to this Section 8; *provided however*, that if a Settlement Class Member requests an extension of time to submit a claim form, the Claims Administrator shall review that request with Class Counsel and Counsel for Defendant, following which the Claims Administrator shall make the final decision whether the request for additional time shall be granted and promptly shall communicate that decision to the individual making the request.

8.6 If any Settlement Class Member timely submits a deficient Claim Form which deviates from the instructions embodied in the Claim Form, the Claims Administrator promptly shall mail a notice to that Settlement Class Member informing him or her of the deficiency and that he or she has 20 calendar days from the date of the notice (which shall be the date the notice is mailed) to cure the deficiency. The Claims Administrator shall make a final and binding resolution with regard to whether the deficiency has been timely cured. If the deficiency is not timely cured, the Settlement Class Member who submitted the deficient Claim Form shall not receive any portion of the Net Settlement Fund but shall remain a member of the Settlement Class whose rights and claims with respect to the issues raised in the Action are determined by the Court's

Final Approval Order and Judgment and by the other rulings in the Action. Thus, that Settlement Class Member's rights to pursue any claims covered by the Action shall be extinguished.

8.7 The Claims Administrator will determine the validity of each Claim Form by comparing the name and telephone number on the Claim Form against the names and telephone numbers on the Settlement Class Member Contact List, or by taking other reasonable steps approved by Settlement Class Counsel and Defense Counsel to determine whether the claim is valid. A Claim Form will not be valid unless (a) either it is completed properly and matches a telephone number on the Settlement Class Member Contact List or (b) counsel for the Parties otherwise agree to accept the claim as valid. If a Claim Form is submitted from two or more individuals asserting entitlement to payment arising from the same telephone call, the Claims Administrator shall make a reasonable investigation of the discrepancy (which may include contacting the claimants, Defendant and/or counsel for the Parties) to determine whether any or all of those submitted Claim Forms are valid. If the Claims Administrator receives any Claim Form that is invalid under this Section, the Claims Administrator will by letter (and by email if a valid email address is available) so notify the person who submitted the Claim Form and will set forth the reason(s) for its invalidity. The person who submitted the Claim Form shall have a 20-calendar-day period beginning on the date on which the person was sent notification of the reason(s) for the invalidity to cure the invalid Claim Form. The Claims Administrator shall notify Settlement Class Counsel and Defense Counsel whether the person who submitted the invalid Claim Form has, in its determination, timely cured the invalidity. In case of a dispute between claimants, Settlement Class Counsel and Defense Counsel thereafter promptly shall meet and confer to determine whether there is any reasonable means to resolve the dispute. If the Parties cannot resolve the dispute using reasonable efforts (which may include contacting the claimants,

Defendant and/or counsel for the Parties), the Claims Administrator shall make a final and binding resolution of the dispute, which may include a split of the payment between two claimants. If an invalidity is not timely cured, the person who submitted the invalid Claim Form shall not receive any portion of the Net Settlement Fund but shall, if he or she was a member of the Settlement Class, remain a member of the Settlement Class whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Approval Order and Judgment and by the other rulings in the Action. Thus, that Settlement Class Member's rights to pursue any claims covered by the Action shall be extinguished.

8.8 Settlement Class Members who submit timely and valid Claim Forms, as well as Settlement Class Members who timely cure their invalid or deficient Claim Forms, will be referred to as "Authorized Claimants." Unless the Parties otherwise agree or the Court otherwise directs, only Authorized Claimants will receive settlement payments under this Agreement.

8.9 Any Claim Form that has been approved by the Claims Administrator shall be deemed valid and the Settlement Class Member shall be deemed an Authorized Claimant.

8.10 Any Settlement Class Member who fails to submit a timely and valid Claim Form or fails to submit in writing a timely request for exclusion shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action will be finally adjudicated by the Court's order approving the Class Action Settlement, the Final Approval Order and Judgment, and any other relevant rulings in the Action. That Settlement Class Member's rights to pursue recovery from the Net Settlement Fund or otherwise will be extinguished.

9. Exclusion from the Settlement Class; Objections

9.1 Settlement Class Members will have until 100 days after entry of the Court's order preliminarily approving the Class Action Settlement to exclude themselves from the Settlement Class by sending a letter by first class mail to the Claims Administrator containing (1) the title of the Action; (2) the full name, address, and telephone number of the person requesting exclusion; (3) a statement that he or she requests exclusion from the Settlement Class; and (4) the telephone number(s) from which that person claims to have made a call covered by this Class Action Settlement. Settlement Class Members who timely opt out of the Class Action Settlement shall (a) have no right to receive any benefits from the Class Action Settlement; (b) not be bound by the terms of the Class Action Settlement; and (c) have no right to object to the terms of the Class Action Settlement or to be heard at the final fairness hearing. Opt-out letters must be submitted individually and cannot be made on behalf of a group of Settlement Class Members. Each letter must be signed by the Settlement Class Member who is opting out. Any such opt-out request must be made in accordance with the terms set forth in this Agreement and the Settlement Class Notice and will be timely only if postmarked no later than 100 calendar days after entry of the Court's order preliminarily approving the Class Action Settlement (the "Exclusion Period"). The delivery date is deemed to be the date on which the request for exclusion is deposited in the U.S. Mail as evidenced by the postmark. No later than seven calendar days after the end of the Exclusion Period, the Claims Administrator shall provide Settlement Class Counsel and Defense Counsel with a list of the Settlement Class Members who validly have opted out of the Settlement Class. Settlement Class Members cannot both object to and opt out of this settlement. Any Settlement Class Member who attempts both to object to and to opt out of this settlement will be deemed to have opted out and will forfeit the right to object to the settlement that is set forth in this Agreement

or any of its terms. If a Class Member returns both a valid and timely Claim Form and an opt-out request, the opt-out request shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of this Agreement.

9.2 Notwithstanding anything else in this Agreement, if more than 10% of the Settlement Class Members opt out, Defendant shall have the unilateral option to terminate this Agreement at its sole discretion and this Agreement shall be null and void and this settlement of no force and effect as described in Section 2.4 above. If Defendant elects to terminate this Agreement, it shall give notice of that termination in writing to Settlement Class Counsel no later than 10 business days after receiving the list of Settlement Class Members who have requested exclusion from the Settlement Class as described above. If Defendant terminates the Agreement under this Section 9.2, Defendant shall be obligated to pay the Claims Administrator for all costs and expenses incurred by the Claims Administrator to that date for work performed in connection with this Agreement.

9.3 The motion for preliminary approval will request that the Court order that any written objections to this Class Action Settlement must be submitted to the Claims Administrator no later than 100 calendar days after the Court's order granting preliminary approval to the settlement. The delivery date is deemed to be the date on which the objection is deposited in the U.S. Mail as evidenced by the postmark. Each written objection must include: (1) a heading containing the name and case number of the Action; (2) the Settlement Class Member's name and postal address; (3) a statement as to the basis of the objector's belief that he or she is a member of the Settlement Class; (4) a detailed statement of each objection, including, if available, the factual and legal basis for each objection; and (5) a statement of whether the Settlement Class Member intends to appear, either in person or through counsel, at the final approval hearing, and, if through

counsel, a statement identifying the counsel's name, postal address, telephone number, and email address.

10. Compensating Authorized Claimants

10.1 By no later than 50 days after the Settlement Effective Date, the Claims Administrator shall distribute proceeds from the Net Settlement Fund to each Authorized Claimant by way of a settlement check. No Authorized Claimant shall have any ownership right to the funds represented by the settlement check unless and until the Authorized Claimant cashes, negotiates or deposits that settlement check. The Claims Administrator will indicate on the check stub or check insert that the Authorized Claimant should consult his or her own tax advisor regarding the tax consequences of the settlement payment. If any check is returned to the Claims Administrator as undeliverable, the Claims Administrator will attempt to contact the Authorized Claimant by telephone or perform a skip trace to locate a current address and re-mail the check. Any settlement check not cashed, deposited or negotiated before the Check Void Date as defined in Section 3.6 above shall be deemed void, and Authorized Claimants with void settlement checks shall not be entitled to receive any payment under this Agreement. Any Authorized Claimant whose settlement check is deemed void under this Section nonetheless will have released any claims as provided in Section 11 of this Agreement. The funds represented by the face value (money amount) of all settlement checks that are deemed void shall be distributed to the Cy Pres Beneficiary or as otherwise ordered by the Court.

10.2 The Parties expect that the Claims Administrator shall make all disbursements from the Gross Settlement Amount and otherwise manage the Gross Settlement Amount. The Claims Administrator shall establish an email address and a toll-free telephone number for Settlement Class Members to call to ask questions about their claims. Additionally, the Claims Administrator

will communicate with Settlement Class Counsel and Defense Counsel on a regular basis regarding distributions and any issues arising from those distributions.

11. Release

11.1 Upon the Settlement Effective Date, the Settlement Class Representative and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of this Agreement and the Final Approval Order and Judgment shall have, fully, finally, irrevocably, and forever, released Farfetch.com US, LLC and its present and former officers, directors, members, managers, shareholders, agents, parents, subsidiaries, affiliates, insurers, operators, partners, joint ventures, franchisees, franchisors, consultants, attorneys, successors or assigns (collectively, the “Released Parties”) from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys’ fees, losses, or demands, whether known or unknown, in law or equity, existing or suspected or unsuspected, that relate to or arise out of the alleged recording, monitoring, or eavesdropping on telephone calls made to Defendant’s customer service telephone number ((646) 791-3768) at any time during the period from and including April 1, 2019 through August 3, 2020 (collectively, the “Released Claims”). The Released Claims include, but are not limited to, all potential claims reasonably related to or arising out of the same set of facts plead in the Complaint concerning the Released Parties’ violations of any law prohibiting or regulating the monitoring, recording or eavesdropping on telephone calls without the consent of all parties, including but not limited California Penal Code §§ 632, 632.7 and 637.2, during the Class Period. The Released Claims also include but are not limited to all claims under any other California or federal statute, code, rule or regulation that



regulates or restricts the monitoring or recording of or eavesdropping on telephone calls that are reasonably related to or arise from the same set of facts pled in the Complaint.

11.2 By operation of this Agreement, entry of the Final Approval Order and Judgment, and the Settlement Effective Date, and with regard to the Released Claims only, the Settlement Class Representative and each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, agree to and do waive, in connection with the Released Claims only, any and all provisions, rights and benefits, which they now have or in the future may be conferred to them by section 1542 of the California Civil Code (“Section 1542”) or any comparable statutory or common law provision of any other jurisdiction. Section 1542 reads as follows:

Certain Claims Not Affected by General Release: A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Although the releases granted under this Agreement are not general releases, the Settlement Class Representative, for himself and each Settlement Class Member, nonetheless expressly acknowledges that, to the extent permitted by law, he is waiving, in connection with and relating to the Released Claims only, the protections of Section 1542.

11.3 Except for proceedings to enforce the terms of this Agreement, upon the Settlement Effective Date, the Settlement Class Representative and each Settlement Class Member shall be deemed to have, and by operation of this Agreement and the Final Approval Order and Judgment, shall have agreed not to file, maintain, cause or knowingly permit the filing or maintenance of any lawsuit, administrative action, or other proceeding in any state, federal or foreign court, or before

any local, state, federal or administrative agency, or any other tribunal, that arises from or relates to any of the Released Claims.

12. Retention of Jurisdiction

12.1 The Parties agree that should the Court grant final approval of the Class Action Settlement and enter a Final Approval Order and Judgment, the Final Approval Order and Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties and all Settlement Class Members to enforce the terms of this Agreement and the Final Approval Order and Judgment.

13. No Admission of Liability

13.1 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, an acknowledgement or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever to any other party, or an acknowledgement or admission that the Action is appropriate for class treatment for any purpose other than this Agreement.

13.2 Neither this Agreement, nor any act performed or document executed under or in furtherance of this Agreement or the Class Action Settlement, is, may be deemed to be, or may be used as, an admission or evidence of the validity of any claim made by the Settlement Class Representative, Settlement Class Members, or Settlement Class Counsel.

14. Collateral Attack and Preclusive Effect

14.1 This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Settlement Class Notice after the Final Approval Order and

Judgment is entered. Such prohibited collateral attacks shall include, but are not limited to, claims that the procedures for notice and/or claims administration were incorrect, claims that the Settlement Class Member failed for any reason to receive timely notice of the procedure for submitting a Claim Form, or claims disputing the calculation of any Settlement Class Member's individual settlement amount.

14.2 Except as provided herein, neither the MOU, this Agreement, nor any of its terms shall be offered or used as evidence by any of the Parties, Settlement Class Members, or their respective counsel in the Action or in any other action or proceeding; provided, however, that nothing contained in this Section shall prevent this Agreement from being used, offered, or received in evidence in any proceedings to enforce, construe, or finalize the settlement and this Agreement, or from being used in defense of any claims released under the Agreement.

14.3 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement or to bring claims released under the Agreement. Any of the Released Parties may file this Agreement and/or the Final Approval Order and Judgment in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim or issue preclusion or similar defense or counterclaim in any court or administrative agency or other tribunal, and this Agreement shall be admissible for such purposes.

#### 15. Summary of Timeline

The proposed order granting preliminary approval of the settlement shall include the following timeline regarding settlement administration:

Last day for Defendant to provide the Claims Administrator with Settlement Class Member List and the number of California Area Code telephone calls that each unique telephone number made to Defendant's customer service telephone number ((646) 791-3768) during the Class Period	20 days after preliminary approval
Last day for Claims Administrator to publish Settlement Website	40 days after preliminary approval
Last day for Claims Administrator to mail and email the Settlement Class Notice to Settlement Class Members	40 days after preliminary approval
Last day for claims to be submitted electronically or postmarked by Settlement Class Members	100 days after preliminary approval
Last day for requests for exclusion from the settlement to be postmarked by Settlement Class Members	100 days after preliminary approval
Last day for Settlement Class Members to postmark objections to the settlement	100 days after preliminary approval
Last day for Settlement Class Counsel to file motion for final approval of settlement and motion for award of attorneys' fees, litigation costs, administration costs, and Settlement Class Representative's service award	110 days after preliminary approval
Hearing on motion for final approval of settlement and motion for Settlement Class Representative's service award, administration costs and application for attorneys' fees and costs	At least 130 days after preliminary approval

16. Taxes

16.1 Any person or entity that receives a distribution from the Gross Settlement Amount or Net Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Gross Settlement Amount or Net Settlement Fund. In no event shall Defendant or any of the other Released Parties have any responsibility or liability for taxes or tax-

related expenses arising in connection with the payment or distribution of the Gross Settlement Amount or Net Settlement Fund to the Settlement Class Representative, Settlement Class Members, Settlement Class Counsel, Claims Administrator, or any other person or entity.

17. Extensions of Time

17.1 Unless otherwise ordered by the Court, the Parties jointly may agree in writing to reasonable extensions of time to carry out any provisions of this Agreement.

18. Integration

18.1 This Agreement and its exhibits constitute a single, integrated written contract expressing the entire agreement of the Parties relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or that Party's legal counsel, are merged herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as provided herein. This Agreement may not be changed, altered or modified except in writing and signed by all Parties, and may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties.

19. Construction and Intent

19.1 This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Agreement has been negotiated at arms-length by parties of equal bargaining power, and drafted jointly by Settlement Class Counsel and Defense Counsel. Each of the Parties has had full opportunity to review and consider the contents of this Agreement, has read and fully understands the provisions of this Agreement, and has relied on the advice and representation of legal counsel of its own choosing. If a dispute arises with respect to this Agreement, no Party shall assert that any other Party is the drafter of this

Agreement or any part hereof for purposes of resolving ambiguities that may be contained herein. If any provision of this Agreement shall be deemed ambiguous, that provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Agreement or such provision hereof.

19.2 The Parties represent and agree that they have been advised to discuss this Agreement with an attorney, that they have carefully read and fully understand all provisions of this Agreement, that they are entering into this Agreement voluntarily and that they have the capacity to enter into this Agreement. Further, the Parties represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any of the Parties or any of the Parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

19.3 The various headings used in this Agreement are solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

19.4 The exhibits to this Agreement are integral parts of the Agreement and are incorporated into this Agreement as though fully set forth herein. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of the Agreement.

19.5 The Recitals are incorporated by this reference and are part of this Agreement.

## 20. Governing Law

20.1 The Agreement is entered into in California and shall be construed in accordance with, and be governed by, the law of the State of California, without regard to the principles thereof regarding choice of law.

21. Later Discovered Facts

21.1 The Parties acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Agreement and, even so, they agree that the Agreement, including without limitation the releases, waivers and agreements contained herein, shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. The Parties assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Agreement or with regard to any facts now unknown to the Parties relating thereto.

22. Cooperation

22.1 The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to obtain preliminary and final approval from the Court including doing all things reasonably necessary to protect and support the Agreement if an appeal is taken or any other form of judicial review is sought.

23. No Prior Assignments

23.1 The Parties hereto represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

24. Binding on Successors and Assigns

24.1 This Settlement Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.


25. Signatories

25.1 Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.


25.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. The Agreement may be executed by facsimile, scanned, email or DocuSign signature.

The foregoing is agreed to by the following:


12/21/2021

Dated: \_\_\_\_\_, 2021 By:  \_\_\_\_\_  
Nathan Walter

KELLER GROVER LLP

Dated: December 19, 2021 By:  \_\_\_\_\_  
Eric A. Grover  
Attorneys for Plaintiff and the Settlement Class

LAW OFFICES OF SCOT D. BERNSTEIN,  
A PROFESSIONAL CORPORATION

Dated: December 17 2021 By:  \_\_\_\_\_  
Scot Bernstein  
Attorneys for Plaintiff and the Settlement Class

GORDON REES SCULLY  
MANSUKHANI, LLP

Dated: \_\_\_\_\_, 2021 By: \_\_\_\_\_  
Louis Dorny  
Hannah Brown  
Attorneys for Defendant



25. Signatories

25.1 Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

25.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. The Agreement may be executed by facsimile, scanned, email or DocuSign signature.

The foregoing is agreed to by the following:

Dated: \_\_\_\_\_, 2021 By: \_\_\_\_\_  
Nathan Walter


KELLER GROVER LLP

Dated: \_\_\_\_\_, 2021 By: \_\_\_\_\_  
Eric A. Grover  
Attorneys for Plaintiff and the Settlement Class

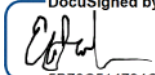
LAW OFFICES OF SCOT D. BERNSTEIN,  
A PROFESSIONAL CORPORATION

Dated: \_\_\_\_\_, 2021 By: \_\_\_\_\_  
Scot Bernstein  
Attorneys for Plaintiff and the Settlement Class

GORDON REES SCULLY  
MANSUKHANI, LLP

Dated: January 4, 2022 By:   
Louis Dorny  
Hannah Brown  
Attorneys for Defendant

Dated: 04-Jan-2022  
\_\_\_\_\_, 2021

DocuSigned by:  
  
By: \_\_\_\_\_  
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Farfetch.com US, LLC  
Name: Elliot Jordan  
Title : Chief Financial Officer