

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

### THIS CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

(“*Agreement*”) is entered into by and between plaintiffs Farid Khan, Haya Hilton, and Olivia Lee, individually, and in their respective capacity on behalf of the Settlement Class (collectively “Plaintiffs”), on the one hand, and Defendants Boohoo Group PLC (“Boohoo Group”), Boohoo.com USA, Inc., Boohoo.com UK Limited (“Boohoo Defendants”), Prettylittlething.com USA, Inc., Prettylittlething.com Limited (“PLT Defendants”), NastyGal.com USA, Inc., and Nasty Gal Limited (“Nasty Gal Defendants”) (collectively “Defendants”), on the other hand, (collectively referred to as the “Parties” or singularly “Party”) to effect the Settlement set forth herein, subject to Court approval.

### RECITALS

- A. On April 9, 2020, Plaintiff Farid Khan filed a class action lawsuit in the United States District Court for the Central District of California (“District Court”) styled *Farid Khan v. Boohoo.com USA, Inc., et al.*, Case No. 2:20-cv-03332 GW (JEMx), as amended by a First Amended Class Action Complaint filed on May 29, 2020 and a Second Amended Class Action Complaint filed on August 7, 2020 (the “Khan Action”) against Boohoo Group and Boohoo Defendants on behalf of a class of all individuals in the United States, or alternatively, in California, who purchased one or more “boohoo” branded products from the websites <https://us.boohoo.com> and <https://www.boohooman.com/us/> or associated mobile phone applications (“Boohoo U.S. Websites”) between April 9, 2016, through the present at a purportedly discounted price and have not returned those purchases for a refund or store credit.
- B. On May 26, 2020, Plaintiff Haya Hilton filed a class action lawsuit in the District Court against Boohoo Group and PLT Defendants styled *Haya Hilton v. Prettylittlething.com USA Inc., et al.*, Case No.: 2:20-cv-004658 GW (JEMx), as amended by a First Amended Class Action Complaint filed on August 7, 2020 (the “Hilton Action”) on behalf of a class of all individuals in the United States, or alternatively, in California, who purchased one or more “PrettyLittleThing” products from the website <https://prettylittlething.us> or associated mobile phone application(s) (“PLT U.S. Website”) between May 19, 2016, through the present at a purportedly discounted price and have not received a refund or credit for those purchases.
- C. On May 26, 2020, Plaintiff Olivia Lee filed a class action lawsuit in the District Court against Boohoo Group and Nasty Gal Defendants styled *Olivia Lee v. NastyGal.com USA, Inc., et al.*, Case No.: 2:20-cv-004659 GW (JEMx), as amended by a First Amended Class Action Complaint filed on August 7, 2020 (the “Lee Action”) on behalf of a class of all individuals in the United States, or alternatively, in California, who purchased one or more “Nasty Gal” products from the website <https://nastygal.com> or associated mobile phone application(s) (“Nasty Gal U.S. Website”) between March 1, 2017, through the present at a purportedly discounted price and have not received a refund or credit for those purchases.
- D. On September 4, 2020, Defendants filed a motion to dismiss the Khan Action, Hilton Action, and the Lee Action. On November 16, 2020, the Court denied Defendants’ motion to dismiss.

- E. On November 30, 2020, the Court consolidated the Hilton Action and Lee Action with the Khan Action for pretrial purposes only (hereinafter the “Actions”).
- F. Between January 2021 and the present, the Parties have engaged in substantial written discovery on the Actions, including service of and responses to initial disclosures, requests for production, requests for admission, and interrogatories, the production and review of over 250 gigabytes of data comprised of over 546,000 pages of Bates-stamped documents in addition to voluminous native files, and depositions and interviews of Defendants’ witnesses. The Parties have also engaged in numerous contested discovery motions relating to these discovery requests.
- G. Plaintiffs’ counsel also consulted with numerous marketing and damages experts, and have been working with experienced experts for purposes of class certification and damages for trial. In addition, prior to initiating the Actions, Plaintiffs’ counsel conducted their own independent investigation of the facts and law surrounding this case, including, but not limited to, researching the applicable law and the potential defenses, and investigating the alleged unlawful practices in the Actions.
- H. On May 20, 21, 27 and June 1, 2021, the parties engaged in four, half-day remote mediation sessions in an effort to resolve the Actions with the Hon. Irma E. Gonzales (Ret.) of JAMS, Inc. While the Parties made progress regarding a possible framework for a settlement, a settlement was not reached at that time.
- I. On September 1, 2021, Plaintiffs’ and Defendants’ Counsel met in-person to discuss settlement. For two months, the Parties continued intense, almost daily settlement discussions, which ultimately resulted in a proposed resolution of the Actions, subject to Plaintiffs conducting deposition discovery and interviews of Defendants’ witnesses and memorialization of the settlement terms in a written Agreement.
- J. This agreement memorializes the terms of the Parties’ settlement, which is intended to fully and finally resolve the claims of the California class members and dismiss without prejudice the claims of the non-California class members.
- K. Plaintiffs and their counsel believe that the claims asserted in the Complaints in the Actions have merit. Defendants have denied, and continue to deny, any and all allegations of wrongdoing, liability or damages to any person whatsoever alleged in the Actions, and believe the claims asserted by Plaintiffs are wholly without merit. Nonetheless, the Parties have concluded that litigation could be protracted and expensive, and desire the Actions relating to the California class members to be fully and finally settled in the manner and upon the terms and conditions set forth herein in order to, among other things, limit further expense, inconvenience, and risk and to avoid the costs of litigation and trial and settle and dispose of, fully and completely and forever, any and all claims or causes of action alleged in the Actions relating to the California class members. The Parties also have considered the risks of continued litigation and the benefits of the proposed Agreement, and have considered the costs, risks, and delays associated with the prosecution of this complex and time-consuming litigation, as well as the likely appeals of any rulings in favor of either Plaintiffs or Defendants.
- L. Following final approval of the Settlement Agreement, Plaintiffs agree to dismiss the claims filed on behalf of the remaining non-California class members without prejudice.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants, hereby stipulate to the resolution of the Actions, subject to Court approval, under the following terms and conditions:

1. **DEFINITIONS.** In addition to the definitions included in the Recitals above, and in later sections of this Agreement, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized:
  - 1.1 As used herein, the term “**Settlement Administrator**” means a third-party settlement administrator to administer the notice, exclusions, objections, and settlement relief distribution process provided for in the Agreement. Plaintiffs shall choose and retain the Settlement Administrator and Defendants shall retain the right to audit and review the work of the Settlement Administrator. The Settlement Administrator must meet Defendants’ data security requirements, execute Exhibit A to the Protective Order in the Actions, and execute a retention agreement that includes data security requirements. The Settlement Administrator may be removed and replaced by agreement of the Parties or by order of the Court.
  - 1.2 As used herein, the term “**Settlement Administrator Costs**” means all costs of the Settlement Administrator, including, but not limited to, the cost of providing notice to the Settlement Class and administering the terms set forth in this Agreement related to the distribution of compensation to Settlement Class Members and tracking opt-out requests consistent with this Agreement. Defendants shall pay all Settlement Administrator Costs up to a maximum amount of \$350,000.00. Defendants shall retain the right to audit and review the Settlement Administrator Costs but shall not limit, dictate, or withhold payment for costs defined as Settlement Administrator Costs up to the above stated maximum amount.
  - 1.3 As used herein, the terms “**Settlement Class**” and “**Settlement Class Members**” mean the following:
    - 1.3.1 For the Khan Action, all individuals in California who made a purchase on the Boohoo U.S. Websites during the Class Period.
    - 1.3.2 For the Hilton Action, all individuals in California who made a purchase on the PLT U.S. Website during the Class Period.
    - 1.3.3 For the Lee Action, all individuals in California who made a purchase on the Nasty Gal U.S. Website during the Class Period.
  - 1.4 As used herein, the term “**Class List**” means the list of the names of the Settlement Class Members, the website(s) from which they made a Qualifying Purchase, their e-mail addresses, their phone numbers, and their physical mailing addresses (all to the extent known).

- 1.5 As used herein, the term “***Class Member ID***” means a unique identifying code assigned to each Settlement Class Member by the Settlement Administrator.
- 1.6 As used herein, the term “***Class Period***” means the following:
  - 1.6.1 For the Khan Action, from April 9, 2016, through the date Defendants make changes to their websites that are agreed upon by the Parties and approved by the Court in the Preliminary Approval Order.
  - 1.6.2 For the Hilton Action, from May 19, 2016, through the date Defendants make changes to their websites that are agreed upon by the Parties and approved by the Court in the Preliminary Approval Order.
  - 1.6.3 For the Lee Action, from March 1, 2017, through the date Defendants make changes to their websites that are agreed upon by the Parties and approved by the Court in the Preliminary Approval Order.
- 1.7 As used herein, the term “***Class Released Claims***” means all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, in law or equity, fixed or contingent, known or unknown, which Settlement Class Members have or may have, arising out of or relating to any of the acts, omissions or other conduct by Defendants alleged or otherwise referred to in the Complaints in the Actions. This Agreement does not bind any persons or class members outside of the Settlement Class Members as defined in Section 1.3.
- 1.8 As used herein, the term “***Class Releasors***” means all Settlement Class Members who do not timely and sufficiently request to be excluded from the proposed Settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives.
- 1.9 As used herein, the term “***Defendants***” or “***Released Parties***” means the named Defendants in the Actions and all direct and indirect subsidiaries, affiliates, parent companies, holding companies or other companies or business entities owned or controlled by any of the named Defendants in the Actions that are specifically related to the brands boohoo, boohooMan, PrettyLittleThing, and NastyGal. To the extent Defendant Boohoo Group PLC or any of its subsidiaries owns, operates, or otherwise controls any business entities that sell brands other than the brands listed above, those brands, companies, subsidiaries, and/or business entities are not included within the definition of “Defendants.”
- 1.10 As used herein, the term “***Defendants’ Counsel***” means the law firm of Eversheds Sutherland (US) LLP.
- 1.11 As used herein, the term “***Email Notice***” means the legal notice summarizing the proposed terms of this Agreement, as approved by Class Counsel, Defendants’ Counsel, and the Court, to be provided to Settlement Class Members under **Sections**

**3.2 through 3.4** of this Agreement via electronic mail. The Email Notice shall be substantially similar to the form attached as **Exhibit B**.

- 1.12** As used herein, the term “***Fairness Hearing***” means the final hearing(s) to be held by the Court to consider and determine whether the Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Agreement should be entered.
- 1.13** As used herein, the term “***Final Order and Judgment***” means the Court’s grant of final approval of the Agreement following the Fairness Hearing. The proposed Final Order and Judgment that Plaintiffs submit to the Court for its approval shall be substantially similar to the form attached as **Exhibit H**.
- 1.14** As used herein, the term “***Final Settlement Date***” means the date on which the latest of the following events occurs: (i) if there are no objections filed by any Settlement Class Member, the date the Court has entered the Final Order and Judgment; (ii) the expiration of the time for filing an appeal if there are any objections filed by any Settlement Class Member that were not voluntarily withdrawn or dismissed and no timely appeal has been filed; (iii) in the event that there are any objections that have been filed by any Settlement Class Member and an appeal or other effort to obtain review has been initiated, the date after any and all such appeals or other review(s) have been finally concluded or dismissed in favor of the Final Order and Judgment, any mandates have been returned to the Court, and the Final Order and Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for *certiorari*, or otherwise; or (iv) the withdrawal of the last objection to the Settlement.
- 1.15** As used herein, the term “***Full Notice***” means the full legal notice of the proposed Agreement terms, as approved by Class Counsel, Defendants’ counsel, and the Court, to be provided to Settlement Class Members under **Sections 3.2 through 3.4** of this Agreement. The Full Notice shall be substantially similar to the form attached as **Exhibit C**.
- 1.16** As used herein, the term “***Gift Card***” means a single-use Gift Card as further defined in Section 2.1(a).
- 1.17** As used herein, the term “***Named Plaintiffs***” means Plaintiffs Farid Khan, Haya Hilton, and Olivia Lee both in their individual capacities and as a representative of their respective Settlement Class.
- 1.18** As used herein, the terms “***Plaintiffs’ Counsel***” and “***Class Counsel***” mean Almadani Law and AI Law, PLC.
- 1.19** As used herein, the term “***Preliminary Approval Order***” means the order provisionally certifying the Settlement Class for settlement purposes only, approving and directing notice, and setting the Fairness Hearing. The proposed Preliminary

Approval Order that Plaintiffs submit to the Court for its approval shall be substantially similar to the form attached as **Exhibit A**.

**1.20** As used herein, the term “**Preliminary Fairness Hearing**” means the preliminary hearing(s) to be held by the Court to consider and determine whether the Agreement should be approved as fair, reasonable, and adequate, and whether the Preliminary Approval Order approving the Agreement should be entered.

**1.21** As used herein, the term “**Publication Notice**” means the legal notice summarizing the proposed Agreement terms, as approved by Class Counsel, Defendants’ Counsel, and the Court, to be provided to Settlement Class Members via publication in the Los Angeles Times digital edition once a week for four consecutive weeks pursuant California Civil Code Section 1781(d) and (e) and Government Code Section 6064. The Publication Notice shall be substantially similar to the form attached as **Exhibit D**.

**1.22** As used herein, the term “**Qualifying Purchase**” means the purchase of any product by a California resident from the Boohoo U.S. Websites, the PLT U.S. Website, or the Nasty Gal U.S. Website within the Class Period.

**1.23** As used herein, the term “**Settlement**” means the settlement of the Actions and related claims effectuated by this Agreement.

**1.24** As used herein, the term “**Settlement Website**” means the website that shall be created for settlement administration purposes and administered by the Settlement Administrator at a URL to be jointly approved by the Parties.

## **2. SETTLEMENT TERMS.**

**2.1 Award to the Class.** Each Settlement Class Member who does not timely opt out consistent with the terms of Section 3.9 herein, shall automatically receive one \$10.00 Gift Card for each of the Boohoo U.S. Websites, the PLT U.S. Website, or the Nasty Gal U.S. Website from which one or more Qualifying Purchases were made during the Class Period.

**(a) Characteristics of the Gift Cards.**

- i. *Value.* The Gift Card may be used for \$10.00 toward any purchase of merchandise on the U.S. website from which a Settlement Class Member made one or more Qualifying Purchases. For example, if a Settlement Class Member made one or more Qualifying Purchases on the PLT U.S. Website, then the Class Member will receive one Gift Card for use on the PLT U.S. Website only toward a purchase on that website. Customers of the boohooman.com/us/ website will receive a Gift Card for redemption on the us.boohoo.com website, which carries products for both

brands - BoohooMAN and Boohoo. Furthermore, consistent with the shipping and handling provision below, Settlement Class Members will also receive a waiver of Defendants' customary shipping and handling charges, which on average have historically amounted to \$7.28 per order across the U.S. Websites implicated in this Action during the class period, for an additional benefit to each class Member of \$7.28.

- ii. *No Requirement for Claim to be Filed.* There is no requirement for a claim to be filed as Settlement Class Members who do not timely opt out of the class settlement shall automatically receive a Gift Card by electronic means.
- iii. *No Expiration Date and No Reversion to Defendants.* The Gift Cards do not have an expiration date. Defendants shall not cancel the Gift Cards or revert the Gift Cards back to Defendants.
- iv. *No Minimum Purchase Requirement.* The Gift Cards will not have a minimum purchase requirement meaning that a customer need not make any minimum purchase in order to use a Gift Card. In other words, a Settlement Class Member may purchase any item or combination of items for up to \$10.00 in one transaction without incurring any out-of-pocket expense or use the \$10.00 toward an item or combination of items that is greater than \$10.00.
- v. *Multiple Gift Cards Permitted.* The Settlement Class Members for each set of Defendants shall be counted independently. For example, if a Settlement Class Member made a Qualifying Purchase during the Class Period from the Boohoo U.S. Websites, from the PLT U.S. Website, and from the Nasty Gal U.S. Website, that Settlement Class Member would be entitled to a total of three (3) Gift Cards. A Settlement Class Member may only receive one Gift Card per brand (with BoohooMAN and Boohoo counting as a single brand) and may only use the Gift Card on the website where the Qualifying Purchase was made. For example, a Gift Card issued for use on the PLT U.S. Website may only be used on the PLT U.S. Website and not be used on the Boohoo U.S. Websites, Nasty Gal U.S. Website, nor any other website owned or operated by Defendants or their subsidiaries.

- vi. *No Blackout Dates.* The Gift Cards can be used on any date; there are no blackout dates on which the Gift Cards cannot be used.
- vii. *No Restriction on Use with Other Offer or Promotion.* The Gift Cards shall not have any restrictions on use with other offers, discounts, or promotions.
- viii. *No Restriction on Transferability.* The Gift Cards will be freely transferable. Settlement Class Members who receive a Gift Card may give their Gift Card to someone else.
- ix. *Stackability Permitted.* The Gift Cards shall be fully stackable. To use more than one Gift Card on a single transaction, the Settlement Class Member or user must surrender the multiple Gift Cards to the Settlement Administrator to obtain a new Gift Card code in the total amount of the surrendered Gift Cards. The Settlement Administrator, together with Defendants, shall ensure that Settlement Class Members' ability to stack the gift cards is as seamless and instantaneous as possible, and not impeded in any way unless an investigation is triggered pursuant to the \$500 fraud-prevention-triggering limit identified below. Eight (8) years after entry of the Final Approval Order, Defendants shall assume the responsibility to stack the Gift Cards upon a Settlement Class Member's request made to Defendants' customer service department. Forty-five (45) days prior to the commencement of Defendants' assumption of this responsibility, the Settlement Administrator shall contact Defendants and make arrangements for a smooth transition.
- x. *Fraud and Commercial Activity Prevention on Stackability.* Because the Gift Cards are intended for personal use and because the Parties would like to prevent fraud, Defendants shall engage the Settlement Administrator to prevent the use of Gift Cards resulting from the accumulation of a substantial and unusually high number of Gift Cards through fraud or commercial activity. Defendants, however, may trigger a fraud or commercial activity investigation by the Settlement Administrator only where a transaction has a stacking value of \$500 or more. The administration of and decisions on the prohibitions on fraud or commercial activity shall be solely in the discretion of the Settlement Administrator with no interference from Defendants consistent with Section 3.7.



- xi. *Payment for Shipping and Handling Waived.* There will be no requirement for Settlement Class Members to pay any shipping charges when a Gift Card is used. However, because Defendants do not normally offer free shipping, and shipping charges are customarily applied by Defendants, Class Members will have one transaction to use a Gift Card. Any unused value would apply to shipping and handling that is otherwise waived. Therefore, if a Settlement Class Member uses a \$10 Gift Card to purchase product(s) for a total of \$10 before shipping and handling, all shipping and handling charges will be waived, and that Settlement Class Member would receive the item(s) without having to pay anything out of pocket. If, for example, the Settlement Class Member uses a \$10 Gift Card to purchase product(s) for a total of \$8 before shipping and handling, all shipping and handling charges except \$2 will be waived, and that Settlement Class Member would receive the item(s) without having to pay anything out of pocket. Finally, if, for example, the Settlement Class Member uses a \$10 Gift Card to purchase product(s) for a total of \$15 before shipping and handling, all shipping and handling charges will be waived, and that Settlement Class Member would receive the item(s) having paid \$5 out of pocket for the charges for the product(s) in excess of the \$10 Gift Card.
- xii. *No Fees.* There will be no fees on the Gift Card for inactivity or for any other reason.
- xiii. *No Cash Redemption But Replacement Allowed.* The Gift Cards are only redeemable for the purchase of merchandise on Defendants' websites, and shall not be redeemable for cash or new gift cards. However, lost Gift Card may be replaced upon request to the Settlement Administrator, pursuant to which the Settlement Administrator shall replace the Gift Card at no cost to the Settlement Class Member by emailing to the Settlement Class Member a duplicate copy of the Gift Card referenced in Section 2.2 below. Eight (8) years after entry of the Final Approval Order, Defendants shall assume the responsibility of Gift Card replacement at no cost to the Settlement Class Members by emailing to any Settlement Class Member a duplicate copy of the Gift Card referenced in Section 2.2 below upon the Settlement Class Member's request made to Defendants' customer service department. Forty-five (45) days prior to the commencement of Defendants' assumption of this responsibility, the Settlement

Administrator shall contact Defendants and make arrangements for a smooth transition.

**2.2 Distribution.** Each class member who does not elect to opt out shall automatically receive a Gift Card from Defendants with no requirement for a claim to be filed. The Gift Cards will be distributed according to the provisions in Section 3.4 below.

**2.3 Incentive Awards to Named Plaintiffs.** The Parties acknowledge that the Named Plaintiffs must move the Court for approval of any incentive award (the “Incentive Awards”) in recognition of their efforts and activities in furtherance of both the litigation and this Agreement. Each Named Plaintiff agrees they will not seek an Incentive Award of greater than \$5,000.00. Defendants agree not to oppose a request by Named Plaintiffs for such Incentive Awards. Named Plaintiffs further agree that, in any event, Defendants will not be obligated to pay any Incentive Award in excess of \$5,000.00 for each Named Plaintiff. Incentive Awards shall be payable to the Named Plaintiffs by Defendants, if approved by the Court within fourteen (14) calendar days after all of the following events have occurred: (a) the Final Settlement Date, and (b) each of the Named Plaintiffs have provided Defendants’ Counsel with a Form W-9 and payment instructions. No interest shall be paid on the Incentive Awards. The Parties represent that their negotiation of and agreement to the compensation paid to the Named Plaintiffs, subject to the Court’s approval, did not occur until after the substantive terms of this Agreement had been negotiated and agreed to in principle.

**2.4 Settlement Administrator Costs and Attorneys’ Fees and Costs.** The Parties acknowledge that there will be certain Settlement Administrator Costs associated with the Settlement, including the cost of providing notice to the Class and administering the terms set forth in this Agreement related to the distribution of compensation to Settlement Class Members and managing opt-out requests and objections consistent with this Agreement. The Parties also acknowledge that Plaintiffs will move the Court for approval of an award to Class Counsel for attorneys’ fees and costs.

**(a) Settlement Administrator Costs.** The parties agree that Defendants shall pay all costs associated with the Settlement Administrator up to \$350,000.00. Within ten (10) calendar days of the Court’s entry of the Preliminary Approval Order, Defendants shall make initial payment(s) to the Settlement Administrator necessary to effectuate the class notice provisions ordered by the Court. Class Counsel will ensure that the Settlement Administrator has supplied Defendants with its Form W-9 prior to the date payment is due. Defendants shall timely make additional payment(s) to the Settlement Administrator as those costs are incurred, and Defendants shall make final payment(s) to the Settlement Administrator after entry of the Final Approval Order. Payments to the Settlement Administrator shall be made by wire to the bank account identified by the Settlement Administrator. Any Settlement Administrator Costs in excess of \$350,000.00 shall be paid by Class Counsel. Defendants retain the right to audit and review the Settlement Administrator Costs. The Parties agree that

Defendants shall in no event be obligated to pay more than \$350,000.00 in total towards Settlement Administrator Costs. In the event that the Final Settlement Date does not occur, any amounts actually used by the Settlement Administrator for notice and administration shall not be refundable to Defendants and shall remain the responsibility of Defendants. If Defendants have paid for Settlement Administrator costs that the Settlement Administrator has not used or incurred, any such amounts shall be refunded to Defendants.

(b) Attorneys' Fees and Costs. The Parties agree that Class Counsel and any other attorney, law firm, expert, vendor, or other third party associated with Class Counsel shall seek an award of no more than \$4,750,000.00, in the aggregate, for fees and costs. Defendants agree not to oppose Class Counsel's request for attorneys' fees and costs in an amount that does not exceed \$4,750,000.00. If the Court approves this Agreement and an award of attorneys' fees and costs to Class Counsel, Defendants agree to pay the attorneys' fees and costs approved by the Court to Class Counsel upon the occurrence of all of the following: (a) the Final Settlement Date, and (b) Class Counsel's delivery to Defendants of a Form W-9 for Almadani Law and AI Law, PLC. Any such payment shall be made within fourteen (14) calendar days of the occurrence of the later of these events; such payment shall be made in one lump sum to the law firms of Almadani Law and AI Law, PLC, and shall be wired to a bank account identified by Class Counsel or as otherwise instructed by Class Counsel. No interest shall be paid on the attorneys' fees and costs award. The Parties represent that the amount of the attorneys' fees and costs to be requested by Class Counsel was negotiated at arm's-length, and only after agreement was reached on all substantive terms of the Settlement. The Parties agree that Defendants shall in no event be obligated to pay more than \$4,750,000.00, in total, towards attorneys' fees and costs, which does not include the Settlement Administrator Costs referenced in Section 2.4(a) above. Subject to approval by the Court, Class Counsel shall have control over and responsibility to distribute any payment of fees and costs to any other attorney, law firm, expert, vendor, or other third party associated with Class Counsel that may claim entitlement to fees and costs under this Settlement or as a result of the Actions.

**2.5 No Reversion in Class Counsel's Attorneys' Fees and Costs.** The parties agree that if the Court awards Class Counsel an amount for Class Counsel's Attorneys' Fees and Costs which is less than \$4,750,000.00, the difference between the amount awarded by the Court and \$4,750,000.00 will not revert back to Defendants, but shall instead be donated to a *cy pres* recipient organization, which would benefit the class or be specifically germane to the issues in the case. Plaintiffs propose that the funds be donated to the National Consumer Law Center (NCLC). Defendants propose that the funds be donated to the Better Business Bureau. The parties agree to allow the Court to select which of these two organizations should be the *cy pres* recipient of unawarded Attorneys' Fees and Costs, if any, or to divide the funds equally between the two organizations. If the Court finds that neither organization should receive the funds because it would not be beneficial to the class or would not

be specifically germane to the issues in the case, the Parties agree that said funds be donated to an organization independently chosen by the Court.

- 2.6 No Tax Advice.** Nothing in this Settlement, or statements made during the negotiation of its terms, shall constitute tax advice by Plaintiffs or Plaintiffs' Counsel or by Defendants or Defendants' Counsel. All parties are responsible to pay the taxes they would owe under the respective tax laws. For example, each Plaintiff and Settlement Class Member is solely responsible for any taxes, if any, on that particular Plaintiff or Settlement Class Member's recovery under this Settlement.
- 2.7 Release to All Settlement Class Members.** Upon entry of the Final Order and Judgment, Class Releasers shall be deemed to have fully, finally, and forever released and discharged all Class Released Claims against all Released Parties as set forth in the Final Order and Judgment. However, this Agreement does not bind any persons or class members outside of the Settlement Class Members as defined in Section 1.3.
- 2.8 Release by Named Plaintiffs.** In addition to the releases made by the Settlement Class Members set forth in **Sections 1.7 through 1.9** above, effective upon entry of the Final Order and Judgment, the Named Plaintiffs make the additional following general release of all past or present claims, known or unknown, relating to the Actions that are the subject of this Agreement, against the Released Parties. Upon entry of the Final Order and Judgment, the Named Plaintiffs, and each of their successors, assigns, legatees, heirs, and personal representatives release and forever discharge the Released Parties, from all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, relating to the Actions that are the subject of this Agreement, known or unknown, in law or equity, fixed or contingent.

In connection with the release of the Claims relating to the Actions that are the subject of this Agreement, the Parties shall be deemed to have expressly waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code § 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO 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.**

Each Party shall be deemed to have expressly waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, contingent or

non-contingent claim with respect to the Claims related to the Actions that are the subject of this Agreement, whether or not concealed or hidden, without regard to subsequent discovery or existence of different or additional facts.

Named Plaintiffs fully understand that the facts on which this Agreement is to be executed may be different from the facts now believed by Named Plaintiffs and Class Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agree that the Agreement will remain effective despite any difference in facts. Further, Named Plaintiffs agree that this waiver is an essential and material term of this release and this Agreement that underlies it and that without such waiver this Agreement would not have been accepted.

Defendants understand and agree that Plaintiffs will not release any current or future claims against Defendants that are not related to the Actions that are the subject of this Agreement.

**2.9 No Admission of Liability or Wrongdoing.** This Agreement reflects the Parties' compromise and resolution of disputed claims. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting Class certification) by any person, including Defendants, and shall not be offered or received in evidence or requested in discovery in these Actions or any other action or proceeding as evidence of an admission or concession. Defendants have denied and continue to deny each of the claims and contentions alleged by Plaintiffs in the Actions. Defendants have repeatedly asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Actions.

**2.10 Injunctive Relief.** No later than fourteen (14) days after the entry of the Preliminary Approval Order, Defendants agree to make the following changes to their marketing and advertising on the Boohoo U.S. Websites, PLT U.S. Website, and Nasty Gal U.S. Website.

**2.10.1 Compliance with the Law.** Defendants agree that their comparison pricing practices in California as of the date of this Agreement, and continuing forward, will not violate then-existing Federal or California law, including California's specific price-comparison advertising statutes and Federal Trade Commission ("FTC") regulations, including without limitation, the FTC Pricing Guides, 16 C.F.R. § 233.2. Defendants also agree that any comparison price to which Defendants refer in their price comparison advertising in California will comply and be consistent with the terms of this Agreement. To the extent that Defendants choose to engage in comparative value advertising as contemplated by the Federal Trade Commission Guideline 16 C.F.R. § 233.2, Defendants shall either base comparison prices on the actual retail prices at which substantial sales of similar items are being made in the

relevant market or, if Defendants choose to use their own opinion of the value of their products as a comparison price, then they must clearly and conspicuously inform their customers in compliance with and consistent with the terms of this Agreement.

**2.10.2 Change in Practices.** Defendants agree to make the following changes to the Boohoo U.S. Websites, the PLT U.S. Website, and the Nasty Gal U.S. Website directed to customers in California:

(a) For any product advertised on the Boohoo U.S. Websites, the PLT U.S. Website, and the Nasty Gal U.S. Website whose price is available for sale at a discount or markdown from its original price or full price, whether via an automatically applied sitewide discount or promotion, a sitewide discount or promotion applied via an advertised promotion or coupon code, an “up to” a certain percentage off promotion, via a markdown by virtue of the product being in a “Sale” category, or for any other discount or promotion off of the price reflecting Defendants’ opinion of the full retail value, Defendants agree to change the product display pages for each such product display page on their U.S. Websites to include a Pricing Policy disclaimer box in a format consistent with the examples attached as **Exhibit G**. The Pricing Policy disclaimer box shall be conspicuously displayed at all times on each such product page and shall not be in hidden click-to-reveal form. The Pricing Policy disclaimer box shall also contain an asterisk (\*) at the beginning of the heading displaying the Pricing Policy disclaimer.

(b) The language in the Pricing Policy disclaimer box will be the following:

*Our percentage off promotions, discounts, or sale markdowns are customarily based on our own opinion of the value of this product, which is not intended to reflect a former price at which this product has sold in the recent past. This amount represents our opinion of the full retail value of this product today based on our own assessment after considering a number of factors.*

*That’s why before checking out, it’s important you acknowledge that you understand this. Cool with that? Great, happy shopping!*

(c) Any product advertised on the Boohoo U.S. Websites, the PLT U.S. Website, and the Nasty Gal U.S. Website whose price is available for sale at a discount or markdown from its original price or full price, whether via an automatically applied sitewide discount or promotion, a sitewide discount or promotion applied via an advertised promotion or coupon code, an “up to” a certain percentage off promotion, via a markdown by virtue of the product being in a “Sale” category, or for any other discount or promotion off of the price reflecting Defendants’ opinion of the full retail value, shall have an asterisk (\*) displayed next to the original price or full price in order to draw the attention of customers visiting the page to read the Pricing Policy disclaimer.

(d) Any time that products are advertised on the Boohoo U.S. Websites, the PLT U.S. Website, and the Nasty Gal U.S. Website for sale at a discount or markdown from their original price or full price, whether via an automatically applied sitewide discount or promotion, a sitewide discount or promotion applied via an advertised promotion or coupon code, an “up to” a certain percentage off promotion, via a markdown by virtue of the product being in a “Sale” category, or for any other discount or promotion off of the price reflecting Defendants’ opinion of the full retail value, Defendants agree to clearly and conspicuously display the following Pricing Policy disclaimer language: (i) on their “Landing Pages” and product display pages advertising such promotion(s), discounts, or sales available for that day, or (ii) on any e-mails advertising such promotions, discounts, or sales available on the U.S. Websites sent to U.S. customers and e-mail subscribers:

*Discounts may not be based on former prices. See pricing policy.*

Landing Pages are the respective homepages of the Boohoo U.S. Websites, the PLT U.S. Website, and the Nasty Gal U.S. Website, as well as any and all pages that a customer may initially land on upon clicking a link (not on the Boohoo U.S. Websites, the PLT U.S. Website, and the Nasty Gal U.S. Website) advertising a sale or promotion as defined in the preceding paragraph (e.g., a link in an online advertisement or on social media).

The language “*See Pricing Policy*” shall have a hyperlink that takes the customer directly to the Pricing Policy disclaimer in the terms and conditions for the Boohoo U.S. Websites, the PLT U.S. Website, and the Nasty Gal U.S. Website.

(e) The Pricing Policy language displayed on the product pages will also be added to the terms and conditions for the Boohoo U.S. Websites, the PLT U.S. Website, and the Nasty Gal U.S. Website.

(f) Defendants agree to summarize the changes to the U.S. Websites in each of the forms of Class Notice described below in Section 3.4.

(g) Defendants shall operate their U.S. Websites consistent with the provisions in Section 2.10 and agree to make the changes reflected above in a format consistent with the examples attached as **Exhibit G**.

(h) Defendants may modify or make design, template, layout, stylistic, content or any other changes to the Boohoo U.S. Websites, the PLT U.S. Website, and the Nasty Gal U.S. Website as needed, provided that the changes comport with the terms of this Settlement Agreement. As long as modifications comport with the terms of this Settlement Agreement, such modifications may be made by Defendants in their own discretion and without Court approval.

### 3. CLASS NOTICE AND CLAIMS PROCEDURES.

**3.1 Cooperation to Obtain Court Approval.** The Parties will individually and jointly take all reasonable steps necessary to secure the Court's approval of this Agreement as provided in this Section.

**3.2 Preliminary Approval and Provisional Class Certification.** Plaintiffs shall file their motion for preliminary approval as soon as reasonably possible and no later than the deadline set by the Court. The motion shall request that the Court:

- (a) preliminarily approve this Agreement as fair, adequate, and reasonable;
- (b) approve the form, manner, and content of the Full Notice, Email Notice, Postcard Notice, and Publication Notice described in **Section 3.4** of this Agreement, and attached as **Exhibits B through E**;
- (c) set deadlines for the filing of objections to, and exclusions from, the Settlement, for the filing of a motion for final approval of the Settlement and for fees and costs and Incentive Awards for the Named Plaintiffs, and to schedule the date of the Fairness Hearing, consistent with the following:
  - a. Deadline for Settlement Administrator to send Email Notice to Settlement Class Members: Sixty (60) calendar days following the Court's issuance of the Preliminary Approval Order (Postcard Notice to be sent thereafter, as necessary, consistent with section 3.4(c) of this Agreement);
  - b. Deadline for Settlement Administrator to commence Publication Notice: Thirty (30) calendar days following the Court's issuance of the Preliminary Approval Order;
  - c. Deadline for mailing objections to the Clerk of the Court and counsel for the Parties: Forty-five (45) calendar days from the date on which the Settlement Administrator disseminates Email Notice of the Preliminary Approval Order (hereafter, the "Objection Deadline");
  - d. Deadline for Opting Out: Forty-five (45) calendar days from the date on which the Settlement Administrator disseminates Email Notice of the Preliminary Approval Order (hereafter, the "Exclusion Deadline");
  - e. Deadline for Settlement Administrator to serve on Class Counsel and Defendants' Counsel a list of Class Members who have timely and validly excluded themselves from the Settlement Class: Ten (10) calendar days after objection/opt-out deadline (Class Counsel shall file this list with the Court at or before the Final Approval Hearing);
  - f. Deadline for filing motion for final approval and for attorneys' fees, costs, and individual incentive awards for the Named Plaintiffs: No later



than fourteen (14) calendar days before the deadline for Class Members to submit objections to the Settlement or to opt out of the Settlement;

- g. Deadline for Class Counsel and/or Defendants to respond to any objection: no later than seven (7) days prior to the Final Approval Hearing (Class Counsel and/or Defendants have the right, but not the obligation, to respond);
  - h. Date of Fairness Hearing: At least 133 calendar days following the Court's issuance of the Preliminary Approval Order;
- (d) provisionally certify the Class under Federal Rule of Civil Procedure 23 for Settlement purposes only;
- (e) stay all proceedings in the Actions until the Court renders a final decision on approval of the Agreement and sets a briefing schedule for the papers in support of the Final Order;
- (f) conditionally appoint Named Plaintiffs as the Class Representatives for Settlement purposes only;
- (g) conditionally appoint the law firms of Almadani Law and AI Law, PLC as Class Counsel for Settlement purposes only; and
- (h) enter the Preliminary Approval Order, which shall be substantially similar to the form attached as **Exhibit A**. Defendants shall not oppose the motion for preliminary approval, but shall be permitted, although not required, to file their own brief or statement of non-opposition in support of the Preliminary Approval Order.

**3.3 CAFA Notice.** Defendants' Counsel, with the assistance of the Settlement Administrator, will comply with the notice provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, including without limitation by serving the required documents on the Attorney General of the United States and the Attorney General for the State of California, and will provide the required notice within 10 days after the proposed settlement is filed in Court and at least 90 days before final approval is granted.

**3.4 Class Notice.** Subject to the Court entering the Preliminary Approval Order, the Parties agree that Defendants, through the retained Settlement Administrator, will provide the Class with notice of the proposed Agreement by the following methods.

- (a) **Settlement Website.** The Settlement Administrator will post the Full Notice on an Internet website ("Internet Posting") specifically created for the Settlement. The Full Notice shall be substantially similar to the form attached as **Exhibit C**. The Internet Posting will also contain the operative Complaints for each of the Actions, Agreement, and Preliminary Approval Order. The Internet Posting shall be operative starting on or before twenty-one (21) calendar days after entry of the Preliminary

Approval Order. The Internet Posting shall remain active at least until the Final Settlement Date.

**(b) Email Notice.** Defendants and the Settlement Administrator shall use reasonable efforts to identify their customers who made a Qualifying Purchase who may be Settlement Class Members and for whom an email address can be determined from Defendants' records or other sources available to the Settlement Administrator. The Settlement Administrator will send an Email Notice to those Settlement Class Members for whom Defendants have, or the Settlement Administrator can find, an email address. The Email Notice shall be substantially similar to the form attached as **Exhibit B**, and will provide the web address of the Settlement Website with a live, clickable, user-friendly link, as well as an email and mailing address to contact the Settlement Administrator. The Settlement Administrator will provide the Email Notice within sixty (60) calendar days after entry of the Preliminary Approval Order. The Email Notice shall include a disclaimer stating that the email is a legal communication being sent pursuant to a court order and is not being sent by or on behalf of Defendants.

**(c) Postcard Notice.** Only after it has attempted to disseminate the First Email Notice, the Settlement Administrator shall disseminate by regular U.S. mail a Postcard Notice to all Settlement Class Members for whom the Settlement Administrator is unable to identify an email address or for whom the Settlement Administrator has determined through industry standard technologies, practices, and methods that the email address(es) it has available to it are not active or working, or have likely not received the Email Notice. The content of the Postcard Notice shall be consistent with the provisions in this Section, informing the Settlement Class Member that a Gift Card has been awarded to that Class Member and will be automatically distributed to her/him via email to an email address provided by the Class Member unless the Class Member timely opts out. The Postcard Notice will be substantially similar to the form attached as **Exhibit E**, and shall provide the web address of the Settlement Website, as well as an email and mailing address to contact the Settlement Administrator. The Settlement Administrator shall provide the Postcard Notice as soon as reasonably feasible after determining that Postcard Notice is necessary. The costs of the Postcard Notice will be paid from the Settlement Administrator Costs. Any Settlement Class Member who receives Postcard Notice must provide to the Settlement Administrator a valid email address where the Gift Card may be received electronically as described in this Section. The Settlement Administrator shall provide for Settlement Class Members noticed via postcard a simple, user-friendly form on the Settlement Website where such Class Members can enter the email address at which the Gift Card would be received. The Postcard Notice shall include a disclaimer stating that the email is a legal communication being sent pursuant to a court order and is not being sent by or on behalf of Defendants.

(d) **Publication Notice.** The Settlement Administrator will publish a Publication Notice on the internet pursuant to Section 1.21. This Publication Notice will be substantially similar to the form attached as **Exhibit D**, and will provide the web address of the Settlement Website with a live, clickable, user-friendly link, as well as an email and mailing address to contact the Settlement Administrator.

(e) **Distribution of Gift Cards.** Within twenty-one (21) calendar days of Final Approval of the Class Settlement by the Court, the Settlement Administrator shall electronically distribute the Gift Cards, substantially in the form attached as **Exhibits F and I**, to all Settlement Class Members who have not timely opted out as follows. For the Class Members that did not require Postcard Notice, the Gift Cards shall be distributed via email to the respective email addresses on file with the Class Administrator. For the Class Members that required Postcard Notice, the Gift Cards shall be distributed via email to the respective email addresses provided to the Settlement Administrator by the Postcard Notice recipients. Each Gift Card will contain a unique code or link by which the Gift Card, including the shipping and handling waiver, shall be seamlessly applied to a purchase.

(f) **Social Media Reminder to Use the Gift Cards by Settlement Administrator.** Within three (3) business days of final approval of the Settlement Agreement, Defendant shall provide the Settlement Administrator with content for a social media campaign designed to advertise the Class Settlement and provide reminders to Settlement Class Members to use their Gift Cards. This content for the social media campaign will be substantially similar to the form attached as **Exhibit J**. The Settlement Administrator will be responsible for this social media campaign and will design the program to maximize exposure to class as to timing of any posts and location on any particular social media platform. The Social Media campaign shall be designed and executed in a manner to ensure that the Settlement Administrator's total cost does not exceed \$350,000.00.

(g) **Notice on Defendants' Landing Pages, i.e., "In-Store" of Distribution of Gift Cards.** Within one (1) week of distribution of the Gift Cards following Final Approval, Defendants shall conspicuously display the following notice on each of the subject U.S. Websites' landing pages for a period of sixty (60) days: "Class Action Settlement: Check Your Email for \$10 Gift Cards Plus Complimentary Shipping on Any Purchase. Click here for additional information: [Live Link to Settlement Website]."

(h) **Defendants' Marketing Campaign.** Subject to Court approval and in addition to any Court-ordered notifications, Defendants shall send at least four (4) marketing emails to its U.S. customers who have not opted out of receiving marketing emails to remind the customers about the Gift Cards every forty-five (45) calendar days within the first six months of the Gift Cards being distributed to Settlement Class Members. Defendants shall send the marketing emails on or about

the following schedule: the 45<sup>th</sup> Day, the 90<sup>th</sup> Day, the 135<sup>th</sup> Day, and the 180<sup>th</sup> Day after distribution of the Gift Cards by the Settlement Administrator.

- 3.5 Proof of Notice.** No later than thirty (30) calendar days before the deadline for Plaintiffs to file their brief in support of the Final Order and Judgment, the Settlement Administrator will serve upon Class Counsel a declaration confirming that notice to the Settlement Class has been provided in accordance with this Agreement and shall identify the total number of Settlement Class Members that have not opted out and the total number of Gift Cards that will be distributed to Settlement Class Members taking into account the fact that certain Class Members may receive more than one Gift Card. Class Counsel will file such declaration with the Court.
- 3.6 Claims Procedure.** Settlement Class Members are not required to submit a claims form in order to receive a Gift Card. Instead, the Gift Cards shall be distributed automatically to all Settlement Class Members who have not timely opted out of the Settlement.
- 3.7 Fraud and Commercial Activity Prevention.** Since the Gift Cards are intended for personal use and because the Parties want to prevent and avoid fraud in the use of the Gift Cards, Defendants shall engage the Settlement Administrator to prevent the use of Gift Cards resulting from the accumulation of a substantial and unusually high number of Gift Cards through fraud or commercial activity. Defendants, however, may trigger a fraud or commercial activity investigation by the Settlement Administrator only where a transaction has a stacking value of \$500 or more. An investigation will be triggered on each occasion that a request is made that Gift Cards totaling \$500.00 or more be stacked. The administration of and decisions on the prohibitions on fraud or commercial activity shall be final and unappealable and shall be solely in the discretion of the Settlement Administrator with no interference from Defendants or any Party. The Settlement Administrator, together with Defendants, shall ensure that Settlement Class Members' ability to stack the Gift Cards is as seamless and instantaneous as possible, and not impeded in any way unless an investigation is triggered pursuant to the \$500.00 triggering limit identified above. The Settlement Administrator shall provide notice via email to Class Counsel and Defendant's Counsel within one business day regarding the initiation of any such investigation. To the extent requested by the Settlement Administrator, Class Counsel and Defendants' Counsel will cooperate and provide information in connection with any such investigation.
- 3.8 Objections.** Any Settlement Class Member who has not submitted a timely written exclusion request pursuant to **Sections 3.2 and 3.9** of this Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement contemplated in this Agreement, may elect to object to this Agreement by delivering via U.S. Mail, FedEx, or UPS a timely written objection to the Court, Settlement Class Counsel, and Defendants' Counsel, consistent with the Objection Deadline set forth in Section 3.2.

- (a) To be timely, a written objection to the Settlement contemplated in this Agreement must be submitted no later than the Objection Deadline. The submission date is deemed to be the date the objection is deposited in the U.S. Mail, FedEx, or UPS as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Court, Class Counsel, and Defendants' Counsel. The Court shall not accept untimely objections.
- (b) Any written objection to the Settlement contemplated in this Agreement must be made individually (no group or class objections will be accepted) and must contain: (1) the name and case number of the Action to which the Class Member is objecting; (2) the Settlement Class Member's full name, address, telephone number, and Class Member ID; (3) the words "Notice of Objection" or "Formal Objection"; (4) in clear and concise terms, *all* legal and factual arguments supporting the objection, including supporting documentation; (5) facts supporting the person's status as a Settlement Class Member (e.g., either any unique identifier included by the Settlement Administrator in his/her notice, or the date and location of his/her relevant purchases, including supporting documentation); (6) the Settlement Class Member's signature and the date; and (7) the following language immediately above the Settlement Class Member's signature and date: "I declare under penalty of perjury under the laws of the United States of America that the foregoing statements regarding Class Membership are true and correct to the best of my knowledge." Settlement Class Members who fail to make objections in this manner will be deemed to have waived any objections and will be foreclosed from making any objections (whether by a subsequent objection, intervention, appeal, or any other process) to this Agreement. Arguments not raised in the written objections shall be deemed intentionally waived.
- (c) Settlement Class Members have the option, but not the obligation, to appear at the Fairness Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to this Settlement Agreement. However, Settlement Class Members (with or without counsel) intending to make an appearance at the Fairness Hearing must so inform the Parties and the Court on or before the Objection Deadline by providing a "Notice of Intention to Appear" to the Court, Class Counsel, and Defendants' Counsel. Furthermore, no objector shall be permitted to argue any grounds for objection that are not clearly and timely stated in their corresponding written objection and all such untimely grounds shall be deemed waived.

**3.9 Opting Out of the Class.** Settlement Class Members may elect to opt out, that is, to not to be part of the Class and not to be bound by this Agreement. To make this election, for each of the three lawsuits for which a person is a Settlement Class Member, the Settlement Class Member must send a signed letter or postcard to the Settlement Administrator, consistent with the Exclusion Deadline set forth in Section 3.2, stating: (a) the name and case number of the Action from which the

Settlement Class Member seeks to be excluded; (b) the full name, email address, physical address, telephone number, and Class Member ID of the person requesting exclusion; and (c) a signed statement that the Settlement Class Member is a legitimate Settlement Class Member in the referenced Action and does not wish to participate in the Settlement of that Action, postmarked no later than the Exclusion Deadline. The Settlement Administrator must serve on Class Counsel and Defendants' Counsel a list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class within twenty-one (21) calendar days after the Exclusion Deadline.

**3.10 Final Order and Judgment.** At least thirty-five (35) days before the Fairness Hearing or as otherwise ordered by the Court, Plaintiffs must apply to the Court for entry of Final Order and Judgment. Such an order shall be substantially similar to the form attached as **Exhibit H**. Class Counsel shall draft the motion papers, and Defendants' Counsel will not oppose the motion. Defendants shall be permitted, but not required, to file their own brief or statement of non-opposition in support of the Final Order and Judgment.

**3.11 Judgment and Enforcement.** The Parties agree that if the Court grants final approval of the proposed Agreement and enters Final Order and Judgment, the Final Order and Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Agreement.

**3.12 Defendants to Provide Class List.** Defendants shall provide the Class List to Class Counsel and the Settlement Administrator within thirty (30) days of the Preliminary Approval Order for the notices identified in Section 3.4 to be timely disseminated. Defendants and Plaintiffs agree that all Class List information shall be treated as highly confidential proprietary information, and that the contents of the Class List shall not be shared with third parties other than the Settlement Administrator and that the Settlement Administrator and its agents, affiliates and/or subcontractor (if any) shall be required to strictly preserve the confidentiality of the Class List.

#### **4. TERMINATION OF THE AGREEMENT.**

**4.1 Right to Terminate Agreement for Either Party.** Either Party has the right to terminate and withdraw from this Agreement at any time prior to the Final Fairness Hearing if (a) there is a change in the law from the United States Congress, the United States Supreme Court, or the United States Court of Appeals for the Ninth Circuit, that materially changes the legal criteria by which the validity of this Settlement, any individual provision of this Settlement, or the value provided to Settlement Class Members by this Settlement is required to be reviewed, evaluated, or assessed, or (b) the Court makes an order materially inconsistent with the terms of this Agreement (except for an order reducing the Attorneys' Fee award or the Plaintiffs' individual Incentive Awards). Materiality shall be decided by the Court upon the Parties' right to submit briefing on the issue with a limit of no more than ten (10) pages per side. Class Counsel retain their right to appeal any decision by the Court regarding the Attorneys' Fees and Costs or Incentive Payments.

**4.2 Defendants' Right to Terminate for Opt-Outs.** Defendants have the option, but not the obligation, to terminate this Agreement if more than three thousand (3,000) of the proposed Settlement Class Members elect to opt out from the Class.

**4.3 Effect of Settlement if Agreement is Not Approved.** This Agreement was entered into only for the purpose of Settlement of the Actions. With the exception of Section 2.4(a), in the event that this Agreement is Terminated by either Party, the Court conditions its entry of either the Preliminary Approval Order or the Final Order and Judgment on any material modifications of this Agreement that are not acceptable to all Parties, if the Court does not approve this Agreement or enter the Final Order and Judgment, or if the Final Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions *status quo ante*, as if this Agreement was never executed. In that event: (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms; (b) the Action will revert to the status that existed before the Plaintiffs filed their motion for approval of the Preliminary Approval Order; and (c) no term or draft of this Agreement, or any part of the Parties' Settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Actions or any other proceeding. If the Court does not approve this Agreement or enter the Final Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, Plaintiffs shall retain all their rights to prosecute the Actions as class actions and Defendants shall retain all their rights to object to the maintenance of the Actions as class actions, and nothing in this Agreement or other papers or proceedings related to this Agreement shall be used as evidence or argument by any Party concerning whether the Actions may properly be maintained as a class action provided however, that Defendants will nonetheless bear any Settlement Administration Costs in accordance with Section 2.4(a).

## **5. ADDITIONAL PROVISIONS.**

**5.1 Court Approval.** All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be modified by the Court, subject to notice requirements to the Settlement Class that the Court may impose.

**5.2 Fair, Adequate, and Reasonable Agreement.** The Parties agree this Agreement and Settlement reflected herein is fair, adequate, and reasonable and this Agreement was the result of extensive informed, intense, non-collusive, and arms-length negotiations, taking into account all relevant factors, present and potential.

**5.3 Real Parties in Interest.** In executing this Agreement, the Parties warrant and represent that except as provided herein, neither the claims or causes of action released herein nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

- 5.4 Voluntary Agreement.** This Agreement is being executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.
- 5.5 Binding on Successors.** This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.
- 5.6 Parties Represented by Counsel.** The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.
- 5.7 Authorization.** Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.
- 5.8 Severability.** If any provision or any part of this Agreement thereof shall at any time be held unlawful, or inconsistent with applicable law, in whole or in part, under any federal, state, county, municipal or other law, ruling, or regulation, then the remaining provisions of this Agreement shall remain effective and enforceable.
- 5.9 Entire Agreement.** This Agreement, and the exhibits thereto, contain(s) the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Actions. This Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement.
- 5.10 Construction and Interpretation.** Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.
- 5.11 Headings and Formatting of Definitions.** The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Similarly, bolding and italicizing of definitional words and phrases is 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 scope of this Agreement.



**5.12 Exhibits.** The exhibits to this Agreement are integral parts of the Agreement, and are hereby incorporated and made a part of this Agreement, as though fully set forth in the Agreement.

**5.13 Modifications and Amendments.** No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

**5.14 Governing Law.** This Agreement is entered into in accordance with the laws of the State of California, and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

**5.15 Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

**5.16 Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

**5.17 Cooperation of the Parties.** 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 contained herein and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement. Specifically, the Parties agree to prepare and execute all documents, to seek Court approvals, defend Court approvals, and to do all things reasonably necessary to complete the Settlement described herein. Further, the Parties will comply in good faith with the terms and conditions of this Agreement. Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Class Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

**5.18 Execution Date.** This Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

**5.19 Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation, effectuation, implementation, and enforcement of this Agreement.

**5.20 Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

**5.21 Recitals.** The Recitals are incorporated by this reference, and are part of this Agreement.

**5.22 Inadmissibility.** This Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to it are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, this Agreement shall not be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

**5.23 Notices.** Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and e-mailed, delivered personally, or sent by registered or certified mail, postage prepaid, if to Defendants to the attention of Defendants' Counsel, and if to Settlement Class Members to the attention of Class Counsel on their behalf.

**5.24 List of Exhibits.** The Following exhibits are attached to this Agreement:

**Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order**

**Exhibit B: Email Notice**

**Exhibit C: Full Notice**

**Exhibit D: Publication Notice**

**Exhibit E: Postcard Notice**

**Exhibit F: Gift Card Exemplars**

**Exhibit G: Pricing Policy Disclaimers Exemplars (Product Page, Landing Page, Advertisement) for the Boohoo U.S. Websites**

**Exhibit H: [Proposed] Final Order and Judgment**

**Exhibit I: Notice of Distribution of Gift Cards**

**Exhibit J: Social Media Campaign Advertisement**

**AGREED TO AND EXECUTED BY:**

Dated: May 20, 2022



Farid Khan

*Plaintiff and Class Representative  
Boohoo/BoohooMAN Action*

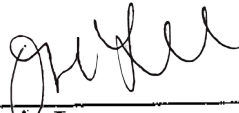
Dated: May 20, 2022



Haya Hilton

*Plaintiff and Class Representative  
PrettyLittleThing Action*

Dated: May 20, 2022

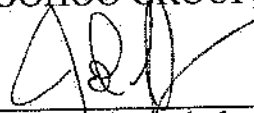


Olivia Lee

*Plaintiff and Class Representative  
NastyGal Action*

Dated: May 20, 2022

JOHN LYTTLE, CEO  
BOOHOO GROUP, PLC



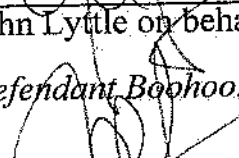
John Lyttle on behalf of

*Defendant Boohoo Group PLC*



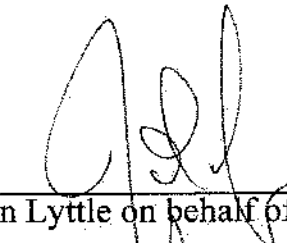
John Lyttle on behalf of

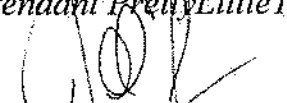
*Defendant Boohoo.com USA Inc.*

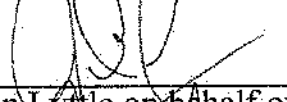


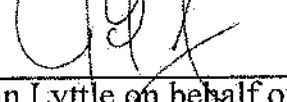
John Lyttle on behalf of

*Defendant Boohoo.com UK Limited*

  
\_\_\_\_\_  
John Lyttle on behalf of  
*Defendant PrettyLittleThing.com USA Inc.*

  
\_\_\_\_\_  
John Lyttle on behalf of  
*Defendant PrettyLittleThing.com UK Limited*


  
\_\_\_\_\_  
John Lyttle on behalf of  
*Defendant NastyGal.com USA Inc.*

  
\_\_\_\_\_  
John Lyttle on behalf of  
*Defendant Nasty Gal Limited*


**APPROVED AS TO FORM**

Dated: May 20, 2022

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\_\_\_\_\_  
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AI LAW, PLC

  
\_\_\_\_\_  
Ahmed Ibrahim, Esq.

*Attorneys for Plaintiffs Individually and  
On Behalf of All Others Similarly Situated*

Dated: May 20, 2022

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