

EXHIBIT A

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Attorneys for Plaintiff ALISON ANDRADE
individually and on behalf of all others
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALISON ANDRADE, an individual,

Plaintiff,

vs.

URBAN OUTFITTERS, INC., and DOES 1-
20, inclusive;

Defendants.

CASE NO. 20STCV33377

**DECLARATION OF DANIEL J.
BASS IN SUPPORT OF
PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed Concurrently With Motion For
Final Approval and [Proposed] Order
and Judgment]*

Date: July 27, 2023

Time: 9:30 a.m.

Dept: 72

Judge: Hon. Curtis A. Kin

Complaint Filed: September 1, 2020

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1. I am an attorney licensed and admitted to practice before all courts of the State of California. I am an attorney for the law firm of Makarem & Associates APLC, the counsel of record for Plaintiff and the class in this case. I make this declaration in support of Plaintiff's Motion for Final Approval of a Class Action Settlement. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them under oath.

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1 other things, Plaintiff contends caused class members to not receive compliant meal and/or rest
2 periods.

3 **5. Plaintiff's Allegations** – This action was initially filed on September 1, 2020,
4 seeking penalties for Defendant's unlawful practices and policies, in violation of California state
5 wage and hour laws, including (a) failure to accurately pay overtime wages, (b) failure to pay
6 minimum wages, (c) failure to provide meal periods and failure to pay an additional hour's pay in
7 lieu of providing a meal period, (d) failure to authorize and permit rest breaks for every four hours
8 or major fraction thereof worked and failure to pay an additional hour's of pay in lieu of providing
9 a rest period, (e) failing to pay all wages earned, (f) failing to pay all wages owed upon separation
10 of employment, (g) failing to provide accurate itemized wage statements, and (h) knowingly or
11 intentionally failing to maintain accurate and complete records. A First-Amended Complaint was
12 filed on December 9, 2020 but did not add any substantive claims.

13 **6.** As part of the Parties' Settlement, Plaintiff submitted a Second Amended Complaint
14 asserting class and representative action claims under California law for (1) failure to pay minimum
15 wage, (2) failure to pay overtime or pay overtime at the correct rate of pay, (3) failure to pay for all
16 hours worked (off-the-clock work), (4) failure to provide meal periods, (5) failure to provide rest
17 periods, (6) failure to pay premiums at the correct rate of pay, (7) failure to timely pay final wages
18 and wages earned during employment, (8) failure to provide accurate itemized wage statements,
19 and (9) failure to maintain accurate and complete records.

20 **7. Defendant's Response** - Defendant contends that it at all times complied with
21 California law. Defendant asserts that it properly paid employees for all time worked. Defendant
22 further contends that it provided Plaintiff and other putative class members with compliant meal
23 and rest periods, and that to the extent any employee did not take a compliant meal or rest period,
24 the reason for the non-compliant meal or rest period would be an individualized issue that would
25 preclude class certification.

26 **8. Investigation** - Before filing the lawsuit, Class Counsel investigated and researched
27 the facts and circumstances underlying the pertinent issues and the laws applicable thereto. This
28 required thorough discussions between Class Counsel and the Plaintiff, as well as preliminary

1 research into the various legal issues and employment practices involved in the case. After
2 conducting their initial investigation, Class Counsel determined that Plaintiff claims were well-
3 suited for class action adjudication owing to what appeared to be a common set of policies and
4 procedures that impacted Plaintiff and other putative class members in a similar fashion.

5 9. After filing the lawsuit, Class Counsel conducted an extensive investigation of the
6 facts and claims giving rise to the action, including:

- 7 (1) reviewing and analyzing time and payroll records and Defendant's written
8 policies and procedures;
- 9 (2) researching the applicable law and evaluating potential defenses;
- 10 (3) evaluating the damages based on countervailing interpretations of law;
- 11 (4) reviewing other documentation provided by Defendant;
- 12 (5) interviewing several putative class members regarding their experiences
13 working for the Defendant.

14 10. Defendant, for its part, vigorously contested liability, the amount of claimed
15 damages, and the propriety of class certification. After Class Counsel analyzed the relevant
16 documentary and testamentary evidence, Class Counsel determined that this case was appropriate
17 for resolution via settlement.

18 11. **Mediation** – On May 26, 2022, the Parties participated in a mediation with
19 experienced mediator Michael D. Young, Esq. After the mediation, the Parties accepted a
20 mediator's proposal as to certain material terms of the Settlement, including the Maximum
21 Settlement Amount. Over the next months the parties negotiated the details of the long form
22 settlement agreement which was fully executed by January 13, 2023 and for which was granted
23 preliminary approval on February 13, 2023.

24 **TERMS OF THE SETTLEMENT**

25 12. Attached hereto as Exhibit "A" is a true and correct copy of the Joint Stipulation of
26 Class Action and Representative Action Settlement and Release ("Settlement Agreement"). The
27 Court entered the ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY
28 APPROVAL OF CLASS ACTION SETTLEMENT ("Preliminary Approval Order") on February

23, 2023. A true and correct copy of the signed order is attached hereto as Exhibit “B”.

13. **Settlement Class** - Class Member(s)," means all individuals employed by Urban as non-exempt employees who worked at an Urban Outfitters retail store in California between June 28, 2019 and the earlier of the Preliminary Approval Date or August 31, 2022.

14. **Gross Settlement Fund** – Under the terms of the proposed agreement, the parties have agreed that all claims brought on behalf of the Class shall be fully and finally resolved for a “Maximum Settlement Amount” of Two Million Five Hundred Thousand Dollars (\$2,500,00.00).

15. **Non Reversionary**- The Maximum Settlement Amount is non-reversionary and no portion of the Settlement Amount will be returned to Defendant.

16. **Class Representative Payment:** Up to \$15,000 to the named Plaintiff for her services as the class representative. The payment is for the service rendered in furtherance of class members claims, for the risk undertaken for payment of costs in the event such litigation was unsuccessful, for any stigma the plaintiff may suffer going forward due to the public information available via the Internet for having filed a class action against an employer, and for her agreement to provide a full release of her claims as compared to the limited release required of class members.

17. Here, the class representative was not simply a bystander in the prosecution of this action. From the time that this case was filed, the representative whenever needed, actively provided information and evidence. Further, the class representative was always available to consult with, and regularly did consult with counsel. The class representative was also deposed, responded to discovery, actively involved in discussions regarding the resolution of this matter and approved the settlement terms on behalf of herself and the class members.

18. **Class Counsel Fees/Costs:** The settlement calls for up to 35% of the Maximum Settlement Amount or Eight Hundred and Seventy-Five Thousand Dollars (\$875,000.00), in attorneys’ fees and up to \$25,000 in litigation costs (including any expert costs), though such litigation costs have been limited to \$17,284.79. The fee request is in line with fee awards commonly granted across this state as well as the fee percentage commonly contracted for by attorneys within this state. Moreover, Class Counsel’s costs have been limited to far less than the maximum request.

1 19. **Settlement Administrator:** The settlement administrator is CPT. CPT is an
2 experienced class notice and administration company, and has acted as claims administrator in
3 numerous wage and hour cases throughout the country. CPT has presented an estimate to class
4 counsel reflecting that its charges to administer the proposed settlement will not exceed \$27,750.00.
5 CPT has sent notice to the Class members and estimates its costs will not exceed \$27,750.00. *See*
6 Declaration of William Argueta (“Argueta Decl.”)

7 20. **Net Settlement Amount and Payout to Class Members:** The the net Settlement
8 amount will be approximately \$1,464,965.21, plus the \$25,000.00 separately distributed for the
9 PAGA Group Payment to PAGA Members, assuming the Court grant’s Class Counsel’s requests.
10 Each Settlement Class Member shall be eligible to receive an Individual Class Settlement
11 Payment, which is the number of the Class Member’s individual Covered Class Workweeks
12 divided by the total Covered Class Workweeks for all Class Members. This fraction shall be
13 multiplied by the Net Settlement Amount. The number of class members in the class, according
14 to the Administrator’s report, is 3,892. As a result, the estimated average settlement payment to
15 each Class Member is \$374.42 with the highest estimated settlement payment being \$1,724.11
16 and the lowest estimated settlement payment of \$3.01. *See also* Argueta Decl. ¶ 13.

17 21. Within 14 days after the Effective Date, Urban will provide payment of the
18 Maximum Settlement Amount to the Settlement Administrator to fund the QSF to be created by
19 the Settlement Administrator, in addition to Urban’s share of employer payroll taxes for the
20 payments reportable on IRS Form W-2. Within 30 days after the Effective Date, the Settlement
21 Administrator shall distribute and pay Class Settlement Payment checks to all Settlement Class
22 Members, pay the Class Representative her Service Enhancement payment, issue a check to the
23 LWDA for the LWDA PAGA Penalty Amount, issue checks to the PAGA Members for their
24 individual PAGA Group Payments, and pay Class Counsel’s attorneys’ fees and costs.

25 22. Settlement Class Members who are sent Class Settlement Payments and PAGA
26 Members who are sent PAGA Group Payments will have 90 calendar days after mailing by the
27 Settlement Administrator to cash settlement checks and will be so advised of such deadline. If
28 such Settlement Class Members and/or PAGA Members do not cash their checks within that

1 period, those checks will become void and a stop payment will be placed on the uncashed checks.
2 Within thirty (30) days after the expiration date of the settlement checks, the Settlement
3 Administrator shall provide to Class Counsel and Urban's Counsel a verification/declaration
4 signed under penalty of perjury that it has mailed the settlement checks to Settlement Class
5 Members and/or PAGA Members, and if uncashed, that such amounts have been sent to the
6 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
7 California Code of Civil Procedure Section 1500, et seq. in the name of the Settlement Class
8 Member and/or PAGA Member to whom the uncashed check was addressed, for the benefit of
9 those Settlement Class Members and/or PAGA Members who did not cash their checks until such
10 time as they claim their property.

11 23. **Release By Class Members** – “Released Class Claims” means any and all claims,
12 obligations, demands, rights, causes of action, and liabilities against Urban Releasees, whether in
13 law or equity, that have been asserted or that could have been asserted in the Complaint, the First
14 Amended Complaint, the Second Amended Complaint, and any amendments thereto; or that
15 could have been asserted in the Complaint, the First Amended Complaint, the Second Amended
16 Complaint, and any amendments thereto, based on the facts, claims and/or allegations pled
17 therein. Released Class Claims include, but are not limited to, claims for failure to pay minimum
18 wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay for all hours
19 worked (off-the-clock work), failure to provide meal periods, failure to provide rest periods,
20 failure to pay premiums at the correct rate of pay, failure to timely pay final wages and wages
21 earned during employment, failure to provide accurate, itemized wage statements, and failure to
22 maintain accurate and complete records, and includes all claims for recovery of compensation,
23 overtime pay, minimum wage, premium pay, and/or all penalties under the California Labor Code
24 and California's Wage Orders, and claims derivative and/or related to those claims, including
25 those under the California Business & Professions Code and PAGA related to released claims,
26 from June 28, 2019 through the earlier of the Preliminary Approval Date or August 31, 2022.

27 24. **Release by PAGA Members** - “Released PAGA Claims” means any and all
28 claims, obligations, demands, rights, causes of action, and liabilities against Urban Releasees,

1 under PAGA that have been asserted or that could have been asserted in the Complaint, the First
2 Amended Complaint, the Second Amended Complaint, the PAGA letter to the LWDA, and any
3 amendments thereto; or that could have been asserted in the Complaint, the First Amended
4 Complaint, the Second Amended Complaint, and any amendments thereto, based on the facts,
5 claims and/or allegations pled therein. Released PAGA Claims include, but are not limited to,
6 claims for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct
7 rate of pay, failure to pay for all hours worked (off-the-clock work), failure to provide meal
8 periods, failure to provide rest periods, failure to pay premiums at the correct rate of pay, failure
9 to timely pay final wages and wages earned during employment, failure to provide accurate,
10 itemized wage statements, and failure to maintain accurate and complete records and includes all
11 such claims from June 28, 2019 through the earlier of the Preliminary Approval Date or August
12 31, 2022.

13 **25. Released Claims with respect to Plaintiff Only** - For and in accepting the
14 consideration of the Service Enhancement awarded, Plaintiff further will make a general release
15 (the “General Release”) on behalf of herself and her heirs, executors, administrators,
16 representatives, successors and assigns, of the Urban Releasees, to the full extent permitted by
17 law, of and from any and all claims, obligations, demands, actions, rights, causes of action, and
18 liabilities against the Urban Releasees, whether or not acting in the course and scope of
19 employment, and all persons acting by, through, under, or in concert with any of them, of any and
20 every kind, nature and character whatsoever, known or unknown, suspected or unsuspected,
21 whether based on a tort, contract, statute, or any other theory of recovery, and whether for
22 compensatory or punitive damages which Plaintiff had at any time heretofore or claimed to have
23 or which Plaintiff may have or claims to have regarding events that have occurred relating to any
24 work performed for the Urban Releasees as of the Preliminary Approval Date. This includes all of
25 Plaintiff’s claims against the Urban Releasees related to or arising out of Plaintiff’s employment
26 with the Urban Releasees, and/or the cessation of employment or purported employment
27 therefrom. These claims expressly include, but are not limited to, those arising under the
28 Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.), the Employee Retirement

1 Income Security Act (29 U.S.C. § 1000, et seq.), the Family and Medical Leave Act, the Fair
2 Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201 et seq.), the Lily Ledbetter Act, Title VII of the
3 Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.), the California Family Rights Act, California
4 Equal Pay Law, California Whistleblower Protection Laws, California Pregnancy Disability
5 Leave Law, the California Fair Employment and Housing Act (Cal. Government Code § 12900,
6 et seq.), and any and all claims related to the following: unpaid wages; unpaid overtime; failure to
7 pay all compensation on termination of employment; missed meal periods; missed rest periods;
8 reimbursement of expenses; inaccurate wage statements; deductions and/or chargebacks from
9 wages; any alleged violations of the California Labor Code; any alleged violations of applicable
10 federal law including, but not limited to, the FLSA; any alleged violation of and/or any remedy
11 provided by the California Civil Code and/or the California Code of Civil Procedure including,
12 but not limited to, section 1021.5; any claims for penalties under the California Labor Code
13 and/or the California Private Attorneys General Act, California Labor Code section 2698 et seq.
14 (“PAGA”); any and all claims for relief under California Business and Professions Code section
15 17200 et seq., including any and all claims for injunctive relief; and any and all other claims for
16 relief, including any associated prayers for compensatory damages, indemnification, injunctive
17 relief, punitive damages, liquidated damages, penalties, interest, attorneys’ fees or costs; any
18 claims arising under the California Constitution; and any of Plaintiff’s claims or allegations that
19 Urban Releasees deprived Plaintiff of any pay or other benefits or legal protections to which
20 Plaintiff alleges Plaintiff is or was entitled. The Plaintiff and Urban Releasees intend for this
21 definition to be all encompassing and to act as a full and total release of any of Plaintiff’s claims
22 that Plaintiff may legally waive or release against Urban Releasees arising from any work
23 Plaintiff performed for Urban Releasees, whether specifically enumerated herein or not, that the
24 Plaintiff might have or had, that exists or ever has existed on or to the Preliminary Approval Date.
25 Plaintiff’s General Release also includes the waiver of any right to bring, maintain, or participate
26 in a class, collective, or representative action against the Urban Releasees to the maximum extent
27 permitted by law. Plaintiff’s General Release, however, shall not constitute a release of any
28 claims that may not lawfully be waived; further, Plaintiff does not waive any right to file an

1 administrative charge with the Equal Employment Opportunity Commission (“EEOC”) or the
2 National Labor Relations Board (“NLRB”), subject to the confidentiality provisions of the
3 Settlement Agreement, and subject to the condition that Plaintiff not seek, or in any way obtain or
4 accept, any monetary award, recovery or settlement therefrom and understands that such
5 limitation does not in any way restrict her ability to file and pursue such charge consistent with
6 the confidentiality obligations set forth in this Settlement Agreement; and further, Plaintiff does
7 not waive any rights with respect to, or release Urban Releasees from, any claims for
8 unemployment insurance.

9 Thus, for the purpose of implementing a full and complete release and discharge of the
10 Urban Releasees, Plaintiff expressly acknowledged that the General Release is intended to
11 include in its effect, without limitation, all claims which Plaintiff does not know or suspect to
12 exist in Plaintiff’s favor at the time of execution hereof, and that the General Release
13 contemplates the extinguishment of any such claim or claims. In connection with such waiver and
14 relinquishment, Plaintiff acknowledged that Plaintiff or her attorneys may hereafter discover
15 claims or facts in addition to, or different from, those which she knew or believed to exist, but
16 that she expressly agreed to fully, finally and forever settle and release any and all claims, known
17 or unknown, suspected or unsuspected, which exist or may exist on her behalf against the Urban
18 Releasees at the time of execution of the Settlement Agreement, including, but not limited to, any
19 and all claims relating to or arising from Plaintiff’s employment with Urban Releasees or the
20 cessation of that employment. Plaintiff and Urban further acknowledged, understood and agreed
21 that this representation and commitment was essential to each Party and that the Settlement
22 Agreement would not have been entered into were it not for that representation and commitment

23 26. The settlement amount was a negotiated compromise, factoring in the risks related
24 to certification, liability and damages. Taking into account all of the circumstances of the action
25 and the significant factual and legal defenses raised by Defendant against certification, liability
26 and damages, Class Counsel believe that the settlement is fair and reasonable. Each Class
27 Member’s individual share of the settlement amount is tailored to the number of workweeks
28 worked by each Class Member during the class period; so the distribution is weighted in favor of

1 those Class Members who were potentially most affected by the alleged violations. Moreover,
2 because the class consists of numerous employees, it was unlikely that the potential monetary
3 claims of individual Class Members would have proved viable without the class-action
4 mechanism.

5 27. The Settlement should be approved accordance with the holdings in *Clark v.*
6 *American Residential Services LLC* (2009) 175 Cal. App. 4th 785 (hereinafter, “*Clark*”) and
7 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116 (“*Kullar*”). The *Clark* and *Kullar*
8 courts principally wanted to ensure that trial courts, when deciding whether a class action
9 settlement is fair, adequate, and reasonable, should independently evaluate the settlement amount
10 in light of the strength of the plaintiff’s case, and that plaintiff should provide the court the
11 information necessary to make that evaluation. The *Clark* and *Kullar* courts cite the recognized
12 factors set forth in cases like *Dunk v. Ford Motors Co.* (1996) 48 Cal. App. 4th 1794, 1801, that
13 trial courts should examine during the approval process, including (1) the extent of discovery
14 completed and the stage of the proceedings; (2) the strength of plaintiff’s case in light of the
15 settlement amount; (3) the risk, expense, complexity, and likely duration of further litigation, as
16 well as the risk of maintaining class-action status through trial; (4) the experience and views of
17 counsel; and (5) the reaction of class members to the proposed settlement. *Id.* at 799

18 **THE STRENGTH OF PLAINTIFF’S CASE AND COMPLEXITIES OF FURTHER**
19 **LITIGATION**

20 28. Plaintiff believes that the Settlement Class claims in this action are legally
21 meritorious and present a reasonable probability of a favorable determination on behalf of the
22 class. At the same time, there is undeniably significant litigation risk avoided by the proposed
23 Settlement, both at class certification proceedings, at trial, and potentially in the appellate courts.

24 29. Liability remains highly contested by Defendant, who denies that it engaged in any
25 violations of the law, and they further deny any liability or engagement in wrongdoing of any
26 kind associated with the claims alleged in the Action by the Plaintiff or any Class Member.
27 Defendant contends that at all times it complied with all wage-and-hour laws in connection with
28 the employment and/or retention of services of Plaintiff and the Class Members.

1 30. Plaintiff's counsel understood and appreciated the defenses and position of
2 Defendant but believed that Plaintiff would ultimately succeed in the action. In light of the
3 strongly divergent views, the parties, were able to negotiate a fair settlement, considering the
4 costs and risks of continued litigation. The negotiations were at all times conducted
5 professionally and at arm's length and have produced a result that the Parties believe to be in their
6 respective best interests.

7 31. The Parties have also considered the uncertainty and risk of the outcome of further
8 litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the
9 burdens of proof necessary to establish liability for the claims asserted in the action, the defenses
10 thereto, and the difficulties in establishing damages.

11 32. Here, in preparation for mediation, Plaintiff calculated Defendant's liability to
12 Class Members to be in excess of the settlement amount. Plaintiff's valuation assumed that
13 Plaintiff: (1) prevailed in certifying the case; (2) prevailed in establishing liability on the merits;
14 and (3) was awarded the full amount of all discretionary penalties. The realistic range of
15 outcomes for this litigation took into account the present state of the law regarding meal and rest
16 break claims and the other claims brought in the Action, Defendant's defenses for each claim, and
17 the likelihood of prevailing on a class certification motion as well as trial and any appeals,
18 particularly given the then pending Viking River Cruises appeal to the United States Supreme
19 Court. Moreover, Plaintiff had to consider the significant difficulties in adding class claims
20 against the Defendant and thus factor in how much they could realistically consider for
21 settlement. Where both sides face significant uncertainty, the attendant risks favor settlement.
22 *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011,1026.

23 33. ***Kullar v. Footlocker Analysis*** - To allow this Court to make an informed
24 assessment pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 18 Cal.App.4th 116, Plaintiff's
25 Counsel provides the following assessment of the case and settlement. Plaintiff's Counsel
26 believes the settlement is a very good one for the class members. In Plaintiff's Second Amended
27 Complaint Plaintiff seeks not just PAGA penalties, but unpaid wages and statutory penalties as
28 well as the equitable remedies.

1 34. As explained previously in the Plaintiff's Motion for Preliminary Approval,
2 Plaintiff estimated Defendant's total non-penalty exposure at \$10,377,924.10. As such, the
3 settlement represents over approximately 24% of Defendant's non-penalty exposure based on
4 Plaintiff's analysis. This in a reasonable recovery, particularly given Defendant's use of
5 arbitration agreements.

6 35. Below, Plaintiff details the issues that necessitated deductions from the maximum
7 potential value of this case to arrive at the reasonable Maximum Settlement Amount derived in
8 this action: Here there are approximately 3,840 members of the Settlement Class that worked a
9 total of approximately 118,814 workweeks through June 12, 2022.

10 **Rest Periods**

11 36. Plaintiff calculated Defendant's maximum liability to be 3.4 violations per
12 employee per week (the average number of shifts per week) at the average hourly rate of \$19.72
13 per violation or \$67.05 per week. As such, with 118,814 workweeks through June 12, 2022,
14 Plaintiff estimated that Defendant's exposure could be as high as \$ 7,966,478.70. Plaintiff did not
15 discount this number or the calculations that follow in order to arrive at the settlement, rather
16 Plaintiff discounted the number in order to reach a settlement that understood the risks of
17 continued litigation and difficulties in showing a 100% violation rate for rest breaks during
18 employee shifts.

19 **Meal Periods**

20 37. Based on analysis of employee time records, Plaintiff estimated that there were
21 approximately 3.4 shifts per week, about 75.6% of which were eligible for meal breaks and
22 approximately 5.3% of shifts showed a potential violation, or 21,268 unique meal period
23 violations. Thus, Plaintiff calculated Defendant's potential exposure as \$19.72 per violation x
24 21,268 unique meal period violations = \$ 419,404.96. In regard to this number, Plaintiff
25 recognized that even though it was conversative, Defendant would likely argue that late and
26 shortened meal periods stemmed from the choices of class member and that such claims were not
27 amenable to class certification.

28 **Unpaid/Off-The-Clock-Time**

1 38. Based on Plaintiff's interviews of class members, Plaintiff estimated that in
2 approximately .25 hours (15 minutes) of work was performed off-the-clock by employees on a
3 daily basis, including time going through mandatory security checks including waiting for
4 supervisors to perform the check, resulting in an approximately \$4.93 underpayment per shift.
5 Thus, Plaintiff calculated Defendant's potential exposure as \$4.93 x an estimated 404,065 shifts =
6 \$1,992,040.45. Plaintiff felt strong about this claim, but naturally discounted it in light the risks
7 involved with certifying this claim, the time records not corroborating Plaintiff's testimony, and
8 the potential individual inquiries necessary in proving Plaintiff's assertions over those of the
9 Defendant.

10 **Penalties**

11 39. Although the Class arguably could have seen a payout of millions of dollars for
12 waiting time penalties and wage statement penalties, Plaintiff's Counsel had to weigh the
13 likelihood of recovery against probable defenses and the wide discretion Courts have exercised in
14 awarding Labor code penalties. Along these lines, Plaintiff considered that Defendant would
15 argue that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties
16 under Cal. Lab. Code § 203 and would further argue that Plaintiff could not show that Class
17 Members suffered an "injury" as a result of wage statement violations, as required by Cal. Lab.
18 Code § 226. Further, Plaintiff arguably could not recover any waiting time penalties for meal and
19 rest claims. Moreover, Plaintiff would not recover any derivative penalties if she failed to prove
20 the underlying claims.

21 40. Plaintiff, in agreeing to the settlement had to take into account the difficulties in
22 certifying a class and maintaining any such certification. What's more, Plaintiff had to take into
23 account the Defendant's operations and the availability of witnesses. Each of these concerns
24 weighed into Plaintiff's analysis to eventually agree to a settlement that is less than Defendant's
25 total projected liability even if Plaintiff eventually won every aspect of this case including an
26 appeal. A settlement now guarantees that class members will 1) obtain a recovery and 2) that
27 they will get the recovery in a time period that is shorter than one if the case went through a full
28 trial and appeal.

1 41. The settlement amount was a negotiated compromise, factoring in the risks related
2 to certification, liability and damages. Taking into account all of the circumstances of the action
3 and the significant factual and legal defenses raised by Defendant against certification, liability
4 and damages, Class Counsel believe that the settlement is fair and reasonable. Each Class
5 Member's individual share of the settlement amount is tailored to the number of shifts worked by
6 each Class Member during the class period so the distribution is weighted in favor of those Class
7 Members who were potentially most affected by the alleged violations. Moreover, because the
8 class consists of several employees, it was unlikely that the potential monetary claims of
9 individual Class Members would have proved viable without the class-action mechanism.

10 **EXPERIENCE AND VIEWS OF COUNSEL**

11 42. My firm has litigated numerous complex business matters, including employment
12 cases. We have settled multiple cases for seven-figures and several more for six-figure amounts.
13 We have obtained seven-figure judgments in complex litigation matters. This is a seven-attorney
14 law firm in West Los Angeles. The firm practices in the area of employment litigation and
15 complex business litigation.

16 43. My colleague, Ronald W. Makarem, has been approved as class counsel in wage
17 and hour class actions over 30 times, including matters certified on contested motions. He was
18 named a "Top 20 Attorney under the Age of 40", in California, by the Daily Journal in 2007, and
19 a California Super Lawyer from 2010 to the present. He was awarded "Top 100 Attorney" in
20 Southern California by Los Angeles Magazine and Super Lawyers for 2013 and 2019. In 2012, he
21 received the CLAY award for 'Attorney of the Year' by California Lawyer Magazine for his
22 work on a landmark California Supreme Court case. He is a certified legal malpractice specialist
23 by the California State Bar. In 2015, he received the AALASC Trailblazer Award which
24 recognizes attorneys who demonstrate vision, courage and tenacity in their practice.

25 44. I have been litigating for nearly a decade, almost all of which was representing
26 employees in similar complex employment actions, including class actions and representative
27 actions. I have been approved as class counsel in wage and hour class actions over 20 times,
28 including matters certified on contested motions. I was named a California Super Lawyer "Rising

1 Star” from 2020 to the present.

2 45. I and the other attorneys at Makarem & Associates have engaged in all aspects of
3 class action litigation, including having interviewed potential class action representatives to
4 determine the potential merits of their allegations, conducted pre-litigation investigation,
5 including interview, research and analysis, drafted class action complaints, drafted class action
6 discovery and responses thereto, conducted and defended depositions, drafted, opposed and orally
7 argued numerous class action law and motion pleadings (including oppositions to removal,
8 oppositions to demurrer, oppositions to motions to strike, motions to compel, oppositions to
9 motions to compel, class certification motions, oppositions to motions to decertify, and
10 preliminary and final approval motions), conducted class member interviews, legal research,
11 settlement negotiations and meetings with defense counsel, statistical analysis of potential
12 damages, and attended numerous mediation sessions for purposes of negotiating class action
13 settlements.

14 46. Makarem & Associates presently has in excess of 30 wage and hour class actions
15 pending in various stages of the litigation process, from pre-litigation investigation to final-
16 approval pending.

17 47. Makarem & Associates is well qualified because of our experience, knowledge,
18 and resources to act as counsel and represent Plaintiff and the putative class in this action. A
19 substantial percentage of our practice is devoted to litigating wage, hour, and working-conditions
20 violations, and the bulk of these cases are class actions.

21 48. The following is a partial list of putative class action in which Makarem &
22 Associates has been approved as class counsel through contested motions and through
23 settlements: *Becerra v. Sunridge Nurseries, Inc.*, Kern County Superior Court Case No. BCV-19-
24 102625; *Fodera et al v. Equinox Holdings, Inc.*, United States District Court for the Northern
25 District of California, Case No. 3:19-cv-05072-WHO; *Sanchez v. ARB, Inc.*, Orange County
26 Superior Court Case No. 30-2016-00837130; *Weckiewicz v. Execap, Inc.*, Stanislaus Superior
27 Court Case No. CV-18-001292; *Werner v. Crown Equipment Corp.*, Los Angeles Superior
28 Court, Case No. BC439428; *Castillo v. DHL Express (USA), Inc.*, Los Angeles Superior Court

1 Case No. BC409169; *Aglubat v. FormFactor, Inc.*, Alameda Superior Court Case No.
2 RG13692639; *Lopez v. ADIR International, LLC*, Los Angeles Superior Court Case No.
3 BC436697; *Martinez v. G&M Oil, Inc.*, Orange County Superior Court Case No. 30-2009-
4 00238965; *Lopez-Gallardo v. L&R Auto Parks, Inc.*, Los Angeles Superior Court Case No.
5 BC394399; *Scanlan v. BLB Enterprises, Inc.*, Orange County Superior Court Case No.
6 07CC00002; *Martinez v. Providian Holdings, Inc.*, Los Angeles Superior Court Case NO.
7 BC4612987; *DeLeon v. Westlake Services, LLC*, Los Angeles Superior Court Case No.
8 BC526750; *Reyes v. PQ Beverly Hills, Inc.*, Los Angeles Superior Court Case No. BC500609;
9 *Funez v. GMG Janitorial, Inc.* San Francisco Superior Court Case No. CGC-13-532261; *Fematt*
10 *v. Mission Linen Supply*, Santa Barbara Superior Court Case No. 15CV03714; *Orozco v.*
11 *California Terra Garden, Inc.*, San Mateo Superior Court Case No. CIV531629; *Powell v.*
12 *Badger Daylighting Corp.* No. Kern County Superior Court Case No. BCV-15-101202; *Barrerra*
13 *v. Hacienda on the Lake*, Orange County Superior Court Case No. 30-2016-00839837-CU-OE-
14 CXC; *Pantoja v. Autopia Car Wash*, Alameda County Superior Court Case No. RG14713663;
15 *Galvez v. Ray Tech*, Alameda County Superior Court Case No. RG14737391; *Guzman v. Pick N*
16 *Pull Auto Dismantlers*, Alameda County Superior Court Case No. RG16816283.

17 49. The foregoing discussion has sought to determine the fairness of the class action
18 settlement in the present case. It has done so by analyzing the settlement in light of the appellate
19 decisions in *Clark* and *Kullar*. This analysis has concluded that the Settlement is fair, reasonable,
20 and adequate. Class Counsel conducted a thorough investigation of the subject wage-and-hour
21 practices, and engaged in non-collusive, arm's-length negotiations through a respected wage and
22 hour mediator in order to reach settlement. Defendant has agreed to pay fair value to settle
23 Plaintiff's principal claims for failure to pay all overtime, and failure to provide compliant meal
24 and rest periods, as well as the derivative waiting time penalties claim. From Class Counsel's
25 substantial experience with wage-and-hour class action lawsuits, Class Counsel believes that this
26 case could not have been settled on better terms under the circumstances. Class Counsel's
27 diligent, efficient, and creative pursuit of this matter positioned Plaintiff to settle this action
28 successfully, affording redress to the entire Class and avoiding the inevitable expense and risk

1 attendant to protracted litigation. Request is therefore made that the settlement be granted final
2 approval so that those persons whom it is intended to benefit shall be afforded the opportunity to
3 receive settlement funds.

4 50. In sum, Class Counsel is experienced in employment class action litigation, and is
5 adequate to represent the putative class in the instant action.

6 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

7 51. My firm took this case on a contingent-fee basis against a business represented by
8 a reputable defense firm. Plaintiff signed a contingency-fee agreement with Makarem &
9 Associates stating that Class Counsel could receive a fee of up to 40% of the overall recovery.
10 When we take contingent cases, we must pay careful attention to the economics involved or one
11 bad case can destroy years of work. Accordingly, when we take contingency cases, we anticipate
12 that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk
13 is often too great to bear. Even when we work long hours, the number of hours in a day is
14 limited. Because of this, when we take on one particular matter, we are unable to take on other
15 matters. When Class Counsel became involved in this case, we realized the time commitment
16 that it would entail and we were forced to turn down matters that we otherwise should have been
17 able to handle. In sum, this case claimed a significant portion of Class Counsel's time and
18 attention throughout its pendency.

19 52. The settlement calls for the payment of up to \$875,000.00 of the Maximum
20 Settlement Amount for attorneys' fees. This request is fair, reasonable, and adequate to
21 compensate Class Counsel for the substantial work they have put into this case and, moreover, the
22 risk they assumed by taking it in the first place. The attorneys' fees award is intended to
23 reimburse Class Counsel for all uncompensated work that they have already done and for all the
24 work they will continue to do in carrying out and overseeing the notification to class members,
25 communicating with class members regarding their claims, and assisting in the administration of
26 the settlement if it is preliminarily approved.

27 53. In this case, my firm has incurred substantial attorney's fees conducting pre-filing
28 investigation, analyzing the claims, conducting legal research, reviewing records, engaging in

discovery, including multiple depositions, preparing for mediation, consulting an expert, preparing damage calculations, negotiating the class settlement, preparing the long-form settlement agreement, preparing this motion, drafting multiple briefings for preliminary approval, and otherwise litigating the case.

54. In other words, my firm has expended a significant amount of time and effort in litigating the present case. The proposed Settlement also does not place the attorneys' interests ahead of class members' interests. Settlement provisions relating to attorneys' fees and litigation expenses in the action were not negotiated until after an agreement was reached in principle with respect to the direct class settlement benefits and the gross settlement fund amount. In achieving the Settlement, which has been overwhelmingly embraced by the Class, the attorneys involved have expended a significant number of hours. The following table summarizes the time spent by the attorneys of Makarem & Associates regarding their time spent on this case:

Attorney	Experience	Billing Rate	Types of Tasks Assigned	Hours	Lodestar
Ronald W. Makarem	27+ years	\$850	Initial Investigation and Document Review, Complaint, Pleadings, Violation Calculation & Analysis of Damages, Expert Consultation, Preparation for and attended Mediation, Settlement Agreement, Preliminary Approval Motion, Final Approval Motion	185.1	\$157,335.00
Cameron Stewart	33+ years	\$850	Initial Investigation and Document Review, Complaint, Pleadings, Violation Calculation & Analysis of Damages, Discovery, Depositions, Communication with OC, Meet and Confer/ Informal Document Review, Expert Consultation, Preparation for and attended Mediation, Settlement Agreement, Preliminary Approval Motion	172.6	\$146,710.00

Daniel Bass	10+ years	\$750	Pleadings, Violation Calculation & Analysis of Damages, Discovery, Depositions, Communication with OC, Meet and Confer/Informal Document Review, Expert Consultation, Preparation for and attended Mediation, Settlement Agreement, Preliminary Approval Motion, Final Approval Motion	155.2	\$116,400.00
Samuel Almon	17+ years	\$795	Complaint Amendment, Pleadings, Expert Consultation, Deposition Preparation	14.9	\$11,845.50
John Kirk Donnelly	27+ years	\$795	Complaint Amendment, Pleadings, Discovery, Informal Document Review	4.6	\$3,657.00
Total				532.4	\$435,947.50

55. The rates used in the above chart are rates that have been submitted and accepted by courts in the State of California in applications and/or motions for attorney's fees, throughout the state. They are also less than the rates set by the Laffey Matrix, a true and correct copy of which is attached hereto as "**Exhibit C.**" California Courts have applied the Laffey Matrix with adjustments to the specific California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for San Francisco based on difference between D.C. Area's +15.98 locality pay compared to San Francisco's +26.39 percent locality pay differential from the federal courts' "Judiciary Salary Plan Pay Tables."].)

56. The total lodestar for all counsel for Plaintiff's counsel is \$435,947.50 and does not even include the 40-50 additional hours that I would anticipate Makarem & Associates being

1 required to finalize this motion, appear for final approval and facilitate the settlement, including
2 answering questions brought by Class Members, assisting the Settlement Administrator, and
3 submitting a final accounting to the Court.

4 57. With a modest multiplier under the lodestar theory Counsel's fees are justified.
5 Counsel for Plaintiff seeks a modest multiplier of about 2.0 for a fee of \$875,000.00 which is
6 reasonable given the outstanding result obtained including the fact that the settlement is non-
7 reversionary and, as such, the entire settlement amount of \$2,500,000.00 will be paid by the
8 Defendant. The firm dedicated significant resources to this case by dividing the tasks required
9 according to skill level and the professional hours generated by each attorney are neither
10 unreasonable nor duplicative.

11 58. The contingency fees Makarem & Associates fees have charged our clients have
12 generally fallen within the range of 33.3% to 40% of the recovery achieved. Additionally, I am
13 aware by virtue of my years in the field, that such contingency fees are normal and customary in
14 the field, and have been for the entire length of my career. Of course, since we are a contingent
15 firm, in the cases where we do not achieve a recovery, which has unfortunately occurred
16 including on cases we have taken all the way through trial and appeal, we then recover nothing,
17 and are normally out of pocket on all of the expenses and costs advanced.

18 59. Additionally, and to date, my firm has incurred costs of over \$17,284.79. These
19 costs reflect the type of expenses typically billed by attorneys to their paying clients in the
20 marketplace, and include such costs as the above noted payments to experts and mediation
21 expenses to date. The costs incurred in prosecuting this case are reflected in our firm records
22 which are attached hereto as **Exhibit D**.

23 60. It is only because of our continued and aggressive litigation of this lawsuit that a
24 settlement was eventually achieved. But for our continued pursuit of this litigation, a vast
25 majority of Class Members would likely have received nothing from Defendant. As such, we
26 request that the Court award the requested fees and costs of \$875,000.00 and \$17,284.79
27 respectively. The requested fee is reasonable for the services provided to class members and for
28 the benefits they are to receive.

1 **PLAINTIFF’S PROPOSED SERVICE AWARD**

2 61. Plaintiff has taken the extraordinary step of challenging her former employer's
3 actions by bringing this case. Plaintiff did so in the belief that she, and the members of the
4 Settlement Class, were, in fact, entitled to the relief sought in this case. Until this case was filed,
5 no one was pursuing the claims raised in this matter. Plaintiff’s actions have resulted in a
6 recovery for the members of the Settlement Class, and the service award she seeks is reasonable.

7 62. Plaintiff fully participated in this action throughout the pendency of the litigation.
8 Plaintiff spent considerable time better apprising herself of her rights, deciding whether remedial
9 action should be taken, how it should be taken, searching for attorneys, and finally contacting
10 Class Counsel, who spent many hours with Plaintiff discussing the case and the law. As such, the
11 payment sought for Plaintiff is reasonable and represents a small percentage of the Maximum
12 Settlement Amount. Absent the actions taken by Plaintiff, none of the Class Members would
13 have reaped the rewards of this action.

14 **SUBMISSION TO THE LWDA**

15 63. Concurrently with this submission to the Court, I uploaded this declaration (save
16 for the attached Exhibit E), the concurrently filed declarations, final approval motion, and
17 proposed judgment to the LWDA’s website. A true and correct copy of the LWDA’s Case Detail
18 for this matter is attached hereto as “**Exhibit E.**”

19 I declare under penalty of perjury of the laws of United States of America in the state of
20 California that the foregoing is true and correct. Executed on June 15, 2023 in Los Angeles,
21 California.

22 

23 Daniel J. Bass
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**JOINT STIPULATION OF CLASS ACTION AND REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

This Joint Stipulation of Class Action and Representative Action Settlement and Release (hereinafter “Settlement Agreement”) is made and entered into by and between the following parties: Plaintiff Alison Andrade (“Plaintiff”), individually and on behalf of other members of the general public similarly situated and as a proxy of the State of California and the California Labor and Workforce Development Agency (“LWDA”) on behalf of all other allegedly aggrieved employees, and Defendant Urban Outfitters, Inc. (“Urban”) (collectively, the “Parties”), and their respective counsel of record. This Settlement Agreement is subject to the terms and conditions set forth below and to the approval of the Court. This Settlement Agreement supersedes any and all prior memoranda of understanding and accurately sets forth the Parties’ class action and representative action settlement to resolve all claims as detailed below.

I. DEFINITIONS

1. “Action” means the lawsuit entitled *Alison Andrade v. Urban Outfitters, Inc.*, Case No. 20STCV33377, filed in the Los Angeles County Superior Court.
2. “Claims Period” shall mean the period of forty-five (45) days following the mailing of the Class Notice by the Settlement Administrator. If the 45th day falls on a Sunday or holiday, the Claims Period shall end on the next business day that is not a Sunday or holiday.
3. “Class Counsel” or “Plaintiff’s Counsel” means Makarem & Associates, APLC.
4. “Class Members” means all individuals employed by Urban as non-exempt employees who worked at an Urban Outfitters retail store in California between June 28, 2019 and the earlier of the Preliminary Approval Date or August 31, 2022.
5. “Class Notice” or “Notice of Settlement” shall mean the document attached hereto as Exhibit A.
6. “Class Representative,” “Plaintiff,” or “Named Plaintiff” means Plaintiff Alison Andrade, who has been designated by Plaintiff’s Counsel as the Class Representative for settlement purposes.
7. “Class Settlement Payment” is the allocation from the Net Settlement Amount paid to

Settlement Class Members and does not include the PAGA Group Payment to PAGA Members.

8. “Complaint” means the Second Amended Complaint for which the Parties will request leave from the Court within 5 days of execution of this Settlement Agreement for Plaintiff to file in this Action.

9. “Court” means the Los Angeles County Superior Court.

10. “Covered Class Workweeks” means workweeks between June 28, 2019 and the earlier of the Preliminary Approval Date or August 31, 2022, in which a Class Member worked for Urban as a non-exempt employee at an Urban Outfitters retail store in California.

11. “Covered PAGA Pay Periods” means pay periods between June 28, 2019 and the earlier of the Preliminary Approval Date or August 31, 2022, in which a PAGA Member worked for Urban as a non-exempt employee at an Urban Outfitters retail store in California.

12. “Deficient Request for Exclusion” means a Request for Exclusion that is not signed by the Class Member submitting the Request for Exclusion or cannot be verified by the Settlement Administrator as being an authentic submission by the Class Member.

13. “Effective Date” means that date on which the settlement embodied in this Settlement Agreement shall become effective after all of the following events have occurred: (i) Final Approval of the Settlement is granted by the Court; and (ii) the Court’s order approving the Settlement becomes a Final Judgment.

14. “Final Approval” means the date on which the Court enters the Final Approval Order.

15. “Final Approval Hearing” means the hearing to be scheduled by the Court after granting preliminary approval of the Settlement.

16. “Final Approval Order” means the Court’s order approving the Settlement after the Final Approval Hearing and entering judgment.

17. “Final Judgment” means the latest of: (a) the date of final affirmance on an appeal of the Final Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Final Approval Order.

18. “Late Request for Exclusion” means a Request for Exclusion that is submitted to the Settlement Administrator after the end of the Claims Period.

19. “LWDA” means the California Labor and Workforce Development Agency.

20. “LWDA PAGA Penalty Amount” is the 75% share of the \$100,000.00 (or \$75,000.00) allocated from the Maximum Settlement Amount for PAGA penalties that will be paid to the LWDA.

21. “Maximum Settlement Amount” is the sum of Two Million Five Hundred Thousand U.S. Dollars (\$2,500,000), which represents the maximum amount payable in this Settlement by Urban, and includes all attorneys’ fees, litigation costs, the Settlement Administration Expenses, the Service Enhancement award to the Plaintiff, and all settlement payments to the LWDA and the Class and PAGA Members. The Maximum Settlement Amount does not include the employer’s share of payroll taxes, for which Urban is responsible through an additional contribution to the Qualified Settlement Fund.

22. “Net Settlement Amount” is the portion of the Maximum Settlement Amount eligible for distribution to Settlement Class Members. It equals the Maximum Settlement amount less Class Counsel’s attorneys’ fees and actual litigation costs as ordered to be paid by this Court, the Settlement Administration Expenses, the LWDA PAGA Penalty Amount, the PAGA Group Payment, and the Service Enhancement to the Class Representative.

23. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

24. “PAGA Group Payment” is the 25% share of the \$100,000.00 (or \$25,000.00) allocated from the Maximum Settlement Amount for PAGA penalties that will be paid to PAGA Members.

25. “PAGA Members” means individuals employed by Urban as non-exempt employees who worked at an Urban Outfitters retail store in California between June 28, 2019 and the earlier of the Preliminary Approval Date or August 31, 2022.

26. “Parties” means collectively Plaintiff and Urban herein.

27. “Preliminary Approval Date” means the date the Court approves this Stipulation of Settlement, and the exhibits thereto, and enters an Order providing for notice to the Class, an opportunity to opt-out of the Class, an opportunity to submit timely objections to the non-PAGA portion of the

settlement, and setting a hearing for Final Approval of the Settlement, including approval of attorneys' fees and costs.

28. "Qualified Settlement Fund" means the Qualified Settlement Fund ("QSF") created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

29. "Released Class Claims" means any and all claims, obligations, demands, rights, causes of action, and liabilities against Urban Releasees, whether in law or equity, that have been asserted or that could have been asserted in the Complaint, the First Amended Complaint, the Second Amended Complaint, and any amendments thereto; or that could have been asserted in the Complaint, the First Amended Complaint, the Second Amended Complaint, and any amendments thereto, based on the facts, claims and/or allegations pled therein. Released Class Claims include, but are not limited to, claims for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay for all hours worked (off-the-clock work), failure to provide meal periods, failure to provide rest periods, failure to pay premiums at the correct rate of pay, failure to timely pay final wages and wages earned during employment, failure to provide accurate, itemized wage statements, and failure to maintain accurate and complete records, and includes all claims for recovery of compensation, overtime pay, minimum wage, premium pay, and/or all penalties under the California Labor Code and California's Wage Orders, and claims derivative and/or related to those claims, including those under the California Business & Professions Code and PAGA related to released claims, from June 28, 2019 through the earlier of the Preliminary Approval Date or August 31, 2022.

30. "Released PAGA Claims" means any and all claims, obligations, demands, rights, causes of action, and liabilities against Urban Releasees, under PAGA that have been asserted or that could have been asserted in the Complaint, the First Amended Complaint, the Second Amended Complaint, the PAGA letter to the LWDA, and any amendments thereto; or that could have been asserted in the Complaint, the First Amended Complaint, the Second Amended Complaint, and any amendments thereto, based on the facts, claims and/or allegations pled therein. Released PAGA Claims include, but are not limited to, claims for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay for all hours worked (off-the-clock work), failure to provide meal

periods, failure to provide rest periods, failure to pay premiums at the correct rate of pay, failure to timely pay final wages and wages earned during employment, failure to provide accurate, itemized wage statements, and failure to maintain accurate and complete records and includes all such claims from June 28, 2019 through the earlier of the Preliminary Approval Date or August 31, 2022.

31. “Request for Exclusion” means a signed request from a Class Member to be excluded from the non-PAGA portion of this Settlement.

32. “Service Enhancement” means the incentive payment in an amount not to exceed \$15,000 total to the Class Representative.

33. “Settlement Administration Expenses” are those expenses incurred by the Settlement Administrator in effectuating the Settlement, not to exceed \$30,000.

34. “Settlement Administrator” means CPT Group, Inc.

35. “Settlement Class Member” means any Class Member who does not opt out of the settlement or who opts out but subsequently rescinds the opt-out in a timely manner.

36. “Stipulation of Settlement” and “Settlement Agreement” shall mean this Joint Stipulation of Class Action and Representative Action Settlement and Release.

37. “Urban” means Defendant Urban Outfitters, Inc.

38. “Urban Releasees” means Urban and all of its former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and each of their respective predecessors, successors, and assigns, as well as each of their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, benefit plans, plan administrators, insurers and trustees.

39. “Urban’s Counsel” means Morgan, Lewis & Bockius LLP.

II. LITIGATION BACKGROUND

40. On or about June 25, 2020, Plaintiff filed with the LWDA a PAGA notice letter which stated that Plaintiff intended to seek civil penalties against Urban for various violations of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders. On September 1, 2020, Plaintiff filed her initial complaint against Urban in the Los Angeles County Superior Court. On December 9,

2020, Plaintiff filed a First Amended Complaint.

41. Within 5 days of execution of this Settlement Agreement, the Parties will request leave from the Court for Plaintiff to file the proposed Second Amended Complaint as set forth in Section IV.D. The proposed Second Amended Complaint (“Complaint”) asserts class and representative action claims under California law for (1) failure to pay minimum wage, (2) failure to pay overtime or pay overtime at the correct rate of pay, (3) failure to pay for all hours worked (off-the-clock work), (4) failure to provide meal periods, (5) failure to provide rest periods, (6) failure to pay premiums at the correct rate of pay, (7) failure to timely pay final wages and wages earned during employment, (8) failure to provide accurate itemized wage statements, and (9) failure to maintain accurate and complete records.

42. Urban denies Plaintiff’s claims, and asserts that Urban has complied with all applicable labor laws. Consequently, Urban does not believe that any liability to Plaintiff, the State of California or the LWDA, or to any other individual whom Plaintiff seeks to represent exists, or that Plaintiff, the State of California or the LWDA, or any other any other individual whom Plaintiff seeks to represent are entitled to any recovery in the Action.

43. On May 26, 2022, the Parties participated in a mediation with experienced mediator Michael D. Young, Esq. After the mediation, the Parties accepted a mediator’s proposal as to certain material terms of the Settlement, including the Maximum Settlement Amount. The terms of the settlement are now set forth in complete and final form in this Settlement.

44. Neither this Settlement, nor any final judgment pursuant to this Settlement, will constitute an admission of any form of wrongdoing or liability on the part of Urban or the accuracy of any allegation raised in the Action. This Settlement is entered into in compromise of disputed claims. Plaintiff and Urban intend, by their actions pursuant to this Settlement, merely to avoid the expense, delay, uncertainty, and burden of litigation. This Settlement and any related court documents or orders may not be cited or otherwise admitted as evidence of liability. There has been no final determination by any Court as to the merits of the Action.

45. It is the intention of the Parties that this Settlement Agreement will constitute a full and complete settlement and release of the claims averred in the Action by the Plaintiff individually, on behalf

of the Class Members, and as the authorized proxy and agent of the State of California and the LWDA on behalf of all PAGA Members pursuant to PAGA. This release includes in its effect a release of all the Urban Releasees.

III. JURISDICTION AND VENUE

46. This Court has jurisdiction over the Parties and the subject matter of this Settlement. This Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations provided for herein have been fully executed.

IV. TERMS OF SETTLEMENT

47. NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, the Parties agree, subject to the Court's approval, as follows:

A. Non-Admission of Liability

48. Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, will be construed to be or deemed an admission by the Urban Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person, and the Urban Releasees specifically disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, the PAGA Members, or any other person. Urban also maintains that, for any purpose other than settlement, the claims alleged in the Action are not suitable or appropriate for class and/or representative action treatment or manageable pursuant to California Code of Civil Procedure Section 382, California Labor Code § 2698 *et seq.*, or any other applicable laws or rule(s). Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies, including in the Action. This Settlement Agreement and any communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability, whether in the Action or elsewhere. There has been no final determination by any Court as to the merits of the claims asserted by Plaintiff against Urban. Furthermore, nothing in this Settlement Agreement will be considered any form of waiver of any applicable alternative dispute resolution policy, and Urban expressly does not waive any right to enforce arbitration agreements and class, collective, and

representative action waivers in any other circumstance.

B. Certification

49. The Parties stipulate, for settlement purposes only, to the certification of the Class described in Paragraph 4 above as to all claims asserted in the Complaint pursuant to state law. If for any reason the Court does not approve this Settlement, fails to enter the Final Approval Order, or fails to enter the Judgment or Final Judgment, or if this Settlement Agreement and Stipulation is lawfully terminated for any other reason, Urban shall retain the absolute right to dispute the propriety of class certification and/or the ability of this action to proceed as a representative action on all applicable grounds.

50. The Parties further stipulate that, for settlement purposes only, Plaintiff's Counsel may be appointed Class Counsel and that Named Plaintiff may be appointed as Class Representative. Urban's stipulation to this settlement class shall in no way be considered any form of waiver of any form of alternative dispute resolution. Urban's stipulation to this settlement class shall not be construed as an admission or acknowledgment of any kind that any class should be certified or given class action treatment. The Settlement Class may be provisionally certified as a class action for the purposes of the monetary relief provided in this Settlement Agreement. Plaintiff's Counsel may be preliminarily and conditionally appointed as Class Counsel.

C. Non-Approval By The Court

51. In the event that this Settlement Agreement is not approved by the Court, fails to become effective, is reversed, withdrawn or modified by the Court:

- (a) The Settlement Agreement will have no force or effect, other than the confidentiality provisions in Section XII and the non-admission provisions in Paragraph 48;
- (b) The Settlement Agreement will not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- (c) None of the parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the merits of

Plaintiff's claims; and

- (d) Urban does not waive, and instead expressly reserves its rights to challenge the propriety of the Action proceeding as a class and/or representative action.

D. Second Amended Complaint

52. Within 5 days after the execution of this Settlement Agreement, the Parties will file a joint stipulation with the Court requesting leave for Plaintiff to file the proposed Second Amended Complaint attached as Exhibit B, which adds class action claims and allegations comporting with the scope of the Released Class Claims.

E. Settlement Payments

53. Urban agrees to pay a Maximum Settlement Amount of Two Million Five Hundred Thousand Dollars (\$2,500,000), inclusive of (a) all settlement payments to Class Members; (b) all PAGA penalty settlement payments to the LWDA and PAGA Members; (c) any award of attorneys' fees and out-of-pocket litigation costs and expenses to Plaintiff's Counsel; (d) any award of a Service Enhancement; and (e) all payroll taxes and other applicable taxes for the settlement payments, excluding Urban's share of employer taxes on the amounts allocated to wages which will be paid separately from and in addition to the Maximum Settlement Amount. The parties specifically agree, subject to Court approval, to the following allocations to be paid from the Maximum Settlement Amount:

- (a) From the Maximum Settlement Amount, Plaintiff's Counsel may seek from the Court attorneys' fees up to 35% of the Maximum Settlement Amount, and actual litigation costs and expenses up to \$25,000. Urban will not oppose Plaintiff's application up to these amounts so long as Plaintiff and Plaintiff's counsel are not in breach of the Settlement Agreement.
- (b) From the Maximum Settlement Amount, Plaintiff's Counsel may seek from the Court a Service Enhancement award to Plaintiff not to exceed \$15,000, which Urban will not oppose so long as Plaintiff and Plaintiff's counsel are not in breach of the Settlement Agreement.
- (c) From the Maximum Settlement Amount, Settlement Administration Expenses in

a reasonable amount not to exceed \$30,000.

- (d) From the Maximum Settlement Amount, a payment of \$75,000.00 to the LWDA (the LWDA PAGA Penalty Amount), representing the LWDA's 75% share of the settlement attributable to PAGA penalties.
- (e) From the Maximum Settlement Amount, a payment of \$25,000.00 to be allocated among PAGA Members based on PAGA Members' eligible employee service time for Covered PAGA Pay Periods, as reflected on Urban's internal records (the PAGA Group Payment). Individual PAGA Group Payments will be calculated as follows: the numerator shall be the number of the PAGA Member's individual Covered PAGA Pay Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the total PAGA Group Payment amount.
- (f) From the Net Settlement Amount (*i.e.*, the remainder of the Maximum Settlement Amount, including interest accruing to it, after payments have been made for attorneys' fees and litigation expenses, the Service Enhancement, the Settlement Administration Expenses, the LWDA PAGA Penalty Amount, and the PAGA Group Payment), Class Settlement Payments will be calculated based on Class Members' eligible employee service time for Covered Class Workweeks, as reflected on Urban's internal records. Individual Class Settlement Payments will be calculated as follows: the numerator shall be the number of the Class Member's individual Covered Class Workweeks; the denominator shall be the total Covered Class Workweeks for all Class Members; this fraction shall be multiplied by the Net Settlement Amount.
- (g) If the Court approves a lesser amount of attorneys' fees and litigation costs or the Service Enhancement, than the amount sought by Plaintiff and Plaintiff's Counsel, any amount disallowed by the Court will be added to the Net Settlement Amount to be distributed in pro rata shares to the Settlement Class

Members; or, in the event Plaintiff and Plaintiff's counsel appeal an order reducing the requested amount of attorneys' fees and litigation costs or the Service Enhancement, then any amount not approved by the Court will not be added to the Net Settlement Amount and after the resolution of the appeal any amount not approved will be distributed by *cy pres* to Legal Aid. The Parties agree that the Settlement Agreement will remain binding with such modification(s) as ordered by the Court, and its terms will be otherwise unchanged. This Settlement is not conditioned upon the Court's approval of Plaintiff's Counsel's petition for attorneys' fees and litigation costs or the amount of any Service Enhancement awards.

- (h) The Settlement Administrator will disburse monies from the Maximum Settlement Amount as and when authorized in this Settlement Agreement and by order of the Court, will file and issue any necessary tax reporting documents, and will inform the Parties and (as required) the Court of its fulfillment of the duties imposed by this Settlement Agreement.
- (i) The Settlement Administrator will issue settlement checks to the Settlement Class Members, PAGA Members, and the LWDA under this Settlement Agreement, as well as the Service Enhancement to the Plaintiff and attorneys' fees and costs awarded to Plaintiff's Counsel, by sending such payments by mail or other reliable means to the respective recipients as specified below.

F. Objections

54. Only Settlement Class Members who do not opt-out may object to the non-PAGA portion of the Settlement. Class Members who opt-out of the Settlement and PAGA Members are not eligible to object. All objections must be sent no later than forty-five (45) days after the mailing of the Class Notice, and such deadline applies notwithstanding any argument regarding non-receipt of the notice. Anyone who fails to send timely written objections in this manner shall be deemed to have waived any objections and shall be foreclosed from filing any appeal from any Final Approval Order

issued by the Court. The Parties may file a response to any objections submitted by objecting Class Members at or prior to the Final Approval Hearing. Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court.

G. Opt-Outs

55. Class Members who wish to “opt out” of and be excluded from the non-PAGA portion of this settlement must submit a written Request for Exclusion from the Settlement bearing a post-mark from a date within the Claims Period. Class Members are still bound by the release of PAGA claims even if they submit a valid Request for Exclusion and will receive a check with his or her individual payment from the PAGA Group Payment. The Request for Exclusion must include: (a) the Class Member’s name; (b) a statement that the Class Member desires to exclude himself or herself from the case; and (c) the last four digits of the Class Member’s social security number. If a Class Member submits a Deficient Request for Exclusion, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have until the end of the Claims Period or five (5) business days after the close of the Claims Period if the notice of deficiency is sent by the Settlement Administrator within (5) business days of the end of the Claims Period to cure said deficiencies, at which point his or her Request for Exclusion will be rejected if not received. Class Members submitting untimely or Deficient Requests for Exclusion shall be bound by the Settlement and its releases and will be considered Settlement Class Members for settlement distribution purposes. Class Members shall be permitted to rescind their Request for Exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept Late Requests for Exclusion without the written authorization of Urban.

H. Released Class Claims

56. Upon Urban’s transfer of the Maximum Settlement Amount and the amount of Urban’s share of applicable employer payroll taxes on the wage-portion of the Class Settlement Payments to the Settlement Administrator, each Class Member who has not opted out of the Settlement and the Class

Representative shall be deemed to have fully, finally, and forever released Urban Releasees from all Released Class Claims as set forth in Section VII. Plaintiff, in conjunction with her requesting her Service Enhancement, also will enter into the General Release as set forth in Section VII.B.

I. Released PAGA Claims

57. Upon Urban's transfer of the Maximum Settlement Amount and the amount of Urban's share of applicable employer payroll taxes on the wage-portion of the Class Settlement Payments to the Settlement Administrator, Plaintiff individually, and the State of California, the LWDA, and all PAGA Members, through Plaintiff acting as the proxy and agent for the State of California and the LWDA and as a Private Attorney General acting on behalf of all allegedly aggrieved current and former employees of Urban, will be deemed to have fully, finally, and forever released the Urban Releasees from all Released PAGA Claims as set forth in Section VII.

J. Entry of Judgment

58. At the Final Approval Hearing, the Parties will request that the Court, among other things: (a) finally certify the Settlement Class for purposes of settlement only; (b) enter a Final Approval Order in accordance with the terms of this Settlement Agreement; (c) approve the settlement as fair, adequate, reasonable, and binding on all Settlement Class Members; and (d) enter an order and final judgment as to all claims released by this Settlement Agreement.

V. SETTLEMENT ADMINISTRATION

A. Settlement Administrator Duties

59. The Settlement Administrator will create a Qualified Settlement Fund ("QSF"), to be funded by the Maximum Settlement Amount paid by Urban and administered by the Settlement Administrator. The Settlement Administrator shall have control over the distribution of funds from the QSF, once funded. With respect to the QSF, the Settlement Administrator shall: (1) satisfy all federal, state and local and income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF; and (2) satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement Agreement. The aforementioned fees, costs and

expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Expenses. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section. If the Court does not enter the Final Approval Order and Judgment or if the Effective Date does not occur, Urban shall not be obligated to wire the aforementioned funds.

60. Pursuant to the terms of this Settlement Agreement, the Settlement Administrator will be responsible for and the Maximum Settlement Amount will cover: (a) calculating each Class Member's potential recovery of the Net Settlement Amount and the PAGA Group Payment; (b) preparing and mailing to all Class Members the Class Notice with estimated individual Class Settlement Payment and PAGA Group Payment amounts, and instructions on how to opt out of or object to the non-PAGA portion of the Settlement, and will take appropriate steps to trace, update and locate any individual Class Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) receiving and serving on Class Counsel and Urban's Counsel, and the Court, Requests for Exclusion and any withdrawal and rescission statements; (d) providing to Class Counsel and Urban's Counsel a weekly report of activity; (e) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members; (f) determining and paying the final amounts due to be paid to Settlement Class Members and PAGA Members after adjustment for funds due to Class Members who opt out of the settlement; (g) reporting to Class Counsel, Urban's Counsel, and the Court regarding the completion of the tasks identified in this paragraph; and (h) carrying out other related tasks including the proper maintenance of the QSF and reporting required for that account, in accordance with the terms of this Settlement Agreement.

61. All disputes relating to the Settlement Administrator's ability and need to perform its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

62. When and if the Court grants Final Approval of the Settlement, and the Settlement Effective Date as defined herein has passed, the Settlement Administrator shall prepare a final list of all

Settlement Class Members and PAGA Members. The Settlement Administrator shall provide this list to Urban's counsel within 7 days after the Settlement Effective Date. For each Settlement Class Member and PAGA Member on this list, the Settlement Administrator will re-calculate the amounts due to each Settlement Class Member and PAGA Member and issue checks payable to said Settlement Class Members and PAGA Members.

63. Except for the Service Enhancement described above to be paid to the Class Representative, all Class Settlement Payments to Settlement Class Members shall be allocated as follows: 50% of each individual settlement payment as unpaid wages, which will be reported on an IRS Form W-2 with applicable withholdings; and 50% of each individual settlement payment as non-wage recovery, including interest and penalties, which will be reported on an IRS Form 1099 without withholdings. All PAGA Group Payments will be allocated entirely to statutory penalties and will be reported on an IRS Form 1099 without withholdings. Urban is responsible for paying the employer tax contributions on the amounts allocated as unpaid wages as required by law. The Class Representative and Settlement Class Members must pay their own portion of payroll and all applicable income taxes on the 50% of the Class Settlement Payment that is unpaid wages, and such amounts will be withheld from the individual settlement payments. The Class Representative and Settlement Class Members shall be exclusively liable for any and all tax liability on the amounts allocated as non-wage recovery. The Settlement Administrator shall be responsible for the timely reporting and remitting of the Employer Payroll Tax Payment to the appropriate taxing authorities and shall indemnify Urban for any penalty arising out of an incorrect calculation and/or interest with respect to late payment of the same. All Parties represent that they have not received, and shall not rely on, advice or representations from other Parties or their agents or attorneys regarding the tax treatment of payments under federal, state, or local law.

64. The Service Enhancement to the Class Representative shall be treated as compensation for non-wage related claims and injuries, and shall be reported on an IRS Form 1099 without withholdings.

65. All portions of Class Settlement Payments to Named Plaintiff and/or Settlement Class Members that are allocated as unpaid wages under this Settlement Agreement shall be considered

compensation for disputed wages of Class Members during the period of employment with Urban. To the extent any individual settlement payment results in any overpayment of unemployment benefits to the Named Plaintiff and/or any Settlement Class Member, the amount of any such overpayment shall be the responsibility of the individual Named Plaintiff and/or Settlement Class Member.

66. Each Party to this Settlement Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure.

67. After all payments have been disbursed from the QSF, the Settlement Administrator shall dissolve the QSF and file a return (SF-1120) with the IRS.

B. Notice to Class Members

68. Within twenty-one (21) days after the Preliminary Approval Date, Urban shall provide to the Settlement Administrator information in electronic format regarding all Class Members, including name(s), last known residence addresses, Social Security numbers, and dates worked for Covered Class Workweeks. Class Member data shall only be used by the Settlement Administrator for the purpose of calculating settlement shares and finding and notifying Class Members of the settlement. Class Member

data will be subject to the Settlement Administrator's confidentiality agreement and shall not be disclosed to the Named Plaintiff, Class Counsel, or any other Class Members without the written consent of Urban, except that Urban will authorize the Settlement Administrator on a case-by-case basis to provide to Plaintiff's Counsel information necessary to field any questions or address any challenges raised by a specific Class Member.

69. Prior to mailing the Class Notice, the Settlement Administrator will update the addresses for the Class Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Settlement Administrator to locate Class Members and re-mail the Class Notice to the correct or updated address. The Settlement Administrator will use all appropriate tracing methods, including skip tracing, to ensure that the Class Notice is received by Class Members. The Settlement Administrator shall also take reasonable steps including skip tracing to locate any Class Member whose Class Notice is returned as undeliverable.

70. Within thirty (30) days of receiving the Class Member data from Urban and after it has completed all of the address updates for Class Members, the Settlement Administrator shall mail the Class Notice to Class Members. At least five (5) business days prior to this mailing, the Settlement Administrator shall provide Urban with a report listing the estimated settlement payment amounts to each Class Member.

71. Class Members shall have forty-five (45) days from the date of mailing of the Class Notice to opt out of the Class or object to the Settlement. If the 45th day falls on a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday. After recalculating estimated settlement allocations to account for opt-outs, Settlement Class Members and PAGA Members will receive their allocation from the settlement fund agreed upon pursuant to this Settlement Agreement and calculated by the Settlement Administrator.

72. All Settlement Administration Expenses shall come out of the Maximum Settlement Amount.

VI. CALCULATION AND DISTRIBUTION OF SETTLEMENT PAYMENTS

A. Calculation of Settlement Amounts

73. The Settlement Administrator shall calculate pro rata Class Settlement Payments out of the Net Settlement Amount to Class Members as described in Paragraph 53 of this Agreement, and based on Urban's internal records. The Settlement Administrator also shall calculate pro rata individual PAGA Group Payments to PAGA Members as described in Paragraph 53 of this Agreement, and based on Urban's internal records.

74. In addition, Urban, through the Settlement Administrator, shall also make a payment to the California LWDA for the LWDA PAGA Penalty Amount as consideration for the release of all PAGA claims that are the subject of the Action on behalf of the State of California.

B. Eligibility for Settlement Payments

75. Class Members who have not opted out of the settlement will be considered Settlement Class Members eligible to receive a Class Settlement Payment. Only Settlement Class Members will be eligible to receive a Class Settlement Payment.

76. Each Class Notice mailed to a Class Member will identify his or her dates of employment for the Covered Class Workweeks and Covered PAGA Pay Periods that Urban's records indicate the individual worked as a Class Member and PAGA Member, and will estimate each Class Member's pro rata share of the Net Settlement Amount including their share of the PAGA Group Payment as PAGA Members.

77. Settlement Class Members will have the right to challenge only their dates of employment for the Covered Class Workweeks or for the Covered PAGA Pay Periods as shown on the Class Notice. Settlement Class Members' challenges to their dates of employment for the Covered Class Workweeks or for the Covered PAGA Pay Periods listed on the Class Notice shall be sent directly to the Settlement Administrator at the address indicated on the Class Notice. Any challenge must be made during the Claims Period. The Settlement Administrator will inform Class Counsel and Urban's Counsel in writing of any timely filed challenges. Urban's records are presumed to be accurate unless the Settlement Class Member submits documentation demonstrating otherwise, *i.e.*, a Settlement Class

Member who fails to provide written proof will have his or her challenge denied. In the event of any dispute over an individual's workweeks, Urban's Counsel will investigate the challenge and determine whether any additional workweeks should be credited to the Settlement Class Member making the challenge. Urban will decide whether the Settlement Class Member's challenge shall be accepted. Urban's decision is final and binding without a right of appeal.

78. The Settlement Administrator shall (a) date stamp all original Requests for Exclusion that it receives; (b) serve copies on Class Counsel and Urban's Counsel no later than 5 business days after receipt, or immediately if received within 5 business days of the Final Approval Hearing; and (c) provide a declaration attaching as exhibits the date-stamped Requests for Exclusion received to be filed with the Court pursuant to Paragraph 101.

79. The Settlement Administrator shall also (a) date stamp all original rescissions of Requests for Exclusion it receives; (b) serve copies on Class Counsel and Urban's Counsel no later than 5 business days after receipt, or immediately if received within 5 business days of the Court's Final Approval Hearing; and (c) provide a declaration attaching as exhibits the date-stamped rescissions of Requests for Exclusion received to be filed with the Court pursuant to Paragraph 101.

80. The Settlement Administrator shall be responsible for issuing and mailing the checks and any necessary tax reporting forms to Settlement Class Members and/or PAGA Members, the Class Representative, Class Counsel, and Urban. The Settlement Administrator shall provide a declaration of payment, which will be filed with the Court and served on Class Counsel and Urban within 150 days after mailing the payments to Settlement Class Members, PAGA Members, the Class Representative, and Class Counsel.

C. Process and Deadlines

81. Within seven (7) days after the Effective Date, the Settlement Administrator shall make the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members. Upon completion of its final calculation of payments, the Settlement Administrator shall provide Urban's Counsel with a report listing the amount of all Class Settlement Payments to be made to each Settlement Class Member and all payments out of the PAGA Group

Payment to be made to each Settlement Class Member and/or PAGA Member.

82. Within 14 days after the Effective Date, Urban will provide payment of the Maximum Settlement Amount to the Settlement Administrator to fund the QSF to be created by the Settlement Administrator, in addition to Urban's share of employer payroll taxes for the payments reportable on IRS Form W-2.

83. Within 30 days after the Effective Date, the Settlement Administrator shall distribute and pay Class Settlement Payment checks to all Settlement Class Members, pay the Class Representative her Service Enhancement payment, issue a check to the LWDA for the LWDA PAGA Penalty Amount, issue checks to the PAGA Members for their individual PAGA Group Payments, and pay Class Counsel's attorneys' fees and costs.

D. Uncashed Settlement Checks

84. Settlement Class Members who are sent Class Settlement Payments and PAGA Members who are sent PAGA Group Payments will have 90 calendar days after mailing by the Settlement Administrator to cash settlement checks and will be so advised of such deadline. If such Settlement Class Members and/or PAGA Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Within thirty (30) days after the expiration date of the settlement checks, the Settlement Administrator shall provide to Class Counsel and Urban's Counsel a verification/declaration signed under penalty of perjury that it has mailed the settlement checks to Settlement Class Members and/or PAGA Members, and if uncashed, that such amounts have been sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, *et seq.* in the name of the Settlement Class Member and/or PAGA Member to whom the uncashed check was addressed, for the benefit of those Settlement Class Members and/or PAGA Members who did not cash their checks until such time as they claim their property.

VII. RELEASE OF CLAIMS

A. Release by Plaintiff, Settlement Class Members, PAGA Members, and the LWDA

85. Upon Urban's transfer of the Maximum Settlement Amount and the amount of Urban's

share of applicable employer payroll taxes on the wage-portion of the Class Settlement Payments to the Settlement Administrator, Plaintiff and each and every Settlement Class Member, will be deemed to have, and by operation of the Final Approval Order and Judgment entered by the Court will have fully, finally, and forever released, relinquished, and discharged each and all of the Urban Releasees from any and all Released Class Claims. All Settlement Class Members shall be bound by the release, unless they formally opt-out.

86. Upon Urban's transfer of the Maximum Settlement Amount and the amount of Urban's share of applicable employer payroll taxes on the wage-portion of the Class Settlement Payments to the Settlement Administrator, Plaintiff, on behalf of herself and on behalf of the LWDA and each and every PAGA Member, will be deemed to have, and by operation of the Final Approval Order and Judgment entered by the Court will have fully, finally, and forever released, relinquished, and discharged each and all of the Urban Releasees from any and all Released PAGA Claims. All PAGA Members shall be bound by the release as to any Released PAGA claims even if they have formally opted out of the Settlement Class.

87. The Parties agree that this Settlement Agreement is conditioned upon this release of all Released Class Claims as defined in Paragraph 29 and Released PAGA Claims as defined in Paragraph 30. Upon the Effective Date, Plaintiff, the LWDA, and each and every Settlement Class Member and PAGA Member will be bound by the terms of this Settlement Agreement and will have recourse exclusively to the benefits, rights, and remedies provided hereunder.

88. Plaintiff agrees that this Settlement Agreement is further conditioned upon her individual covenant not to participate in any further proceedings seeking damages, penalties, or other remedies for any Released Class Claims or Released PAGA Claims. Plaintiff agrees that the Settlement is fair and reasonable and will participate in the settlement.

B. General Release by Plaintiff

89. For and in accepting the consideration of the Service Enhancement awarded, Plaintiff further will make a general release (the "General Release") on behalf of herself and her heirs, executors, administrators, representatives, successors and assigns, of the Urban Releasees, to the full extent

permitted by law, of and from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Urban Releasees (as defined in Paragraph 38), whether or not acting in the course and scope of employment, and all persons acting by, through, under, or in concert with any of them, of any and every kind, nature and character whatsoever, known or unknown, suspected or unsuspected, whether based on a tort, contract, statute, or any other theory of recovery, and whether for compensatory or punitive damages which Plaintiff had at any time heretofore or claimed to have or which Plaintiff may have or claims to have regarding events that have occurred relating to any work performed for the Urban Releasees as of the Preliminary Approval Date. This includes all of Plaintiff's claims against the Urban Releasees related to or arising out of Plaintiff's employment with the Urban Releasees, and/or the cessation of employment or purported employment therefrom. These claims expressly include, but are not limited to, those arising under the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*), the Employee Retirement Income Security Act (29 U.S.C. § 1000, *et seq.*), the Family and Medical Leave Act, the Fair Labor Standards Act ("FLSA") (29 U.S.C. §§ 201 *et seq.*), the Lily Ledbetter Act, Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, *et seq.*), the California Family Rights Act, California Equal Pay Law, California Whistleblower Protection Laws, California Pregnancy Disability Leave Law, the California Fair Employment and Housing Act (Cal. Government Code § 12900, *et seq.*), and any and all claims related to the following: unpaid wages; unpaid overtime; failure to pay all compensation on termination of employment; missed meal periods; missed rest periods; reimbursement of expenses; inaccurate wage statements; deductions and/or chargebacks from wages; any alleged violations of the California Labor Code; any alleged violations of applicable federal law including, but not limited to, the FLSA; any alleged violation of and/or any remedy provided by the California Civil Code and/or the California Code of Civil Procedure including, but not limited to, section 1021.5; any claims for penalties under the California Labor Code and/or the California Private Attorneys General Act, California Labor Code section 2698 *et seq.* ("PAGA"); any and all claims for relief under California Business and Professions Code section 17200 *et seq.*, including any and all claims for injunctive relief; and any and all other claims for relief, including any associated prayers for compensatory damages, indemnification, injunctive relief, punitive damages, liquidated damages,

penalties, interest, attorneys' fees or costs; any claims arising under the California Constitution; and any of Plaintiff's claims or allegations that Urban Releasees deprived Plaintiff of any pay or other benefits or legal protections to which Plaintiff alleges Plaintiff is or was entitled. The Plaintiff and Urban Releasees intend for this definition to be all encompassing and to act as a full and total release of any of Plaintiff's claims that Plaintiff may legally waive or release against Urban Releasees arising from any work Plaintiff performed for Urban Releasees, whether specifically enumerated herein or not, that the Plaintiff might have or had, that exists or ever has existed on or to the Preliminary Approval Date. Plaintiff's General Release also includes the waiver of any right to bring, maintain, or participate in a class, collective, or representative action against the Urban Releasees to the maximum extent permitted by law. Plaintiff's General Release, however, shall not constitute a release of any claims that may not lawfully be waived; further, Plaintiff does not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations Board ("NLRB"), subject to the confidentiality provisions of the Settlement Agreement, and subject to the condition that Plaintiff not seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom and understands that such limitation does not in any way restrict her ability to file and pursue such charge consistent with the confidentiality obligations set forth in this Settlement Agreement; and further, Plaintiff does not waive any rights with respect to, or release Urban Releasees from, any claims for unemployment insurance.

90. Thus, for the purpose of implementing a full and complete release and discharge of the Urban Releasees, Plaintiff expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of execution hereof, and that this General Release contemplates the extinguishment of any such claim or claims.

91. In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that Plaintiff or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on

her behalf against the Urban Releasees at the time of execution of the Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Urban Releasees or the cessation of that employment. Plaintiff and Urban further acknowledge, understand and agree that this representation and commitment is essential to each Party and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

92. It is further understood and agreed that as a condition of this General Release, and to effect a full and complete general release as described above, Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that she may have under California Civil Code Section 1542, which provides 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.

Plaintiff warrants that she has read this Agreement, including the waiver of California Civil Code section 1542, and that she has consulted with or had the opportunity to consult with counsel of her choosing and specifically about the waiver of section 1542, that she understands this Agreement and the section 1542 waiver, and that she freely and knowingly enters into this Agreement, this General Release, and the section 1542 waiver.

93. Plaintiff further agrees that, unless required to do so by law, she will not testify, provide documents, or otherwise participate, or request others to participate on her behalf, in any proceeding or litigation that is related to any conduct by any Urban Releasee as of the date of this Settlement Agreement. Notwithstanding the foregoing, nothing in this General Release will prohibit or restrict Plaintiff from: (i) providing information to, or otherwise assisting in, an investigation by Congress, the Equal Employment Opportunity Commission or the NLRB, the Securities and Exchange Commission ("SEC") or any other California or federal regulatory or law enforcement agency or self-regulatory organization ("SRO"); (ii) testifying, participating, or otherwise assisting in a proceeding relating to an alleged violation of any California or federal law relating to fraud or any rule or regulation of the SEC or

any SRO; (iii) complying with a lawful subpoena or other legal process, subject to the terms of the Settlement Agreement; or (iv) seeking enforcement of this settlement agreement or approval of its terms.

94. If any of the provisions, terms, clauses, waivers or releases of claims and rights contained in this General Release are declared illegal, unenforceable, or ineffective in a legal forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or rights will be modified, if possible, in order to achieve, to the extent possible, the intentions of the parties and, if necessary, such provisions, terms clauses, waivers and releases of claims and rights will be deemed severable, such that all other provisions, terms, clauses and waivers and releases of claims and rights contained in this General Release will remain valid and binding upon both parties, provided, however, that, notwithstanding any other provision of this General Release, if any portion of the waiver or release of claims or rights is held to be unenforceable, Urban may, at its option, seek modification or severance of such portion, or terminate the Settlement Agreement pursuant to Paragraph 105.

95. Plaintiff further covenants that she will not participate in any other legal actions against Urban that involve the claims released by Plaintiff pursuant to the Released Class Claims, the Released PAGA Claims, and Plaintiff's General Release as set forth in this Section VII, unless she is required to do so pursuant to a court order or legal process, and will opt out of further actions upon receiving notice of such actions.

VIII. DUTIES OF THE PARTIES BEFORE PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

96. Plaintiff's Counsel, subject to Urban's approval, will submit this Settlement Agreement to the Court together with the Motion for Preliminary Approval of Settlement and Certification of Settlement Class. At least three (3) days before submission to the Court, Plaintiff will provide a draft of the Motion for Preliminary Approval and supporting papers to Urban for its review and comment. The motion shall seek an order:

- (a) Preliminarily approving the settlement;
- (b) Approving as to form and content the proposed Class Notice;
- (c) Directing the mailing of the Class Notice to Class Members;

- (d) Preliminarily certifying the Settlement Class for purposes of settlement and preliminarily appointing Named Plaintiff and Plaintiff's Counsel as representatives of the Settlement Class;
- (e) Preliminarily approving settlement administration services to be provided by the Settlement Administrator;
- (f) Preliminarily approving the Service Enhancement payment to Named Plaintiff as Class Representative;
- (g) Preliminarily approving the application for payment of reasonable attorneys' fees and costs to Plaintiff's Counsel;
- (h) Pending the Final Approval Hearing, enjoining Plaintiff and all Class Members and anyone acting on behalf of any Class Member, until the Class Member opts out, from: further prosecution of the Action; filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on a class action basis any action, claim or proceeding against Urban in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; or seeking certification of a class action that involves any such claims; and
- (i) Scheduling a Final Approval Hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class.

97. In conjunction with Plaintiff's Motion for Preliminary Approval, Plaintiff's Counsel will submit the proposed Settlement to the LWDA, in accordance with Labor Code § 2699(1)(2).

98. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Urban's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Urban's Counsel will expeditiously work

together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

99. Urban shall provide to the Settlement Administrator within 21 days after the Preliminary Approval Date the Class Member data as set forth in Paragraph 68. Urban shall submit this information in electronic format as specified by the Settlement Administrator and shall thereafter, during the notice, approval, opt out, and payment processes, assist the Settlement Administrator as necessary or as requested to use, correct, or update this information in order to enable the Settlement Administrator to locate and contact Class Members, and to provide information needed or requested by the Settlement Administrator in order to make determinations on Class Members' challenges.

100. The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Class Members notice and opportunity to opt out of or object to the Settlement, in every way necessary and appropriate to assure effective communication to individual Class Members of information concerning their rights and obligations under this Settlement Agreement.

101. Plaintiff's Counsel shall provide the Court at least five days prior to the Final Approval Hearing a declaration by the Settlement Administrator (i) of due diligence and proof of mailing of the Class Notice required to be mailed to Class Members by this Settlement Agreement, (ii) of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts, and (iii) attaching as exhibits all date-stamped Requests for Exclusion and date-stamped rescissions of Requests for Exclusion received from Class Members.

IX. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

102. The Parties will submit a proposed Final Approval Order, which shall include findings and orders:

- (a) Approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out;
- (b) Approving the payment of a Service Enhancement to the Named Plaintiff as Class Representative;
- (c) Approving Class Counsel's application for an award of attorneys' fees and

reimbursement of out-of-pocket litigation costs;

- (d) Releasing and extinguishing all Released Class Claims and Released PAGA Claims upon Urban's transfer of the Maximum Settlement Amount and any employer's share of payroll taxes thereon to the Settlement Administrator; and
- (e) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders.

103. Following entry of the Court's Final Approval Order, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

- (a) With the exception of any appeal by Plaintiff and Plaintiff's counsel of an order reducing the requested amount of attorneys' fees and litigation costs or the Service Enhancement, should an appeal be taken from the Final Approval Order, all Parties will support the approval order on appeal;
- (b) Class Counsel and Urban's Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Class Members entitled to payments from the Net Settlement Amount and/or PAGA Group Payment and assuring delivery of such payments;
- (c) Class Counsel and Urban's Counsel will assist the Settlement Administrator as needed or requested in responding to late requests for payments and the fair administration of that payment;
- (d) Class Counsel and Urban's Counsel will cooperate with each other and assist the Settlement Administrator as needed;
- (e) The Parties and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

X. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

104. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class, and sets further hearings. In the event of such

modification, the Parties will cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Within 21 days after the Preliminary Approval Date	Urban to provide the Settlement Administrator the Class Member information, including name(s), last known residence addresses, Social Security numbers, and all employment dates worked in the Covered Class Workweeks.
Within 30 days after receipt of Class Member data from Urban	Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any contact information. Settlement Administrator to mail Class Notice to Class Members.
5 business days before mailing Class Notice	Settlement Administrator to provide Urban's Counsel with estimated Class Settlement Payments to each Class Member and PAGA Group Payments to each PAGA Member.
45 days after mailing Class Notice	Deadline for Class Members to opt-out or object.
1 business day before Final Approval Hearing	Last day to rescind objections or opt-outs.
Effective Date	Following entry of the Final Approval Order and Judgment, the latest of the following dates: (a) the date of final affirmance on an appeal of the Approval Order and Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the Approval Order and Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Approval Order and Judgment (60 days after entry of the Court's Final Approval Order, if no appeals are filed)
Within 7 days after the Effective Date	Settlement Administrator to make the final calculation of Class Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members and provide Urban's Counsel with a report listing the amount of all payments to be made to each Settlement Class Member and PAGA Member.

Within 14 days after the Effective Date	Urban to transfer the Maximum Settlement Amount to the Settlement Administrator to be deposited into the QSF.
Within 30 days after the Effective Date	Settlement Administrator to distribute and pay settlement checks to the LWDA, the Settlement Class Members, and the PAGA Members, pay the Plaintiff her Service Enhancement, and pay Plaintiff's Counsel the attorneys' fees and costs approved and awarded by the Court.
90 days after distribution of settlement checks.	Expiration of Settlement Class Members' and PAGA Members' settlement checks.
150 days after distribution of settlement checks	Uncashed checks presented to Controller of the State of California. Settlement Administrator to provide a declaration of payment, which will be filed with the Court and served on Class Counsel and Urban.

XI. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

105. Urban has the right to withdraw from the Settlement at any time prior to the Effective Date if: (A) the Settlement is construed in such a fashion that Urban is required to pay more than the Maximum Settlement Amount and Urban's share of applicable employer payroll taxes; (B) the Court does not approve the Settlement; (C) the Court does not certify the Settlement Class, or does not certify a class releasing the Class Claims set forth in this Settlement Agreement, or does not order the release of claims of the PAGA Members agreed to by the Parties, or otherwise makes an order inconsistent with any of the material terms of this Settlement Agreement; (D) 2% or more of the Class Members elect to "opt out" of the Settlement Class; or (E) Plaintiff or Plaintiff's counsel breach any term of this Settlement Agreement.

106. If the Settlement Agreement is not finally approved, or Urban withdraws from the Settlement pursuant to paragraph 105, this Settlement Agreement and any related settlement documents (including the Parties' memorandum of understanding) will be null and void, other than the confidentiality and non-disclosure provisions in Section XII and the non-admission provisions in Paragraph 48. In such an event, neither this Settlement Agreement, nor the parties' memorandum of

understanding, nor the settlement documents, nor the negotiations leading to the Settlement, may be used as evidence for any purpose, and Urban will retain the right to challenge all claims and allegations in the Action and to assert all applicable defenses on all applicable grounds.

107. Other than as specified above, this Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XII. CONFIDENTIALITY AND PUBLICITY

108. Names of Class Members will be kept strictly confidential by the Settlement Administrator, who will not release such information to Plaintiff's Counsel and who will only file such information under seal if necessary, except the Settlement Administrator may disclose, in a declaration filed publicly with the Court, the names of Class Members who submitted valid and timely Requests for Exclusion. Plaintiff's Counsel agrees that any information they receive or have received in connection with this Settlement, may be used for the purposes of settling the Action only, and may not be used for any purpose or in any other action or proceeding.

109. Plaintiff and Plaintiff's Counsel agree not to disclose the terms of this settlement except in court papers, communications with Class Members after the Preliminary Approval Date, or if required by legal process, except that Plaintiff's counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their experience to a court. Plaintiff and Plaintiff's Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and Plaintiff's Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court.

XIII. PARTIES' AUTHORITY

110. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

XIV. MUTUAL FULL COOPERATION

111. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement will use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel will, with the assistance and cooperation of Urban and Urban's counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

XV. NOTICES

112. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff's Counsel:

Ronald W. Makarem
MAKAREM & ASSOCIATES, APLC
11601 Wilshire Boulevard, Suite 2440
Los Angeles, CA 90025
Tel: (310) 312-0299
Fax: (310) 312-0296
makarem@law-rm.com

To Urban's Counsel:

Carrie A. Gonell
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

If the identity of the persons to be notified for any party changes, or their address changes, that party will

notify all other parties of said change in writing.

XVI. MISCELLANEOUS PROVISIONS

A. Captions and Titles

113. Paragraph titles, headings, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

B. Drafting

114. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither Party will be considered the “drafter” of the Settlement Agreement for purposes of having terms construed against that party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

115. If a Party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other party.

D. Governing Law

116. The rights and obligations of the parties hereunder will be construed and enforced in accordance with, and will be governed by, the laws of the State of California, without regard to principles of conflict of laws.

E. No Impact on Benefit Plans

117. Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Urban. Such amounts will not form the basis for additional contributions to,

benefits under, or any other monetary entitlement under Urban's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement will not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Urban's benefit plan, policy, or bonus program. Urban retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

F. Integration

118. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of this Action and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements relating to this Action, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

G. No Prior Assignments

119. This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. 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 herein released and discharged except as set forth herein.

H. Counterparts and Electronic Signatures

120. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image (including DocuSign) of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will

be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF ALISON ANDRADE

Dated: 01 / 04 / 2023



Alison Andrade

DEFENDANT URBAN OUTFITTERS, INC.

Dated: _____

Name: _____
Title: _____

APPROVED AS TO FORM

MAKAREM & ASSOCIATES, APLC

Dated: 01 / 13 / 2023



Ronald W. Makarem
Attorneys for Plaintiff Alison Andrade

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____

Carrie A. Gonell
Attorneys for Defendant Urban Outfitters, Inc.

be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF ALISON ANDRADE

Dated: _____

Alison Andrade

DEFENDANT URBAN OUTFITTERS, INC.

Dated: 1/11/2023

DocuSigned by:

67CBDD12F8964C7
Name: Melanie Marein-Efron
Title: Chief Financial Officer

APPROVED AS TO FORM

MAKAREM & ASSOCIATES, APLC

Dated: _____

Ronald W. Makarem
Attorneys for Plaintiff Alison Andrade

MORGAN, LEWIS & BOCKIUS LLP

Dated: January 11, 2023



Carrie A. Gonell
Attorneys for Defendant Urban Outfitters, Inc.

EXHIBIT B

1 **MAKAREM & ASSOCIATES, APLC**
2 Ronald W. Makarem, Esq. (SBN 180442)
3 makarem@law-rm.com
4 Cameron Stewart, Esq. (SBN 140300)
5 stewart@law-rm.com
6 Daniel J. Bass, Esq. (SBN 287466)
7 bass@law-rm.com
8 11601 Wilshire Blvd., Suite 2440
9 Los Angeles, CA 90025-2440
10 Tel.: (310) 312-0299
11 Fax: (310) 312-0296

12 Attorneys for Plaintiff ALISON ANDRADE
13 individually and on behalf of all others similarly
14 situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ALISON ANDRADE, an individual,
Plaintiff,

vs.

URBAN OUTFITTERS, INC., and DOES 1-
20, inclusive;
Defendants.

CASE NO. 20STCV33377

~~AMENDED [PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT

*[Filed Concurrently With Motion For
Preliminary Approval and Supporting
Declaration]*

Date: February 23, 2023
Time: 8:30 a.m.
Division: 72

FILED
Superior Court of California
County of Los Angeles

02/23/2023

David W. Slayton, Executive Officer / Clerk of Court

By: F. Rojas Deputy

1 This matter came on for hearing on February 23, 2023, in the above-entitled court, on the
2 Motion for Preliminary Approval of Class Action Settlement and the Parties' Joint Stipulation
3 regarding the Amendment to the Settlement Agreement. Having fully reviewed and considered
4 the moving papers, and having analyzed the Joint Stipulation of Class Action and Representative
5 Action Settlement and Release ("Settlement Agreement") between Plaintiff ALISON
6 ANDRADE ("Plaintiff") and Defendant Urban Outfitters, Inc. ("Urban" or "Defendant")
7 (collectively "Parties"), attached to the Declaration of Daniel J. Bass as Exhibit "1" and
8 incorporated by reference in full and made a part of this Order, the Court **GRANTS** Plaintiff's
9 Motion for Preliminary Approval of Class Action Settlement and the Joint Stipulation regarding
10 the Amendment to the Settlement Agreement.

11 **THIS COURT HEREBY MAKES THE FOLLOWING ORDERS:**

12 1. Pursuant to the Parties' Joint Stipulation Regarding the Amendment to the
13 Settlement Agreement, Paragraph 84 of the Settlement Agreement is amended to replace the
14 citation to the Unclaimed Property Law as follows: "California Civil Code § 1500, *et seq.*" shall
15 be replaced with "California Code of Civil Procedure § 1500, *et seq.*"

16 2. Pursuant to the Parties' Joint Stipulation Regarding the Amendment to the
17 Settlement Agreement, the amended proposed Class Notice of Settlement shall replace the original
18 proposed Class Notice, attached as Exhibit "A" to the Settlement Agreement.

19 3. This Court hereby preliminarily finds the proposed settlement as set forth in the
20 Settlement Agreement appears fair, reasonable, and adequate, and accordingly, the Court
21 preliminarily approves and incorporates the Settlement Agreement.

22 4. All defined terms contained herein shall have the same meanings as those set forth
23 in the Settlement Agreement.

24 5. The Class Notice, attached as Exhibit "A" to Exhibit "1" of the Declaration of
25 Daniel J. Bass, is hereby approved. The Second Amended Complaint attached as Exhibit "B" to
26 Exhibit "1" of the Declaration of Daniel J. Bass, is hereby filed and served as of the date of the
27 signing of this order.
28

1 6. The Court finds that the distribution of the Class Notice in the manner set forth in
2 the Settlement Agreement substantially meets the requirements of California law and due process,
3 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice
4 to all persons entitled thereto.

5 7. Solely for the purposes of the proposed settlement, the following class is hereby
6 provisionally certified pursuant to the Settlement Agreement's terms and conditions and pursuant
7 to California Code of Civil Procedure section 382 as follows:

8 The "Class" means all individuals employed by Urban as non-
9 exempt employees who worked at an Urban Outfitters retail store in
10 California between June 28, 2019 and the earlier of the Preliminary
11 Approval Date or August 31, 2022.

12 8. Solely for the purposes of the proposed settlement, the Court does hereby
13 preliminarily approve Ronald W. Makarem, Cameron Stewart, and Daniel J. Bass of Makarem &
14 Associates, APLC ("Plaintiff's Counsel or Class Counsel") as Class Counsel.

15 9. Solely for the purposes of the proposed settlement, the Court does hereby
16 preliminarily approve Plaintiff Alison Andrade as Class Representative.

17 10. Solely for the purposes of the proposed settlement, the Court does hereby
18 preliminarily approve of and appoint CPT Group, Inc. ("CPT"), as the Parties' Settlement
19 Administrator, and approves of settlement administration costs of up to \$ 30,000.

20 11. The Court finds that the section of the Settlement Agreement regarding the
21 disposition of uncashed checks complies with California Code of Civil Procedure Sections 382.4
22 and 384 by providing that any unclaimed settlement funds (settlement checks that expire) shall be
23 sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
24 ~~California Civil Code~~ ^{CCP} Section 1500, *et seq.* in the name of the Settlement Class Member and/or
25 PAGA Member to whom the uncashed check was addressed, for the benefit of those Settlement
26 Class Members and/or PAGA Members who did not cash their checks until such time as they claim
27 their property.
28

12. A final fairness hearing (the "Final Approval Hearing") shall be set on July 27, 2023, in Department 72 of this Court, ^(9:30 a.m.) ~~the~~ ^{to} review the notice process and objections, if any, and to determine whether the proposed settlement on the terms and conditions set forth in the Settlement Agreement are fair, reasonable, and adequate, and should be approved by the Court; whether the Judgment as provided in the Settlement Agreement should be entered into; and to determine the amount of attorneys' fees and costs that should be awarded to Class Counsel and the amount of the Service Enhancement that should be awarded to the Representative Plaintiff. The Motion for Final Approval and supporting documents must be filed by 6/15/23.

13. The Settlement Administrator shall supervise and administer the notice procedure pursuant to the terms of the Settlement Agreement.

- a. Within 21 days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator the Class Member information, including name(s), last known residence addresses, Social Security numbers, and dates worked for Covered Class Workweeks.
- b. Within 30 days after receipt of Class Member data from Urban, the Settlement Administrator is to complete any skip trace or other address searched for Class Members, including updating any contact information and to mail Class Notice to Class Members.
- c. Within 5 business days before mailing the Class Notice the Settlement Administrator shall provide Urban's Counsel with estimated Class Settlement Payments to each Class Member and PAGA Group Payments to each PAGA Member.
- d. The Claims Period shall mean the period of forty-five (45) days following the mailing of the Class Notice by the Settlement Administrator. If the 45th day falls on a Sunday or holiday, the Claims Period shall end on the next business day that is not a Sunday or holiday.

14. Class Members who wish to “opt out” of and be excluded from the non-PAGA portion of this settlement must submit a written Request for Exclusion from the Settlement in the

1 manner set forth in the Class Notice and bearing a post-mark from a date within the Claims Period.
2 The Request for Exclusion must include: (a) the Class Member's name; (b) a statement that the
3 Class Member desires to exclude himself or herself from the case; and (c) the last four digits of
4 the Class Member's social security number.

5 15. Only Settlement Class Members who do not opt out of the Settlement may object
6 to the non-PAGA portion of the Settlement. Class Members who opt-out of the Settlement and
7 PAGA Members are not eligible to object. Any Settlement Class Member who wishes to object
8 to the non-PAGA portion of the Settlement must send a written objection to the Settlement
9 Administrator no later than forty-five (45) days after the mailing of the Class Notice . The written
10 objection must: (a) include the Class Member's name, address, telephone number, and last four
11 digits of their social security number; (b) state the case name and number; (c) state the specific
12 reason for the objection including any legal support; (d) state whether the Class Member or
13 someone on their behalf intends to appear at the final approval hearing; and (e) contain the Class
14 Member's signature.

15 16. The Court's preliminary approval of the Settlement Agreement is not to be deemed
16 an admission of liability or fault by Defendant, or a finding as to the validity of any claims or
17 defenses asserted in the action.

18 17. The Court reserves the right to adjourn the date of the Final Approval Hearing
19 without further notice to the Class Members, and it will retain jurisdiction to consider all further
20 applications arising out of or connected with the proposed Settlement.

21 **IT IS SO ORDERED.**

22
23 Dated: February 23, 2023



Curtis A. Kin

Curtis A. Kin / Judge
Judge of the Superior Court

EXHIBIT C

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_L \frac{1}{2}$ Years Out of Law School $i_L \frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $i_L \frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_L \frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_L \frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_L \frac{1}{2}$ 4-7" on June 1, 1999, and tier $i_L \frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

MAKAREM & ASSOCIATES

A Professional Law Corporation
11601 Wilshire Boulevard • Suite 2440 • Los Angeles, California 90025-1760
Telephone (310) 312-0299 • Fax (310) 312-0296
www.makaremlaw.com

Invoice Date 6/15/2023

Invoice # 15511

Invoice submitted to:

Alison Andrade

In Reference To: Urban Outfitters, Inc.

Matter No. 1792.001

Professional services rendered
through

Additional Charges :

	<u>Amount</u>
6/27/2020 Check to Labor and Workforce Development Agency; LWDA, BofA Conf. #QGQCZ-N5QCY	75.00
7/31/2020 Filing fees for: Complaint, Civil Case Cover Sheet, Summons; Bosco Legal Services, Invoice #4716114	1,722.45
8/6/2020 Complex filing fee for summons; Bosco Legal Services, Invoice #4745491	135.94
8/28/2020 Filing fee for notice of ruling; OneLegal Invoice #02802857	35.75
9/2/2020 Filing fees for complaint, summons, civil case cover sheet; OneLegal Invoice #02809818	463.51
Filing fees civil case cover sheet; OneLegal Invoice #02809861	14.15
Filing fees civil case cover sheet; OneLegal Invoice #02809914	9.95
10/16/2020 Remote attorney appearance for Case Review; Confirmation #TK201016455345.	15.00
11/6/2020 Filing fee for: Notice of Acknowledgement of Receipt, and Proof of Service by Mail; One Legal, Invoice #02937359.	14.15
11/9/2020 Filing fee for: Notice of Acknowledgement of Receipt, and Proof of Service by Mail; One Legal, Invoice #02941122.	36.00
12/7/2020 Remote attorney appearance fee for Order to Show Cause; Los Angeles Court Connect, Receipt #TK201207016554.	15.00
12/9/2020 Filing fee for Amended Complaint; Los Angeles Central District Stanley Mosk, Invoice #20LA02893341.	7.26
12/30/2020 Filing fee for Case Management Conference Statement and Proof of Service; Journal Technologies Portal, Invoice # EF-5ab6aab612d5.	7.26
1/12/2021 Telephonic appearance fee for Case Management Conference on 1/14/21 at 8:30 am; Los Angeles Court Connect, Invoice #TK210112515023.	15.00
11/9/2021 Expert services; Berger Consulting Group, Invoice #5073.	1,350.00
1/21/2022 Fee for no show Person Most Knowledgeable 1/19/22; Esquire Invoice #INV2106546.	445.00
2/18/2022 Transcript fee for the certified transcripts of Jeffery DeVault and Joanna Matthy; Veritext Legal Solutions, Invoice #5584803.	1,404.85

In Reference To: Urban Outfitters, Inc.

Professional services rendered through

	<u>Amount</u>
2/25/2022 Mediation fees for 4/12/22 mediation; Judicate West, Invoice #556889.	6,250.00
4/26/2022 Transcript fee for Nevla Flores taken on 4/4/22; Veritext, invoice #5738985.	1,296.90
5/12/2022 Expert services; Berger Consulting Group, invoice #BCG5890.	1,300.00
6/7/2022 Expert services; Berger Consulting Group, invoice #6213.	2,562.50
11/10/2022 Reservation fees for Motion on 1/31/23; Los Angeles Superior Court Journal Technologies confirmation #CR-PKAXVUKM9WR3EYLBZ.	61.65
1/18/2023 One Legal inv. # 19653531	17.66
2/14/2023 Filing Fees	27.81
2/23/2023 Minute Order	2.00
Total additional charges	<u>\$17,284.79</u>
Balance due	<u><u>\$17,284.79</u></u>

We accept Mastercard and Visa

EXHIBIT E