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Attorneys for Plaintiff
NATHAN WALTER

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

NATHAN WALTER, individually and on
behalf of a class of similarly situated
individuals,

Plaintiff,

vs.

FARFETCH.COM US, LLC; and DOES 1
through 100, inclusive

Defendants.

CASE NO. 30-2020-01139875-CU-BT-CXC

**STIPULATION RE SECTION 11.2 OF
THE SETTLEMENT AGREEMENT
AND RELEASE**

Date: December 30, 2022

Time: 1:30 p.m.

Dept.: CX103

Action filed: April 1, 2020

Plaintiff Nathan Walter ("Plaintiff"), individually and on behalf of a proposed class of
similarly situated individuals, and Defendant Farfetch.com US, LLC ("Defendant"), directly and
through their respective counsel of record, stipulate and agree as follows:

Gordon & Rees LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

1 WHEREAS, in a Minute Order dated September 8, 2022 related to Plaintiff's unopposed
2 Motion for Preliminary Approval, the Court expressed its position that it does not generally
3 approve limited C.C.P. Section 1542 releases in class settlements as they relate to class members,
4 which was present in Section 11.2 of the proposed Settlement Agreement.

5 WHEREAS, the parties are in agreement that the release language set forth in Section
6 11.1 of the Settlement Agreement and Release contains a full and complete release of the
7 Released Parties (as defined in the Settlement Agreement and Release) as to all Released Claims
8 (as defined in the Settlement Agreement and Release) for the time period from and including
9 April 1, 2019 through August 3, 2020 (i.e., the Class Period).

10 WHEREAS, the parties are in agreement that Section 11.2 of the Settlement Agreement
11 and Release can be considered eliminated from the Settlement Agreement and Release and the
12 Settlement Agreement and Release can be read and construed as if Section 11.2 is not part of the
13 Settlement Agreement and Release.

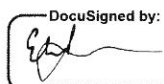
14 WHEREAS, the Court's September 8, 2022 Minute Order also asked the parties and
15 counsel to confirm they have no interest in, relationship with, or involvement in the operation of
16 the proposed cy pres beneficiary, Consumer Federation of California. By their signatures below,
17 the parties and counsel each confirm they have no interest in, relationship with, or involvement
18 in the operation of Consumer Federation of California.

19
20 **IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES, DIRECTLY**
21 **AND THROUGH THEIR RESPECTIVE COUNSEL OF RECORD, AS FOLLOWS:**

22 1. That Section 11.2 is no longer part of the Settlement Agreement and Release and
23 the Settlement Agreement and Release can be read and construed as if Section 11.2 is not part of
24 the Settlement Agreement and Release.

25
26 Dated: October ¹¹, 2022

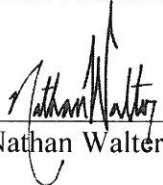
FARFETCH.COM US, LLC

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Dated: October 6, 2022

Elliot Jordan
Chief Financial Officer

By 
Nathan Walter

Dated: October __, 2022

GORDON REES SCULLY MANSUHKANI

By _____
Louis Dorny
Hannah Brown

Attorneys for Defendant
FARFETCH.COM US, LLC

Dated: October __, 2022

KELLER GROVER LLP

By _____
Eric A. Grover

Attorneys for Plaintiff
NATHAN WALTER

Dated: October __, 2022

LAW OFFICES OF SCOT D. BERNSTEIN,
A Professional Corporation

By _____
Scot Bernstein

Attorneys for Plaintiff
NATHAN WALTER

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275 Battery Street, Suite 2000
San Francisco, CA 94111

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Elliot Jordan
Chief Financial Officer

Dated: October __, 2022

By _____
Nathan Walter

Dated: October 6, 2022

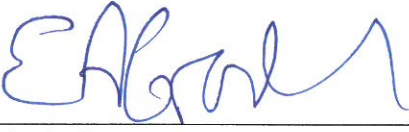
GORDON REES SCULLY MANSUHKANI

By  _____
Louis Dorny
Hannah Brown

Attorneys for Defendant
FARFETCH.COM US, LLC

Dated: October 7, 2022

KELLER GROVER LLP

By  _____
Eric A. Grover

Attorneys for Plaintiff
NATHAN WALTER

Dated: October __, 2022

LAW OFFICES OF SCOT D. BERNSTEIN,
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By _____
Scot Bernstein

Attorneys for Plaintiff
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Elliot Jordan
Chief Financial Officer

Dated: October __, 2022

By _____
Nathan Walter

Dated: October __, 2022

GORDON REES SCULLY MANSUHKANI

By _____
Louis Dorny
Hannah Brown

Attorneys for Defendant
FARFETCH.COM US, LLC

Dated: October __, 2022

KELLER GROVER LLP

By _____
Eric A. Grover

Attorneys for Plaintiff
NATHAN WALTER

Dated: October 6, 2022

LAW OFFICES OF SCOT D. BERNSTEIN,
A Professional Corporation

By  _____
Scot Bernstein

Attorneys for Plaintiff
NATHAN WALTER