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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 PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

Date: January 31, 2023
Time: 8:30 a.m.
Division: 72

Reservation ID: 666680054523

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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 the Plaintiff in this case. I make this declaration in support of Plaintiff's Motion For Preliminary 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.

2. **Defendant and Plaintiff** - This case is a wage and hour action alleging violations of California state law. Defendants Urban Outfitters, Inc. is part of a portfolio of global consumer brands. Urban Outfitters operates over 200 stores in the U.S., including approximately 42 locations in California.

3. Plaintiff Alison Andrade (“Plaintiff”) was hired by Urban Outfitters, Inc. around July 2019. In mid-March 2020, due to COVID-19, Plaintiff was placed on a two-week furlough along with all other employees, with pay. After the two weeks expired, Plaintiff remained on furlough without pay, as the store remained closed, until she resigned in May 2020. The class Plaintiff seeks to represent includes all non-exempt hourly employees that worked for Defendant at an Urban Outfitters retail store in California during the covered class period. During the time that Plaintiff was employed she was subject to the same policies and procedures as all other non-exempt hourly paid employees including but not limited to Defendant’s meal and rest period policies, which among other things, Plaintiff contends caused class members to not receive compliant meal and/or rest periods.

4. **Plaintiff's Allegations** - Plaintiff filed her Complaint on September 1, 2020, seeking penalties for Defendant's unlawful practices and policies, in violation of California state wage and hour laws, including (a) failure to accurately pay overtime wages, (b) failure to pay minimum wages, (c) failure to provide meal periods and failure to pay an additional hour's pay in lieu of providing a meal period, (d) failure to authorize and permit rest breaks for every four hours

1 or major fraction thereof worked and failure to pay an additional hour's of pay in lieu of providing
2 a rest period, (e) failing to pay all wages earned, (f) failing to pay all wages owed upon separation
3 of employment, (g) failing to provide accurate itemized wage statements, and (h) knowingly or
4 intentionally failing to maintain accurate and complete records. A First-Amended Complaint was
5 filed on December 9, 2020 but did not add any substantive claims.

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

13 6. **Defendant's Response** - Defendant contends that it at all times complied with
14 California law and is not liable for any of the claims asserted in the Action. Defendant asserts that
15 it properly paid employees for all time worked. Defendant further contends that it provided Plaintiff
16 and other putative class members with compliant meal and rest periods, and that to the extent any
17 employee did not take a compliant meal or rest period, the reason for the non-compliant meal or
18 rest period would be an individualized issue that would preclude class certification and
19 representative action treatment. Defendant further contends that Plaintiff is subject to an arbitration
20 agreement that requires individual arbitration of her claims, and precludes Plaintiff from proceeding
21 with her action in court on a class or representative basis.

22 7. **Investigation** - Before filing the lawsuit, Class Counsel investigated and researched
23 the facts and circumstances underlying the pertinent issues and the laws applicable thereto. This
24 required thorough discussions between Class Counsel and the Plaintiff, as well as preliminary
25 research into the various legal issues and employment practices involved in the case. After
26 conducting their initial investigation, Class Counsel determined that Plaintiff claims were well-
27 suited for class action adjudication owing to what appeared to be a common set of policies and
28 procedures that impacted Plaintiff and other putative class members in a similar fashion.

1 8. After filing the lawsuit, Class Counsel conducted an extensive investigation of the
2 facts and claims giving rise to the action, including:

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

9 9. Defendant, for its part, vigorously contested liability, the amount of claimed
10 damages, the arbitrability of Plaintiff's claims, and the propriety of class certification and/or
11 representative action treatment. After Class Counsel analyzed the relevant documentary and
12 testamentary evidence, Class Counsel determined that this case was appropriate for resolution via
13 settlement.

14 10. **Mediation** - On May 26, 2022, the Parties participated in a mediation with
15 experienced mediator Michael D. Young, Esq. After the mediation, the Parties accepted a
16 mediator's proposal as to certain material terms of the Settlement, including the Maximum
17 Settlement Amount. Over the next months the parties negotiated the details of the long form
18 settlement agreement which was fully executed on January 13, 2023 and for which the Parties now
19 seek preliminary approval.

20 **TERMS OF THE SETTLEMENT**

21 11. Attached hereto as Exhibit "1" is a true and correct copy of the Joint Stipulation of
22 Class Action and Representative Action Settlement and Release ("Settlement Agreement").

23 12. **Class for purposes of settlement** - The "Class" means all individuals employed by
24 Urban as non-exempt employees who worked at an Urban Outfitters retail store in California
25 between June 28, 2019 and the earlier of the Preliminary Approval Date or August 31, 2022. Based
26 on Plaintiff's estimates from sample time and payroll records produced by Urban, approximately
27 3,840 members of the Class worked a total of approximately 118,814 workweeks through June 12,
28 2022.

 13. **Maximum Settlement Amount** – 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

1 for a “Maximum Settlement Amount” of Two Million Five Hundred Thousand U.S. Dollars
2 (\$2,500,000). The Maximum Settlement Amount is non-reversionary and no portion of the
3 Settlement Amount will be returned to Defendant.

4 14. **Non Reversionary-** No portion of the Settlement shall revert to Defendant.

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

11 16. Here, the class representative was not simply a bystander in the prosecution of this
12 action. From the time that this case was filed, the representative whenever needed, actively
13 provided information and evidence. Further, the class representative was always available to
14 consult with, and regularly did consult with counsel, both in person and via telephone. The class
15 representative was also actively involved in discussions regarding the resolution of this matter and
16 approved the settlement terms on behalf of herself and the class members.

17 17. **Class Counsel Fees/Costs:** The settlement calls for up to 35% of the Gross
18 Settlement or \$ 875,000.00 plus up to \$25,000 in actual costs and expenses. The fee request is in
19 line with fee awards commonly granted across this state as well as the fee percentage commonly
20 contracted for by attorneys within this state.

21 18. **Settlement Administrator:** The proposed settlement administrator is CPT Group,
22 Inc. (“CPT”). CPT is an experienced class notice administration company, and has acted as claims
23 administrator in numerous wage and hour cases throughout the country. CPT has presented an
24 estimate to counsel reflecting that its charges to administer the proposed settlement will not exceed
25 \$30,000 and are currently estimated at \$27,750.

26 19. **Net Settlement Amount and Payout to Class Members:** net Settlement amount
27 will be approximately \$1,455,000, plus the \$25,000.00 separately distributed for the PAGA
28 Group Payment to PAGA Members. Each Class Member shall be eligible to receive an

1 Individual Class Settlement Payment, which is the number of the Class Member's individual
2 Covered Class Workweeks divided by the total Covered Class Workweeks for all Class Members.
3 This fraction shall be multiplied by the Net Settlement Amount.

4 20. Presently, there are estimated to be approximately 3,840 Class Members. Assuming
5 this Court makes no modification, Class Members shall recover an estimated gross average
6 recovery of approximately \$385.41 based on the Net Settlement Amount and the PAGA Group
7 Payment.

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

23 22. **Release By PAGA Members** - "Released PAGA Claims" means any and all claims,
24 obligations, demands, rights, causes of action, and liabilities against Urban Releasees, under PAGA that
25 have been asserted or that could have been asserted in the Complaint, the First Amended Complaint, the
26 Second Amended Complaint, the PAGA letter to the LWDA, and any amendments thereto; or that could
27 have been asserted in the Complaint, the First Amended Complaint, the Second Amended Complaint, and
28 any amendments thereto, based on the facts, claims and/or allegations pled therein. Released PAGA

1 Claims include, but are not limited to, claims for failure to pay minimum wage, failure to pay overtime or
2 pay overtime at the correct rate of pay, failure to pay for all hours worked (off-the-clock work), failure to
3 provide meal periods, failure to provide rest periods, failure to pay premiums at the correct rate of pay,
4 failure to timely pay final wages and wages earned during employment, failure to provide accurate,
5 itemized wage statements, and failure to maintain accurate and complete records and includes all such
6 claims from June 28, 2019 through the earlier of the Preliminary Approval Date or August 31, 2022.

7 **23. Released Claims with respect to Plaintiff Only** -For and in accepting the
8 consideration of the Service Enhancement awarded, Plaintiff further will make a general release
9 (the “General Release”) on behalf of herself and her heirs, executors, administrators,
10 representatives, successors and assigns, of the Urban Releasees, to the full extent permitted by
11 law, of and from any and all claims, obligations, demands, actions, rights, causes of action, and
12 liabilities against the Urban Releasees, whether or not acting in the course and scope of
13 employment, and all persons acting by, through, under, or in concert with any of them, of any and
14 every kind, nature and character whatsoever, known or unknown, suspected or unsuspected,
15 whether based on a tort, contract, statute, or any other theory of recovery, and whether for
16 compensatory or punitive damages which Plaintiff had at any time heretofore or claimed to have
17 or which Plaintiff may have or claims to have regarding events that have occurred relating to any
18 work performed for the Urban Releasees as of the Preliminary Approval Date. This includes all
19 of Plaintiff’s claims against the Urban Releasees related to or arising out of Plaintiff’s
20 employment with the Urban Releasees, and/or the cessation of employment or purported
21 employment therefrom. These claims expressly include, but are not limited to, those arising
22 under the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*), the Employee
23 Retirement Income Security Act (29 U.S.C. § 1000, *et seq.*), the Family and Medical Leave Act,
24 the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201 *et seq.*), the Lily Ledbetter Act, Title
25 VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, *et seq.*), the California Family Rights Act,
26 California Equal Pay Law, California Whistleblower Protection Laws, California Pregnancy
27 Disability Leave Law, the California Fair Employment and Housing Act (Cal. Government Code
28 § 12900, *et seq.*), and any and all claims related to the following: unpaid wages; unpaid overtime;

1 failure to pay all compensation on termination of employment; missed meal periods; missed rest
2 periods; reimbursement of expenses; inaccurate wage statements; deductions and/or chargebacks
3 from wages; any alleged violations of the California Labor Code; any alleged violations of
4 applicable federal law including, but not limited to, the FLSA; any alleged violation of and/or any
5 remedy provided by the California Civil Code and/or the California Code of Civil Procedure
6 including, but not limited to, section 1021.5; any claims for penalties under the California Labor
7 Code and/or the California Private Attorneys General Act, California Labor Code section 2698 *et*
8 *seq.* (“PAGA”); any and all claims for relief under California Business and Professions Code
9 section 17200 *et seq.*, including any and all claims for injunctive relief; and any and all other
10 claims for relief, including any associated prayers for compensatory damages, indemnification,
11 injunctive relief, punitive damages, liquidated damages, penalties, interest, attorneys’ fees or
12 costs; any claims arising under the California Constitution; and any of Plaintiff’s claims or
13 allegations that Urban Releasees deprived Plaintiff of any pay or other benefits or legal
14 protections to which Plaintiff alleges Plaintiff is or was entitled. The Plaintiff and Urban
15 Releasees intend for this definition to be all encompassing and to act as a full and total release of
16 any of Plaintiff’s claims that Plaintiff may legally waive or release against Urban Releasees
17 arising from any work Plaintiff performed for Urban Releasees, whether specifically enumerated
18 herein or not, that the Plaintiff might have or had, that exists or ever has existed on or to the
19 Preliminary Approval Date. Plaintiff’s General Release also includes the waiver of any right to
20 bring, maintain, or participate in a class, collective, or representative action against the Urban
21 Releasees to the maximum extent permitted by law. Plaintiff’s General Release, however, shall
22 not constitute a release of any claims that may not lawfully be waived; further, Plaintiff does not
23 waive any right to file an administrative charge with the Equal Employment Opportunity
24 Commission (“EEOC”) or the National Labor Relations Board (“NLRB”), subject to the
25 confidentiality provisions of the Settlement Agreement, and subject to the condition that Plaintiff
26 not seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom
27 and understands that such limitation does not in any way restrict her ability to file and pursue
28 such charge consistent with the confidentiality obligations set forth in this Settlement Agreement;

1 and further, Plaintiff does not waive any rights with respect to, or release Urban Releasees from,
2 any claims for unemployment insurance.

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

19 24. **"Notice Procedure** - The Parties have agreed on the form of notice to be mailed to
20 the Class ("Class Notice," attached as Exhibit "A" to Exhibit "1" of this declaration).

21 **1. Settlement Notice Timeline**

Timeframe	Event
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.

2. Details Regarding Dissemination of Notice

The Notice of Settlement, in materially the form attached to the Bass Declaration as Exhibit "A" to Exhibit "1" and as approved by the Court, shall be sent by the Claims Administrator to the Class Members, by first class mail to those addresses provided by Defendant, within approximately fifty-one (51) calendar days following Preliminary Approval of the Settlement.

Any Class Notice mailed to a Class Member is returned as having been undelivered by the U.S. Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for.

25. **The Claims, Opt-Out and Objection Process** - To participate in the settlement, a Class Member need not take any action. All members of the class shall receive a settlement check unless he or she opts-out of the settlement. The Notice Packet will state that Class Members who wish to object to the Settlement or opt out the settlement will need to file the correct papers by the Response Deadline. The details of the Opt-Out and Objection process are contained in the settlement agreement and will be contained in the settlement notice.

26. 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

1 desires to exclude himself or herself from the case; and (c) the last four digits of the Class
2 Member's social security number. If a Class Member submits a Deficient Request for Exclusion,
3 the Settlement Administrator shall notify the Class Member of the deficiency within five (5)
4 business days of receipt. The Class Member shall have until the end of the Claims Period or five
5 (5) business days after the close of the Claims Period if the notice of deficiency is sent by the
6 Settlement Administrator within (5) business days of the end of the Claims Period to cure said
7 deficiencies, at which point his or her Request for Exclusion will be rejected if not received.
8 Class Members submitting untimely or Deficient Requests for Exclusion shall be bound by the
9 Settlement and its releases and will be considered Settlement Class Members for settlement
10 distribution purposes. Class Members shall be permitted to rescind their Request for Exclusion in
11 writing by submitting a rescission statement to the Settlement Administrator not later than one (1)
12 business day prior to the Final Approval Hearing, or as otherwise ordered by the Court. The
13 Settlement Administrator shall not accept Late Requests for Exclusion without the written
14 authorization of Urban.

15 **THE STRENGTH OF PLAINTIFF'S CASE AND COMPLEXITIES OF FURTHER**
16 **LITIGATION**

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

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

26 29. Plaintiff's counsel understood and appreciated the defenses and position of
27 Defendant but believed that Plaintiff would ultimately succeed in the action. In light of the
28 strongly divergent views, the parties, with the assistance of the mediator, were able to negotiate a

1 fair settlement, considering the costs and risks of continued litigation. The negotiations were at
2 all times conducted professionally and at arm's length and have produced a result that the Parties
3 believe to be in their respective best interests.

4 30. The Parties have also considered the uncertainty and risk of the outcome of further
5 litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the
6 burdens of proof necessary to establish liability for the claims asserted in the action, the defenses
7 thereto, and the difficulties in establishing damages. In evaluating the settlement, the Court will
8 seek a reasonable estimate of the nature and amount of recovery that each class member could
9 have obtained if the Plaintiff had prevailed in the litigation. Numerous decisions summarize a trial
10 court's task when considering whether to approve the settlement of a putative class action.

11 31. 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.

15 32. The realistic range of outcomes for this litigation took into account the present
16 state of the law regarding meal and rest break claims and the other claims brought in the Action,
17 Defendant's defenses for each claim, and the likelihood of prevailing on a class certification
18 motion as well as trial and any appeals. Moreover, Plaintiff had to consider the significant
19 difficulties in adding class claims against the Defendant and thus factor in how much they could
20 realistically consider for settlement. Where both sides face significant uncertainty, the attendant
21 risks favor settlement. *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011,1026.

22 33. ***Kullar v. Footlocker Analysis*** - To allow this Court to make an informed
23 assessment pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 18 Cal.App.4th 116, Plaintiff's
24 Counsel provides the following assessment of the case and settlement. Plaintiff's Counsel
25 believes the settlement is a very good one for the class members. In this case, Plaintiff sought
26 unpaid wages and statutory penalties as well as the equitable remedies of declaratory relief,
27 disgorgement, accounting, and restitution.

28 34. Plaintiff estimated Defendant's total non-penalty exposure at \$10,377,924.10. As

1 such, the settlement represents over approximately 24% of Defendant's non-penalty exposure
2 based on Plaintiff's analysis. This in a reasonable recovery, particularly given Defendant's use of
3 arbitration agreements.

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

8 **36. Rest Periods**

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

17 **37. Meal Periods**

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

26 **38. Unpaid Off-the-Clock**

27 Based on Plaintiff's interviews of class members, Plaintiff estimated that in approximately
28 .25 hours (15 minutes) of work was performed off-the-clock by employees on a daily basis,

1 including time going through mandatory security checks including waiting for supervisors to
2 perform the check, resulting in an approximately \$4.93 underpayment per shift. Thus, Plaintiff
3 calculated Defendants' potential exposure as $\$4.93 \times \text{an estimated } 404,065 \text{ shifts} = \$1,992,040.45$.

4 **Penalties**

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

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

23 41. 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 weeks worked by
28 each Class Member during the class period so the distribution is weighted in favor of those Class

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

4 **SERVICE ENHANCEMENT PAYMENT**

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

10 43. Plaintiff fully participated in this action throughout the pendency of the litigation.
11 She was kept well informed of the nature and extent of settlement discussions and approved the
12 same. As such, the service enhancement sought for Plaintiff is reasonable and represents a small
13 percentage of the Maximum Settlement Amount. Absent the actions taken by Plaintiff, none of
14 the Class Members would have reaped the rewards of this action.

15 **EXPERIENCE AND VIEWS OF COUNSEL**

16 44. My firm has litigated numerous complex business matters, including employment
17 cases. We have settled multiple cases for seven-figures and several more for six-figure amounts.
18 We have obtained seven-figure judgments in complex litigation matters. This is a seven-attorney
19 law firm in West Los Angeles. The firm practices in the area of employment litigation and
20 complex business litigation. My colleague, Ronald W. Makarem, was named a Top 20 Attorney
21 under the Age of 40, in California, by the Daily Journal in 2007, and a California SuperLawyer
22 from 2010 to the present.

23 45. I and the other attorneys at Makarem & Associates have engaged in all aspects of
24 class action litigation, including having interviewed potential class action representatives to
25 determine the potential merits of their allegations, conducted pre-litigation investigation,
26 including interview, research and analysis, drafted class action complaints, drafted class action
27 discovery and responses thereto, conducted and defended depositions, drafted, opposed and orally
28 argued numerous class action law and motion pleadings (including oppositions to removal,

1 oppositions to demurrer, oppositions to motions to strike, motions to compel, oppositions to
2 motions to compel, class certification motions, oppositions to motions to decertify, and
3 preliminary and final approval motions), conducted class member interviews, legal research,
4 settlement negotiations and meetings with defense counsel, statistical analysis of potential
5 damages, and attended numerous mediation sessions for purposes of negotiating class action
6 settlements.

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

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

14 48. This experience is helpful in assessing the reasonableness of settlements such as
15 the one at issue here, and from this experience Class Counsel concluded that this lawsuit could
16 not have been settled on better terms than provided under the present settlement agreement.

17 49. In sum, Class Counsel is experienced in employment class action litigation, and is
18 adequate to represent the putative class in the instant action.

19 **REQUEST FOR ATTORNEYS' FEES**

20 50. The settlement calls for the payment of up to 35% of the Maximum Settlement
21 Amount or \$ 875,000.00 for attorneys' fees. This request is fair, reasonable, and adequate to
22 compensate Class Counsel for the substantial work they have put into this case and, moreover, the
23 risk they assumed by taking it in the first place. The attorneys' fees award is intended to
24 reimburse Class Counsel for all uncompensated work that they have already done and for all the
25 work they will continue to do in carrying out and overseeing the notification to class members,
26 communicating with class members regarding their claims, and assisting in the administration of
27 the settlement if it is preliminarily approved.

28 51. My firm took this case on a contingent-fee basis against a business represented by

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

11 52. In this case, my firm has incurred substantial attorney's fees conducting pre-filing
12 investigation, analyzing the claims, conducting legal research, reviewing records and speaking
13 with class members, negotiating the class settlement, preparing the long-form settlement
14 agreement, preparing this motion for preliminary approval, and otherwise litigating the case.

15 53. The requested fee is reasonable for the services provided to class members and for
16 the benefits they are to receive. Indeed, courts frequently approve multipliers under the lodestar
17 theory, *see Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997, meaning Class
18 Counsel's fees are still justified even when the requested fee exceeds the lodestar calculation.
19 Class Counsel will more fully brief the Court on its lodestar in the motion for final approval.

20 I declare under penalty of perjury of the laws of United States of America in the state of
21 California that the foregoing is true and correct. Executed on January 17, 2023 in Los Angeles,
22 California.

23 
24 Daniel J. Bass

Exhibit “1”

**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 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser 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 A

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by Urban Outfitters, Inc. in a non-exempt position at an Urban Outfitters retail store in California at any time between June 28, 2019 and August 31, 2022, a settlement of a class action lawsuit may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached in a class action lawsuit entitled *Andrade v. Urban Outfitters, Inc. et al.*, Case No. 20STCV33377, filed in the Los Angeles County Superior Court (the “Action”). The lawsuit was filed by Plaintiff Alison Andrade (“Plaintiff”) against Defendant Urban Outfitters, Inc. (“Urban”). Plaintiff and Urban are collectively referred to as the “Parties.”

Plaintiff, a former Urban employee, asserts claims under California law 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, on behalf of herself and all others employed by Urban as non-exempt employees who worked at an Urban Outfitters retail store in California, according to Urban’s records, at any time between June 28, 2019 and August 31, 2022 (“Class Members”).

Plaintiff also asserts violations of California’s Private Attorneys General Act (“PAGA”) on behalf of herself and all other individuals employed by Urban as non-exempt employees who worked at an Urban Outfitters retail store in California, according to Urban’s records, at any time between June 28, 2019 and August 31, 2022 (“PAGA Members”).

On **DATE** the Court preliminarily approved the Parties’ class action settlement. The Settlement provides for individual settlement payments based on the number of workweeks and biweekly pay periods that Class Members and PAGA Members worked for Urban as non-exempt employees who worked at an Urban Outfitters retail store in California from June 28, 2019 through August 31, 2022.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement by accessing either or the Court’s docket in this case through the Court’s Case Access page at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. You may also contact the Settlement Administrator, Counsel for the Class, or Counsel for Urban.

Do not contact the Court or the Clerk’s Office about this settlement.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	If you do nothing, you will automatically receive your share of the settlement if the Settlement receives final approval by the Court, and will be bound by the terms of the Settlement and releases described in this Notice.
EXCLUDE YOURSELF	If you do not wish to receive money from the settlement as a Class Member and wish to retain your rights to pursue the non-PAGA Labor Code claims at issue in this lawsuit, you may submit a written request for exclusion to the Settlement Administrator, postmarked no later than DATE .

	By opting out or excluding yourself from the class action, you will not receive a settlement check as part of the class action settlement. You will not be bound by any of the non-PAGA terms of the settlement and will not release any of your non-PAGA legal claims against Urban. NOTE: If you are a PAGA Member, as defined above, you cannot opt out of the PAGA Member group, even if you opt out of the class action settlement. If the settlement is approved, you will receive a check for your allocation of the PAGA portion of the settlement, and you will be bound by the PAGA portion of the release whether you cash the check or not.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Court no later than DATE. This option is available only if you do <u>not</u> exclude yourself from the class action settlement.

Settlement payments only will be issued if the Court grants final approval of the Settlement.

BASIC INFORMATION

1. Why did I get this notice?

Plaintiff and Urban reached a settlement of a class action, and Urban's records show you are a Class Member covered by this settlement. On **DATE** the Court ordered this Notice be provided to Class Members to explain the Action, the Settlement, and your legal rights.

2. What is this lawsuit about?

This is a class action and representative action, meaning it is a lawsuit seeking to have the claims and rights of many people decided in a single court proceeding. In the Second Amended Complaint filed in the action, Plaintiff Alison Andrade, a former Urban employee, asserts the following claims under California law: 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. These class claims seek recovery going back to June 28, 2019. For more information regarding Plaintiff's claims, you are advised to refer to the Second Amended Complaint, which is available on the Settlement Administrator's website.

The Action also includes a claim for civil penalties for the above alleged Labor Code violations brought on behalf of the State of California concerning Class Members whose covered biweekly pay periods go back to June 28, 2019. ("PAGA claims.")

Urban denies Plaintiff's claims and contends that Urban has paid its California non-exempt retail store employees properly and complied with all applicable laws. Urban entered into the Settlement solely for purposes of avoiding the risks and uncertainty of litigation.

This Settlement is the result of good-faith, arm's-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Has the Court decided who is right?

The Court hasn't decided whether Urban or the Plaintiff is correct. Urban and the Plaintiff reached a settlement by mediating the case with a neutral third party, for the sole purpose of resolving the matter and with no admission of liability or wrongdoing by Urban.

THE SETTLEMENT BENEFITS—WHAT YOU GET

4. What does the settlement provide?

Subject to Court approval, under the terms of the Settlement, Urban agreed to pay \$2,500,000 ("Maximum Settlement Amount") to settle all claims at issue of Plaintiff, Class Members, PAGA Members, and Class Counsel. Portions of the Maximum Settlement Amount will be used to pay Class Counsel's attorneys' fees and costs, Plaintiff's Service Enhancement award, the costs of the Settlement Administration, and payments to the State of California Labor and Workforce Development Agency ("LWDA") and PAGA Members for PAGA penalties. The remainder of the Maximum Settlement Amount ("Net Settlement Amount") will be available to pay money to the Class Members who do not exclude themselves from the class. Specifically, the Maximum Settlement Amount will be allocated as follows: \$[REDACTED] of the Maximum Settlement Amount will be paid to Plaintiff's Counsel as attorneys' fees, \$[REDACTED] will be paid to Plaintiff's Counsel as costs, \$15,000 will be paid to the named Plaintiff for her services, \$[REDACTED] will be paid to the Settlement Administrator for costs incurred in administering this settlement, \$75,000 will be paid to the State of California to settle claims alleged under PAGA, and a collective payment of \$25,000.00 will be paid to PAGA Members to settle claims alleged under PAGA.

The Net Settlement Amount will be divided among Class Members based on the number of workweeks each Class Member worked compared to the number of workweeks worked by all Class Members between June 28, 2019 and August 31, 2022.

The PAGA Group Payment will be divided among PAGA Members based on the number of biweekly pay periods each PAGA Member worked compared to the number of biweekly pay periods worked by all PAGA Members between June 28, 2019 and August 31, 2022, including those who opt out of the class action settlement.

Tax Treatment of Settlement Payments

Class Settlement Payments will be allocated as follows: 1/2 to unpaid wages, with all applicable taxes withheld, for which an IRS Form W-2 shall be issued, and 1/2 to non-wage recovery, including interest and penalties, for which an IRS Form 1099 shall be issued. Urban will pay its share of payroll taxes on the amounts allocated as unpaid wages.

Payments to PAGA Members from the PAGA Group Payment are treated as civil penalties, not wages, for tax purposes, for which an IRS Form 1099 shall be issued.

You should consult with a tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

Settlement Administrator

The Court has appointed a neutral company, CPT Group, Inc. (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also review Class Member challenges over estimated workweeks and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is [REDACTED].

Your Weeks Worked and Estimated Individual Settlement Payment:

The settlement covers all workweeks from June 28, 2019 through August 31, 2022 in which a Class Member worked for Urban as a non-exempt employee at an Urban Outfitters retail store in California. According to Urban's records, you worked as a non-exempt employee at an Urban Outfitters retail store in California for some period(s) within this time period during the following dates: [StartDate] to [EndDate].

The PAGA portion of the settlement covers all biweekly pay periods from June 28, 2019 through August 31, 2022 in which a PAGA Member worked for Urban as a non-exempt employee at an Urban Outfitters retail store in California. According to Urban's records, you worked as a non-exempt employee at an Urban Outfitters retail store in California for some period(s) within this time period during the following dates: [StartDate] to [EndDate].

Based on your work dates, the approximate amount of your recovery is: << TotalestAmount>>. This amount may change depending on participation in the settlement by all Class Members (e.g., if a Class Member opts out of the settlement, your amount may increase by a percentage of those settlement proceeds). If you are a PAGA Member, your estimated recovery for the PAGA portion of the settlement is: <<PAGA_estAmount>>.

Procedure for Disputing Information

If you want to dispute your employment dates for your estimated number of workweeks or pay periods, you need to provide written evidence supporting your claim by [DATE] and send to:

[ADDRESS]

Urban's records are presumed to be correct unless you provide documentation to the Settlement Administrator that demonstrates otherwise. The Settlement Administrator will resolve any dispute regarding the estimated number of workweeks or pay periods you worked based on Urban's records and the evidence submitted by you.

5. What am I giving up in exchange for the settlement benefits?**Release by Class Members**

In exchange for receiving payments under the Settlement, Plaintiff and each Class Member who has not opted out of the Settlement (which would include you) shall be deemed to have fully, finally, and forever released Urban Releasees¹ from 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"). 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,

¹ "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.

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 August 31, 2022. All Settlement Class Members shall be bound by the release, unless they timely opt-out as explained below.

Release by PAGA Members

Plaintiff on behalf of herself and on behalf of the LWDA and each and every PAGA Member, shall be deemed to have fully, finally, and forever released each and all of the Urban Releasees from 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"). 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 August 31, 2022. All PAGA Members shall be bound by the release as to any Released PAGA claims even if they have opted out of the Settlement Class.

HOW TO GET A SETTLEMENT PAYMENT

6. How do I get a settlement payment?

If the Settlement receives final approval by the Court, and you do not opt out, you will be mailed a check for your Class Settlement Payment at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). If you are a PAGA Member, you will be mailed a check for your share of the PAGA Group Payment even if you opted out of the class Settlement.

7. When will I get my check?

The Court has scheduled a Final Approval Hearing on **DATE, at TIME**. If the Court approves the Settlement, and there are no appeals, the Settlement Administrator will mail you your payment approximately two months after that. If there are any appeals of the approval order, your payment may be delayed until all appeals are resolved and the settlement becomes effective.

You will only have 90 days from the date the check is issued to cash it. After 90 calendar days from the date of mailing, the checks shall become null and void. Any uncashed amounts from your settlement check will be sent to the Controller of the State of California as Unclaimed Property to be held in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

8. What if I lose my settlement check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund, <https://ucpi.sco.ca.gov/en/Property/SearchIndex>, for instructions on how to retrieve the funds.

9. What if I change my address?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

You may only request exclusion from the class action portion of the settlement. You may not opt out of the PAGA portion of the settlement.

Class Members who wish to “opt out” of and be excluded from the class action settlement must submit to the Settlement Administrator a written Request for Exclusion that must be post-marked no later than **DATE**. The Request for Exclusion must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the class action settlement.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any of the Class Member benefits under the Settlement or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Urban. If you are a PAGA Member, you will still receive a check with your share of the PAGA Group Payment allocated to settle PAGA Members’ claims for civil penalties and you will be bound by the release as to the Released PAGA Claims.

Requests for Exclusion that do not include all required information or that are not timely submitted are ineffective. If you do not submit a valid and timely Request for Exclusion on or before **DATE**, and if the Court grants final approval of the settlement, you will be bound by the Settlement and its releases of the Released Class Claims and you will be considered a Settlement Class Member for settlement distribution purposes.

11. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself from the non-PAGA portion of the Settlement, you will be bound by all the terms of the Settlement, including the waiver and release of all Released Class Claims relating to the Action as set forth above, and you will be prevented from suing Urban Releasees or participating in any other litigation or class action relating to the matters being settled in this Action, if the Court grants final approval of the settlement. Regardless of whether you exclude yourself from the non-PAGA portion of the Settlement, if you are a PAGA Member, you will be bound by the Released PAGA Claims and you will be prevented from suing Urban Releasees or participating in any other litigation or representative action relating to the Released PAGA Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has decided that the following lawyers are qualified to represent you and all Class Members for purposes of this Settlement. This means they have been appointed to serve as Class Counsel and represent the Class Members. You will not be charged for the work performed by Class Counsel. You may also appear in the Action through an attorney of your choice, at your own expense. Class Counsel’s contact information is as follows:

MAKAREM & ASSOCIATES, APLC
 Ronald W. Makarem
 Cameron A. Stewart
 Daniel J. Bass
 11601 Wilshire Boulevard, Suite 2440
 Los Angeles, CA 90025

Tel: (310) 312-0299
 Fax: (310) 312-0296
 makarem@law-rm.com
 stewart@law-rm.com
 bass@law-rm.com

13. How will the costs of the lawsuit and the settlement be paid?

You will not be charged for any costs. The lawyers will request the Court award their fees and reimburse their advancement of litigation expenses, from the Maximum Settlement Amount. Subject to court approval, Class Counsel will ask the Court to award attorneys' fees to compensate them for the work performed for the benefit of the Class up to 35% of the Maximum Settlement Amount. Class Counsel also will ask the Court to reimburse litigation costs up to \$25,000.

In addition, and subject to Court approval, Class Counsel will ask the Court to authorize a Service Enhancement award of up to \$15,000 for Plaintiff for her work and effort in prosecuting this case, for undertaking the risks of payment of costs (in the event the outcome of this Action was not favorable) and a general release of all claims.

The Court may award less than these amounts. If lesser amounts are awarded, those unawarded amounts may be added to the Net Settlement Amount for distribution to Settlement Class Members. However, if Plaintiff and Class Counsel appeal an order awarding lesser amounts, then any amount not approved by the Court after the resolution of the appeal will be donated as a charitable contribution.

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

You may object only as to the class action portion of the settlement and only if you do not submit a Request for Exclusion ("opt out") from the settlement. If you do not wish to opt out of the settlement but disagree with any portion of the class action settlement terms, you have the right to file an objection. If you opt out of the class action settlement, you will be ineligible to object to any aspect of the settlement.

You may not object to the PAGA portion of the settlement under any circumstances, whether or not you have opted out of the class action settlement. This means that if you qualify as a PAGA Member, you automatically will be bound by the PAGA portion of the settlement if the Court grants final approval of the settlement.

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than **DATE**. Your written objection must: (a) contain your name, address, telephone number, and the last four digits of your Social Security number; (b) state the case name and number: *Andrade v. Urban Outfitters, Inc. et al.*, Case No. 20STCV33377; (c) state the specific reason for your objection including any legal support; (d) state whether you or someone on your behalf intends to appear at the final approval hearing; and (e) contain your signature.

If you do not object in the manner described above, you shall be deemed to have waived any objections to the proposed Settlement, including its fairness or adequacy, the payment of attorneys' fees or litigation costs to Class Counsel, the Service Enhancement award to Plaintiff, and any and all other aspects of the Settlement.

15. What's the difference between objecting and asking to be excluded?

You cannot both exclude yourself and object. You can do one or the other, or neither. Objecting is simply telling the Court you do not like something about the Settlement. You can object to the class action portion of the settlement only if you remain a Class Member. Excluding yourself is telling the Court that you do not want to be part of the

Settlement Class. If you exclude yourself, you have no basis to object because the class action settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you do not have to attend.

The Proposed Settlement Will be Void if the Court Denies Final Approval.

It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Urban have agreed that, in either case, the Settlement will be void: Urban will not pay any money and Class Members will not release any claims against Urban Releasees. The confidentiality and non-disclosure provisions and the non-admission provisions in the Settlement will remain effective.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **DATE at TIME** in Department 72 at the Los Angeles Superior Court of California, Stanley Mosk Courthouse, located at 111 N. Hill Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are Objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. There is no time limit for the Court to make its decision.

Note: The Court may change the date of the final approval hearing without further notice to the Settlement Class. You should check the Administrator's website **WEBSITE** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Any Class Member who returns a written objection letter will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing.

17. Do I have to come to the hearing?

No. Counsel for the parties will answer any questions the judge may have. You may attend the hearing and you may ask to speak, but you do not have to attend.

If you submit an objection, you do not have to come to Court to talk about it, but you can come if you wish. As long as you mailed a valid objection on time, the Court will consider it. You also may hire and pay another lawyer besides Class Counsel to attend, but it is not required. You have the right to appear in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. Class Counsel will not represent you in connection with any objection you submitted.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you automatically will receive your Class Settlement Payment from the Net Settlement Amount after the Court has granted final approval as well as your share of the PAGA Group Payment if you are a PAGA Member. If you never cash your settlement check(s), you nevertheless will be bound by all the terms of the Settlement, including the waiver and release of all Released Class Claims relating to the Action as set forth above, and, if you are a PAGA Member, the waiver and release of all Released PAGA Claims relating to the Action as set forth above.

GETTING MORE INFORMATION**19. How do I get more information?**

This Notice summarizes the Settlement. This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

You may visit the Settlement Administrator's website at [REDACTED] where you will find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on the website.

You may also contact Class Counsel or Counsel for Urban for information about this lawsuit.

Write or email Class Counsel at:

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

Write or email Counsel for Urban at:

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

You may also contact the Settlement Administrator at:

ADDRESS

Do not call, write, or otherwise contact the Court or the Court Clerk's Office to ask about this settlement process.

EXHIBIT B

MAKAREM & ASSOCIATES APLC
Ronald W. Makarem, Esq. (SB#180442)
Cameron A. Stewart, Esq. (SB#140300)
Daniel J. Bass, Esq. (SB # 287466)
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025-1760
Phone: (310) 312-0299; Fax: (310) 312-0296

Attorneys for Plaintiff Alison Andrade

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

ALISON ANDRADE, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

URBAN OUTFITTERS, INC,

Defendant.

CASE NO. 20STCV33377

[Assigned to Hon. Ruth Ann Kwan Dept. 72]

SECOND AMENDED COMPLAINT for:

- 1. Recovery of Unpaid Minimum Wages**
- 2. Recovery of Unpaid Overtime Wages**
- 3. Failure to Provide Meal Periods**
- 4. Failure to Provide Rest Periods**
- 5. Failure to Provide Accurate Wage Statements**
- 6. Failure to Maintain Required Records**
- 7. Waiting Time Penalties**
- 8. Unfair Competition in Violation of Business & Professions Code Section 17200**
- 9. Representative Action for Penalties Pursuant to Labor Code §§ 2698 et seq**

Original Complaint Filed: September 1, 2020

COMES NOW Plaintiff ALISON ANDRADE ("Plaintiff"), individually, on behalf of the general public and behalf of all others similarly situated, and asserts claims against Defendant URBAN OUTFITTERS, INC. ("Defendant") as follows:

I. INTRODUCTION

1. This is a proposed class action for recovery of damages, statutory penalties, and restitution, and to address an employer's violations of California's wage and hour laws as well as a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 et seq. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code and IWC Wage Orders. As set forth below, Defendant implemented policies and practices that led to violations resulting from Defendant's: (a) failure to accurately pay overtime wages, (b) failure to pay minimum wages (c) failure to provide meal periods and failure to pay an additional hour's of pay in lieu of providing a meal period; (d) failure to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay in lieu of providing a rest period; (e) failing to pay all wages earned; (f) failing to pay all wages earned and owed upon separation from Defendant's employ; (g) failing to provide accurate itemized wage statements; and (h) knowingly and intentionally failing to maintain accurate and complete records. As a result, Plaintiff seeks damages, statutory penalties, penalties under Labor Code 2698, et. seq. on behalf of the general public as private attorney general and all other Aggrieved Employees and restitution on behalf of herself and all other similarly situated individuals.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

1 4. This Court has jurisdiction over Defendant because, upon information and belief,
2 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
3 avails itself of the California market so as to render the exercise of jurisdiction over it by the
4 California Courts consistent with traditional notions of fair play and substantial justice.

5 5. Venue of this action is proper in this judicial district pursuant to Code of Civil
6 Procedure section 395. Defendant Urban Outfitters, Inc., is operating and doing business in,
7 California – Los Angeles County, and each Defendant is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all
9 other Aggrieved Employees within the State of California and within Los Angeles County and
10 elsewhere in California.

11 6. On information and belief, Defendant has conducted business within the State of
12 California during the purported class period and continue to conduct business in the State of
13 California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and on the similarly
14 situated non-exempt Class Members within Los Angeles County and elsewhere in California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory class period and continuing to the
26 present, Defendant consistently maintained and enforced against Defendant's non-exempt
22 employees, among others, the following unlawful practices and policies, in violation of California
23 state wage and hour laws (a) failure to accurately pay overtime wages, (b) failure to pay minimum
24 wages (c) failure to provide meal periods and failure to pay an additional hour's of pay in lieu of
25 providing a meal period; (d) failure to authorize and permit rest breaks for every four hours or major
26 fraction thereof worked and failure to pay an additional hour's of pay in lieu of providing a rest
27 period; (e) failing to pay all wages earned; (f) failing to pay all wages and owed upon separation
28

from Defendant's employ; (g) failing to provide accurate itemized wage statements; and (h) and knowingly or intentionally failing to maintain accurate and complete records.

9. On information and belief, during the statutory class period and continuing to the present, Defendant has had a consistent policy of failing to pay minimum wages and overtime wages for hours worked while subject to the control of Defendant.

10. On information and belief, during the statutory class period and continuing to the present, Defendant has had a consistent policy of failing to provide certain non-exempt employees within the State of California, including Plaintiff, unfettered, uninterrupted, duty free meal periods of at least (30) minutes per five hours worked and failing to pay such employees one (1) hour of pay at the regular rate of compensation for each workday a meal period was untimely, interrupted and/or not provided, as required by California state wage and hour laws.

11. On information and belief, during the statutory class period and continuing to the present, Defendant has had a consistent policy of failing to provide certain non-exempt employees within the State of California, including Plaintiff, unfettered, uninterrupted, duty free rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the regular rate of compensation for each workday a rest period was untimely, interrupted and/or not provided, as required by California state wage and hour laws.

12. On information and belief, during the statutory class period and continuing to the present, Defendant has had a consistent policy of failing to pay overtime for hours worked in excess of forty hours in a workweek or more than 8 hours in a workday.

13. On information and belief, during the statutory class period and continuing to the present, Defendant has had a consistent policy of failing to pay minimum wages and overtime wages for hours worked while subject to the control of Defendant.

14. On information and belief, during the statutory class period and continuing to the present, Defendant has had a consistent policy of requiring its employees within the State of California, including Plaintiff, to work at least five (5) and or ten (10) hours without a meal period and failing to pay such employees one (1) hour of pay at the employees regular rate of compensation

for each workday that the meal period was untimely, interrupted and/or not provided, as required by California state wage and hour laws.

15. On information and belief, as a result of these unlawful acts, Defendant failed to pay the required meal and rest period premiums on days such Aggrieved Employees worked 3.5 hours, six hours, or more than ten hours in a work shift.

16. On information and belief, during the statutory class period and continuing to the present, Defendant has had a consistent policy of failing to timely pay wages upon separation of employment.

17. On information and belief, during the statutory class period and continuing to the present, Defendant has had a consistent policy of failing to provide accurate itemized wage statements.

18. On information and belief, during the statutory liability period and continuing to the present, Defendant has had a consistent policy of knowingly and intentionally failing to maintain accurate and complete records.

19. Plaintiff on behalf of the general public as private attorney general and all other Aggrieved Employees brings this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-203, 204, 218, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 504, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, and 1197.1 seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

20. Plaintiff ALISON ANDRADE, was at all times relevant to this action, a resident of Los Angeles County, California. Plaintiff was employed by Defendant for approximately eight (8) months as a Non-Exempt Employee working as a Back House Specialist/Receiver Specialist earning \$14.50 per hour until her separation from Defendant's employ in approximately May, 2020.

21. While employed with Defendant, Plaintiff and other similarly situated non-exempt employees were regularly required to and subsequently suffered:

- (a) work in excess of eight (8) hours per day, and/or forty (40) hours per week including working off the clock; all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);
- (b) to perform work subject to the control of the employer without being compensated at least minimum wages and/or overtime wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);
- (c) without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at her regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);
- (d) to work in excess of five hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);
- (e) not paid all wages earned within a pay period
- (f) not being paid all wages due upon separation from Defendant’s employment; and
- (g) not being provided accurate itemized wage statements.

22. Plaintiff also seeks penalties under Labor Code 2698, et. seq. on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendant

23. Based on information and belief, Defendant Urban Outfitters, Inc. is a multinational lifestyle retail corporation. It operates retail outlets such as Urban Outfitters throughout California and Los Angeles County.

24. Based on information and belief, Defendant Urban Outfitters, Inc. is comprised of

dozens of retail locations including Urban Outfitters stores, of which there are more than 10 stores in Los Angeles County, and where Plaintiff, Class Members, and other Aggrieved Employees are/were employed.

25. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

26. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other similarly situated individuals, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV. CLASS ACTION ALLEGATIONS

27. Plaintiff seeks to bring this action as a class action under Code of Civil Procedure section 382. The class Plaintiff seeks to represent is defined as follows: “All individuals employed by Defendant as non-exempt employees who worked at an Urban Outfitters retail store in California between June 28, 2019 and August 31, 2022.”

28. Ascertainable Class. The proposed class and subclass are ascertainable as their members can be identified and located using information in Defendant’s payroll and personnel records.

29. Common Questions of Law and Fact. This lawsuit is suitable for class treatment because common questions of law and fact predominate over individual issues. Common questions include, but are not limited to, the following: (1) whether Defendant properly calculated and paid all amounts due to the Class Members for wages earned, including minimum and overtime wages, under

California law, (2) whether Defendant violated the California Labor Code and/or IWC Wage Orders by withholding wages, including minimum and overtime wages, from the Class Members, (3) whether Defendant violated the California Labor Code and/or IWC Wage Orders by failing to provide the Class Members with all required rest periods on a fully compliant basis; (4) whether Defendant violated the California Labor Code and/or IWC Wage Orders by failing to provide the Class Members with all required meal periods on a fully compliant basis; (5) whether Defendant provided the Class Members with proper, itemized wage statements, (6) whether Defendant timely paid the Class Members all wages due upon termination of employment, (7) whether Defendant's failure to timely pay all wages due upon termination of employment was willful, (8) whether Defendant violated California Business and Professions Code sections 17200, et seq., and (9) whether Defendant jointly employed the Class Members.

30. Numerosity. The plaintiff class is so numerous that the individual joinder of all members is impractical under the circumstances of this case. While the exact number of class members is unknown to Plaintiff, Plaintiff is informed and believes the class consists of at least 100 individuals.

31. Typicality. Plaintiff's claims are typical of the claims of the class and subclass members. Plaintiff suffered a similar injury as the other class members as a result of Defendant's common practices regarding the calculation and payment of wages, including minimum and overtime wages, provision of meal and rest breaks and/or compensation in lieu thereof, provision of wage statements, and payment of wages during employment and due upon termination. In addition, Plaintiff will fairly and adequately protect the interests of the class members. Plaintiff has no interests adverse to the interests of the other class members.

32. Superiority. A class action is superior to other available means for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, as the damages suffered by each individual member of the class may be relatively small,

1 the expenses and burden of individual litigation would make it difficult or impossible for individual
2 members of the class to redress the wrongs done to them, while an important public interest will be
3 served by addressing the matter as a class action. The cost to the court system of adjudication of such
4 individualized litigation would be substantial. Individualized litigation would also present the
5 potential for inconsistent or contradictory judgments. Finally, the alternative of filing a claim with
6 the California Labor Commissioner is not superior, given the lack of discovery in such proceedings,
7 the fact that there are fewer available remedies, and the losing party has the right to a trial de novo in
8 the Superior Court.

9 **V. GENERAL ALLEGATIONS**

10 33. Plaintiff is informed and believes, and based thereon alleges, that Defendant
11 employed Plaintiff and the Class Members in Los Angeles County and throughout California during
12 the class period. Plaintiff and Class Members were compensated based upon an hourly rate and have
13 at all relevant times been non-exempt within the meaning of the California Labor Code and the
14 implementing rules and regulations of the IWC California Wage Orders.

15 34. On information and belief, and during the relevant time frame, all Aggrieved
16 Employees are residents of California and citizens of the United States.

17 35. On information and belief, and during the relevant time frame, Defendant
18 implemented a uniform set of policies and practices to all Class Members throughout Los Angeles
19 County, California as all Class Members engaged in the job duties of servicing Defendant's
20 customers by selling items or providing services for their consumption, use, or pleasure.

26 36. On information and belief, during the relevant time frame, Defendant at all
22 relevant times, maintained significant control over Plaintiff and the Class Members, and over their
23 working conditions. Employees frequently worked well over eight (8) hours in a day and forty (40)
24 hours in a work week which including being required to work off the clock.

25 37. On information and belief, during the relevant time frame, Plaintiff and Class
26 Members typically worked three to seven days per week with shifts that were in excess of 5 hours
27 per day and typically, 7.5 to 10 hours per day.
28

1 38. The workload for Plaintiff and each Class Member was structured by Defendant,
2 and Plaintiff and the Class Members had no control over which tasks they were to complete each
3 day. Plaintiff and the Class Members were required to be on duty, working, and being available to
4 answer communications, at all times during their shift.

5 39. Defendant had the power to train, discipline, supervise, and terminate Plaintiff and
6 the Class Members. Plaintiff and the Class Members dealt with Defendant's managerial and
7 supervisory personnel on a daily basis and received their assignments from Defendant.

8 40. The work performed by Plaintiff and the Class Members required no specialized
9 skill and is part of the regular business of Defendant.

10 41. Plaintiff is informed and believes that she and the Class Members were not
11 compensated for all time worked as Defendant would regularly suffer and permit Plaintiff and
12 Class Members to work off the clock, but Plaintiff and Class Members were not compensated for
13 hours worked off the clock. For example, Defendant did not compensate Plaintiff and Class
14 Members for time spent undergoing mandatory security checks. This policy resulted in Plaintiff
15 and Class Members being subjected to Defendant's unlawful policy of not compensating Plaintiff
16 and Class Members for all hours worked including overtime. Class Members were not
17 compensated for hours worked off the clock by, among other things, requiring employees to
18 receive work related calls while employees were off the clock. As a result, Defendant failed to pay
19 Plaintiff and the Class Members for all hours worked at a rate no less than the applicable minimum
20 or overtime wage.

26 42. Plaintiff is informed and believes that she and the Class Members were not
22 properly compensated for all overtime worked as Defendant would fail to compensate employees
23 for all time worked or reduce time worked to eliminate overtime worked by Plaintiff and the Class
24 Members. As a result, Defendant failed to pay Plaintiff and the Class Members for all overtime
25 hours worked at the applicable overtime rate.

26 43. Plaintiff is informed and believes that Plaintiff and the Class Members were
27 caused to endure unprovided, untimely, shortened and/or interrupted meal periods of at least thirty
28 (30) minutes for many of the work days such employees worked more than five hours, were not

provided uninterrupted second meal periods of at least thirty (30) minutes for any work days such employees worked more than ten (10) hours, and were not paid one (1) hour of premium wages at the regular rate of compensation in lieu thereof, all in violation of the California Labor Code.

44. Plaintiff is informed and believes that Plaintiff and Class Members were regularly required to work in excess of six (6) hours per day without Defendant providing them a timely, uninterrupted (30) minute meal period as mandated under the California Labor Code and the Class Members were required to take late or shortened meal periods when they received any meal break at all, because Plaintiff and Class Members were required to remain on duty at all times because the store was too busy and/or no one was scheduled to cover for them and did not leave sufficient time to take a fully-compliant meal period. Further, Defendant's employees were required to go through mandatory security checks every time they left the store, and would order Class Members to either skip their lunch (while still clocking out) or remain in communication with Defendant throughout their meals. Accordingly, Plaintiff and the Class Members were not provided lawful meal periods and were not provided with one hour of wages in lieu thereof under Defendant's policies and practices, which included work schedules placed upon the Class Members from Defendant's management and supervisors to perform work at the expense of their meal periods and Defendant's implementation of a shift schedule and workload requirements that denied Class Members all of their authorized meal periods, including second meal periods on shifts when they worked over ten (10) hours in a day. Plaintiff and the Class Members did not waive any of their authorized and required meal periods, nor did they receive one hour of regular pay for each day Defendant failed to provide a lawful meal period.

45. Plaintiff is informed and believes that during the class period, Plaintiff and the Class Members were consistently required to work in excess of four (4) hours (or major fraction thereof) without receiving lawful ten (10) minute rest periods, and were not paid one (1) hour of premium wages at the regular rate of compensation in lieu thereof, all in violation of the California Labor Code. On information and belief, Defendant's management would push Plaintiff and Class Members to remain working based on the volume of customers in the store and as a result would often have to take short or late rest periods or missed rest periods completely because they were

1 required to remain on duty and respond to calls throughout their day, including breaks, which did
2 not leave sufficient time to take all required rest periods on a fully-compliant basis. Further,
3 Defendant would order Class Members to either skip their breaks or cut their breaks short and
4 return to work early during their breaks. Accordingly, Plaintiff and the Class Members were not
5 provided lawful rest periods and were not provided with one hour of wages in lieu thereof under
6 Defendant's policies and practices including Defendant's implementation of a work schedule and
7 workload requirements that denied and failed to provide the Class Members all of their authorized
8 rest periods, including first rest periods of at least ten (10) minutes for every shift worked of at
9 least three and a half (3 1/2) to four (4) hours, a first and second rest period of at least ten (10)
10 minutes for every shift worked greater than six (6) hours, and a third rest period of at least ten (10)
11 minutes for every shift worked in excess of ten (10) hours.

12 46. Defendant did not fully compensate Plaintiff and the Class Members for hourly
13 wages during the class period, including by virtue of the fact that Defendant did not compensate
14 Plaintiff and Class Members with one extra hour of pay for Defendant's failure to provide such
15 Class Members with each of their authorized rest breaks and meal periods during the rest and meal
16 period liability period.

17 47. On information and belief, Defendant also failed to accurately pay overtime wages
18 owed to Plaintiff and Class Members by failing to compensate them for off the clock work and
19 hours worked over eight hours in a workday or over 40 hours in the workweek at one and one-half
20 times the Class Members regular rate of pay.

26 48. Upon information and belief, Defendant failed to provide accurate itemized wage
22 statements to Plaintiff and the Class Members as no wage statements were provided or failed to
23 accurately account for, inter alia, gross wages earned, total hours worked. Further, Defendant
24 failed to provide accurate wage statements as Defendant's wage statements do not identify
25 premium pay as required by Labor Code § 226., and net wages earned.

26 49. Upon information and belief, Defendant failed to timely pay Plaintiff and the Class
27 Members all hours worked in a pay period pursuant to Labor Code § 204 et. seq, wages due and
28 owing upon separation of employment.

50. Upon information and belief, Defendant failed to maintain accurate records pursuant to Labor Code § 1174.5.

51. Upon information and belief, Defendant knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) employees to work over eight (8) hours in a day and forty (40) hours in a work week without being provided the required overtime pay;

(b) requiring employees to perform work subject to the control of the Defendant without being compensated at least minimum wages;

(c) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(d) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty- minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(e) failing to pay all wages earned upon separation from Defendant's employ;

(f) failing to pay all waged earned in a pay period; and

(g) failing to provide accurate itemized wage statements.

52. In addition to the violations above, and on information and belief, Defendant knew they had a duty to compensate Plaintiff and Class Members for the allegations asserted herein, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

FIRST CAUSE OF ACTION

(Recovery of Unpaid Minimum Wages – Labor Code §§ 1194 and 1194.2)

53. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs.

54. As alleged herein, Plaintiff and the Class Members regularly worked hours for which they were not compensated by Defendant as required by California law, including hours worked off the clock, such as those hours worked while purportedly clocked out for meal periods, which resulted in an overall loss of compensable hours worked and underpayment of wages.

55. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and the Class Members are entitled to recover all unpaid minimum wages and liquidated damages, plus attorney's fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

(Recovery of Unpaid Overtime Wages – Labor Code §§ 510 and 1194)

56. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs.

57. As alleged herein, Plaintiff and the Class Members regularly worked overtime hours for which they were not compensated by Defendant as required by California law, including hours worked being lost due to Defendant's failure to compensate employees for all time worked, unpaid meal periods where Plaintiff and Class members were clocked out but were required to communicate with Defendant, and Defendant's reduction of time worked to eliminate overtime worked by Plaintiff and the Class Members. These policies of Defendant resulted in an overall loss of compensable overtime hours worked and underpayment of overtime wages, including failing to pay overtime at the correct rate of pay for hours worked over eight hours in a workday or over 40 hours in the workweek.

58. Pursuant to Labor Code §§ 510 and 1194, Plaintiff and the Class Members are entitled to recover all unpaid overtime wages, plus attorney's fees and costs, in an amount to be proved at trial.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods or Compensation in Lieu Thereof -- Labor Code §§ 512 and 226.7)

59. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs.

60. As alleged herein, Plaintiff and the Class Members regularly worked periods of more than five hours in a workday without being provided a mandatory thirty-minute, duty-free meal period. Defendant also failed to pay Plaintiff and the class members an additional hour of wages at their regular rate for each workday a meal period was not provided. Defendant failed to pay these required premiums at the correct rate of pay.

61. As a result, under Labor Code sections 512 and 226.7, Plaintiff and the Class Members are entitled to one additional hour's pay for each day a meal period was missed, all in an amount to be proved at trial.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods or Compensation in Lieu Thereof -- Labor Code § 226.7)

62. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs.

63. As alleged herein, Defendant failed to provide Plaintiff and the Class Members all required and/or fully compliant rest periods, or compensation in lieu thereof. Defendant employed policies and procedures that ensured Plaintiff and the Class Members would not receive all legally required rest periods, as Defendant did not authorize and permit all required rest periods in strict accordance to, and in compliance with, the timing requirements of all applicable Wage Orders. Defendant similarly employed policies and procedures that rendered rest breaks non-compliant with the requirements of California law by, inter alia, failing to relieve Plaintiff and the Class Members of all duties and all employer control. Defendant further employed policies and procedures ensuring Plaintiff and the Class Members did not receive premium wages to compensate them for workdays they did not receive all legally required and fully compliant rest periods, including Defendant's failure to pay these required premiums at the correct rate of pay.

64. Defendant failed to provide Plaintiff and the Class Members with all required rest periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiff and the Class Members are entitled to one additional hour's pay for each day a rest period was missed or was not fully compliant, all in an amount to be proved at trial.

FIFTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Labor Code § 226)

65. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs.

66. As alleged herein, Defendant knowingly and intentionally failed to provide Plaintiff and the class members with proper, itemized wage statements by, inter alia, failing to fully and accurately report, inter alia, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and all hours worked at each rate.

67. Accordingly, under Labor Code § 226, Plaintiff and the Class Members each are entitled to statutory penalties in the amount of \$50.00 for the initial pay period in which a violation occurred, and \$100.00 for each subsequent pay period in which a violation occurred, up to an aggregate penalty of \$4,000.00 per employee, plus attorney's fees and costs, all in an amount to be proved at trial.

SIXTH CAUSE OF ACTION

(Failure To Maintain Required Records - Cal. Labor Code §§ 226, 1174)

68. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out above in the preceding paragraphs.

69. During the Class Period, as part of Defendant's illegal payroll policies and practices intended to deprive Plaintiff and other Class Members of all wages earned and due, Defendant knowingly and intentionally failed to maintain records as required under California Labor Code section 226, 1174, and the applicable Industrial Wage Order, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

70. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and other Class Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and other Class Members are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code sections 226(e), 226.3, and 1174.5, and an award of attorneys' fees, and

1 expenses and costs of suit, including but not limited to those provided in California Labor Code
2 section 226(e) as well as other available remedies.

3 **SEVENTH CAUSE OF ACTION**

4 (Waiting Time Penalties – Labor Code §§ 201, et seq.)

5 71. Plaintiff incorporates by reference the allegations contained in the preceding
6 paragraphs.

7 72. The California Labor Code provides that, at the time of termination of employment,
8 the employer must pay an employee all wages due and owing within the time frames set forth in
9 Labor Code sections 201, et seq. As alleged herein, Defendant willfully failed to pay Plaintiff and
10 the Class Members who no longer are employed with Defendant all wages due and owing within
11 the deadlines set forth in Labor Code sections 201, et seq.

12 73. Under Labor Code section 203, Plaintiff and the Class Members who no longer are
13 employed with Defendant is entitled to recover waiting time penalties of up to 30 days' pay, plus
14 attorney's fees and costs, in an amount to be proved at trial.

15 **EIGHTH CAUSE OF ACTION**

16 (Violation of Unfair Competition Law – Bus. & Prof. Code §§ 17200, et seq.)

17 74. Plaintiff incorporates by reference the allegations contained in the preceding
18 paragraphs.

19 75. As alleged herein, Defendant's failure to, inter alia, pay all wages earned, including
20 minimum and overtime wages, and failure to pay premium wages in lieu of missed or non-
26 compliant meal and rest periods, all in violation of the Labor Code and Wage Orders, constitutes
22 an unlawful, unfair or fraudulent business act or practice, in violation of Business & Professions
23 Code §§ 17200, et seq.

24 76. Pursuant to Business & Professions Code § 17203, Plaintiff and the Class Members
25 are entitled to restitution of all unpaid wages and other sums owed, plus attorney's fees and costs,
26 in an amount to be proved at trial.

27 **NINTH CAUSE OF ACTION**

28 (Representative Claims Pursuant to the Private Attorneys General Act-Labor Code §§ 2698 et seq.)

1 77. Plaintiff incorporates by reference and re-alleges each and every allegation
2 contained above, as though fully set forth herein.

3 78. On or about June 25, 2020 Plaintiff complied with notice requirements pursuant to
4 Labor Code section 2699.3. A copy of the submission to LWDA is attached hereto as Exhibit A. A
5 copy of Plaintiff's letter to Defendant indicating that they were put on notice of the claims alleged
6 here and that the notice requirement has been satisfied is attached as Exhibit B. Sixty-five days
7 have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff
8 may proceed with this action in a representative capacity. The substance and violations set forth in
9 this Complaint of which the LWDA was provided timely notice, Plaintiff has/will also send a copy
10 of this PAGA Representative Action Complaint to the LWDA.

11 79. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
12 Plaintiff bring this cause of action on behalf the general public and all Aggrieved Employees,
13 acting on behalf of the California Attorney General as private attorney general.

14 80. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties
15 due and owing for which Defendant is liable due to numerous Labor Code violations as set forth in
16 this Complaint, including without limitation Labor Code section 201-204, 218, 218.5, 218.6, 226,
17 226(a), 226.3, 226.7, 504, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 2698 et
18 seq., applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 et.
19 seq.

20 81. At all times relevant, Plaintiff and all other Aggrieved Employees regularly
26 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
22 rest break requirements of the applicable IWC wage order and the Labor Code.

23 82. Defendant violated Labor Code sections 510, 558, and 1194, among others, by
24 failing to accurately pay overtime wages as discussed above due to Defendant's unlawful off the
25 clock policy and failure to pay all hours worked in excess of eight hours in a day and/or 40 hours
26 in a workweek. Therefore, Defendant violated section 510, 558 and 1194 by not compensating its
27 Aggrieved Employees for work performed in excess of eight hours (8) in a day or forty hours in a
28 work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at the

1 rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
2 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
3 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
4 in a day on the seventh day of work in a particular work week.

5 83. Defendant also violated Labor Codes sections 200 et seq., 1194, and 1197 for
6 failing to pay minimum wages as described above. Labor Code §1197 provides that employees are
7 to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the
8 payment of a lesser wage than the established is unlawful.

9 84. Defendant violated Labor Code sections 512 and 226.7 for failing to provide
10 timely, uninterrupted meal periods and requiring unlawful on duty meal periods, or compensation
11 in lieu thereof. Pursuant to Labor Code section 512, no employer shall employ an employee for a
12 work period of more than five (5) hours without providing a meal break of not less than thirty (30)
13 minutes in which the employee is relieved of all of his or her duties. An employer may not employ
14 an employee for a work period of more than ten (10) hours per day without providing the
15 employee with a second meal period of not less than thirty (30) minutes, except that if the total
16 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
17 consent of the employer and the employee only if the first meal period was not waived.

18 85. Defendant failed to provide Plaintiff and all other Aggrieved Employees
19 uninterrupted duty free first meal periods of not less than thirty (30) minutes. Defendant
20 implemented and enforced policies of on duty meal period practices which required employees to
26 work during their meal periods, to forego their meal periods, and/or to return to work from meal
22 periods prior to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned
23 violations, Plaintiff and all other Aggrieved Employees have been damaged in an amount
24 according to proof at time of trial.

25 86. Plaintiff, and on information and belief, all Aggrieved Employees, were
26 systematically not permitted or authorized to take one ten-minute rest period for every four hours
27 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order 4-
28 2001, section 12. On shifts where Plaintiff worked in excess of three and half hours they were

1 routinely not permitted and authorized to take lawful rest periods. Plaintiff and on information and
2 belief, Aggrieved Employees, were not compensated with one hour of wages for every day in
3 which a rest period was missed, untimely or cut short as a result of Defendant's policies, practices,
4 or work demands. By failing to authorize and permit a ten-minute rest period for every four hours
5 or major fraction thereof worked per day, and by failing to provide compensation for such
6 unprovided rest periods as alleged above, Defendant willfully violated the provisions of Labor
7 Code sections 226.7, 512 and the applicable IWC Wage Order.

8 87. On information and belief, Defendant failed to provide accurate itemized wage
9 statements pursuant to Labor Code section 226 which failed to include, all hours worked, including
10 off the clock, overtime and the accurate overtime rate, and the lawful meal and rest period
11 premiums earned, which are due and owing to Plaintiff and the Aggrieved Employees. As a result,
12 Plaintiff and Aggrieved Employees were harmed as they are unable to determine if they were
13 appropriately compensated for all hours worked.

14 88. On information and belief, Defendant failed to maintain accurate records as
15 required by Labor Code section 1174.5.

16 89. As a result of Defendant's unlawful conduct, Plaintiff and Aggrieved Employees
17 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
18 worked.

19 90. Plaintiff and the Aggrieved Employees are entitled to recover Penalties and attorneys'
20 fees and costs under Labor Code section 2698, et. seq

26 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment against Defendant, jointly and severally, as
23 follows:

24 **a) Class Certification**

- 25 i) For an order certifying the case as a class action;
- 26 ii) For an order that Plaintiff be certified as the class representative; and
- 27 iii) For an order that Plaintiff's counsel be certified as class counsel.

28 **b) On the First Cause of Action**

i) For compensatory and liquidated damages for unpaid minimum wages according to proof; and

ii) For prejudgment interest as permitted by law.

c) On the Second Cause of Action

i) For compensatory damages for unpaid overtime wages according to proof; and

ii) For prejudgment interest as permitted by law.

d) On the Third Cause of Action

i) For compensatory damages for unpaid premium wages for missed meal periods according to proof; and

ii) For prejudgment interest as permitted by law.

e) On the Fourth Cause of Action

i) For compensatory damages for unpaid premium wages for missed rest periods according to proof; and

ii) For prejudgment interest as permitted by law.

f) On the Fifth Cause of Action

i) For compensatory damages and/or statutory penalties for inaccurate wage statements according to proof;

ii) For an order requiring Defendant to comply with Labor Code section 226(a); and

iii) For prejudgment interest as permitted by law.

g) On the Sixth Cause of Action

i) For damages or penalties for not maintaining required records in an amount according to proof;

ii) For prejudgment interest as permitted by law.

h) On the Seventh Cause of Action

i) For waiting time penalties for failure to pay wages due on termination according to proof;

ii) For damages for unpaid wages earned prior to termination of employment in an amount according to proof; and

iii) For prejudgment interest as permitted by law.

i) On the Eighth Cause of Action

i) For restitution of all amounts wrongfully withheld from Plaintiff and the Class Members; and

ii) For prejudgment interest as permitted by law.

j) On the Ninth Cause of Action

i) For statutory penalties as private attorneys general; and

ii) For prejudgment interest as permitted by law.

k) On All Causes of Action

i) For judgment in favor of Plaintiff and the Class;

ii) For reasonable attorney's fees and costs of suit; and

iii) For such other and further relief as the Court deems just and proper.

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