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

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

ALISON ANDRADE, an individual,
Plaintiff,

vs.

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

Defendants.

Case No.: 20STCV33377

**DECLARATION OF WILLIAM
ARGUETA WITH RESPECT TO
SETTLEMENT ADMINISTRATION
AND CLASS NOTICE**

Date: July 27, 2023

Time: 9:30 a.m.

Judge: Hon. Curtis A. Kin

1 I, WILLIAM ARGUETA, DECLARE AS FOLLOWS:

2 1. I am employed by CPT Group, Inc., the court appointed class action claims
3 administrator, as Case Manager for *Andrade v. Urban Outfitters, Inc.* and have personal knowledge
4 of the facts set forth in this Declaration, and if called as a witness, could and would testify
5 competently thereto.

6 2. CPT Group, Inc. (“Settlement Administrator”) has extensive experience in providing
7 notice of class actions and administering class action settlements. In the past 30 years, we have
8 provided notification and/or claims administration services in hundreds of class action cases. CPT
9 was selected by the parties to provide notice of the settlement and claim processing services in this
10 action. In this capacity, CPT was charged with a) preparing, printing and mailing to Settlement
11 Class Members the *Notice of Proposed Class Action Settlement*, hereinafter collectively referred
12 to as “*Notice*”; b) processing undeliverable mail and locating updated addresses for Settlement
13 Class Members; c) establishing a toll-free number at 1-888-440-1254 to assist and address any
14 questions from members of the settlement class; d) receiving and reporting any Request for
15 Exclusion and Objections submitted by Class Members; e) providing weekly reports to the parties;
16 f) establishing and administering a qualified settlement fund to disburse all settlement payments;
17 g) calculating Individual Settlement Payments for each Class Member; h) issuing and distributing
18 Class Counsel’s fees and costs, the Named Plaintiff’s enhancement award, LWDA payment and
19 Settlement Payments to the Class Members; i) calculating and remitting all amounts due to the
20 appropriate federal, state, and local tax authorities; j) receiving and reviewing other
21 communications about the Settlement; k) filing any required reports with the Court; and l)
22 establishing and maintaining a case specific static website
23 (www.cptgroupcaseinfo.com/UrbanOutfittersSettlement).

24 3. CPT received the Court-approved text for the Notice from Class Counsel on February
25 23, 2023.

26 4. CPT prepared a draft of the mailing to the Settlement Class Members. The mailing
27 would consist of an 8-page Notice of Proposed Class Action Settlement and Hearing Date for Final
28

1 Court Approval. Attached hereto as **Exhibit A** is a true and correct copy of the Notice that was
2 mailed to Settlement Class Members. CPT received approval from the Parties and a sufficient
3 number of each were printed according to the anticipated class size.

4 5. On April 12, 2023, CPT received data files from Defense Counsel containing the full
5 name, last known address, employment dates and full social security number of all Settlement
6 Class Members. The final class list contained 3,892 Settlement Class.

7 6. On April 17, 2023, CPT conducted a National Change of Address (NCOA) search in
8 an attempt to update the class list of addresses as accurately as possible, for all Settlement Class
9 Members. A search of this database provided updated addresses for any individual who had moved
10 in the previous four years and notified the U.S. Postal Service of their change of address.

11 7. On April 17, 2023, the Notices were mailed by U.S. first class mail to 3,892 Settlement
12 Class Members. The deadline to submit requests for exclusion or objection was June 1, 2023.

13 8. As of the date of this declaration, (309) Notice Packets have been returned to our office
14 by the U.S. Postal Service. (10) of which had a forwarding address. For the Notice Packets returned
15 from the post office without a forwarding address, CPT attempted to locate a current mailing
16 address using Accurint, one of the most comprehensive address databases available for skip
17 tracing. Accurint utilizes hundreds of different databases supplied by credit-supporting agencies,
18 public records, and a variety of other national databases.

19 9. As a result of a forwarding address and skip trace efforts, a total of (259) Notice Packets
20 were re-mailed to Class Members. As of the date of this declaration, (51) Notice Packet remains
21 undeliverable with no forwarding address and where no new address could be found through skip
22 trace.

23 10. As of the date of this declaration, CPT has received no Request for Exclusion. As of
24 the date of this declaration, CPT has received no Objections to the Settlement or any portion
25 thereof. As of the date of this declaration, CPT has not received any disputes from Settlement
26 Class Members. CPT now reports a total of 3,892 Settlement Class Members are part of this
27 Settlement, which represents a 100% participation rate.

11. Pursuant to the terms of the Settlement Agreement, Participating Class Members will receive a portion of the Net Settlement Amount based on eligible employee service time for Covered Class Workweeks, as reflected on Urban's internal records. As of the date of this declaration, the estimated Net Settlement Amount available to the Class Members is as follows:

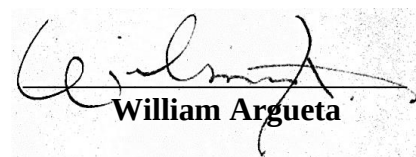
Gross Settlement Amount	\$2,500,000.00
Less Class Counsel's Fees (Requested)	\$875,000.00
Less Class Counsel's Litigation Costs/Expenses	\$25,000.00
Less Class Representative Payment (Requested)	\$15,000.00
Less LWDA Payment (75% of PAGA)	\$75,000.00
Less Settlement Administration Costs	\$27,750.00
Remaining Net Settlement Amount	\$1,482,250.00

12. From the Net Settlement Proceeds, \$25,000.00 will be allocated to all Aggrieved Employees to reflect the PAGA Payment.

13. The estimated average settlement payment to each Class Member is \$374.42. The highest estimated settlement payment is \$1,724.11. The lowest estimated settlement payment is \$3.01.

14. CPT will charge a total of \$27,750.00 in costs associated with the administration of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed this 13th day of June 2023, at Irvine, California.



William Argueta

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 February 23, 2023 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 <https://www.cptgroupcaseinfo.com/UrbanOutfittersSettlement> 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 June 2, 2023. 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 **June 2, 2023**. This option is available only if you do not 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 February 23, 2023 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: \$875,000 of the Maximum Settlement Amount will be paid to Plaintiff's Counsel as attorneys' fees, \$25,000 will be paid to Plaintiff's Counsel as costs, \$15,000 will be paid to the named Plaintiff for her services, \$30,000 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 **1-888-440-1254**.

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: **«EstAmount»**. 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: **«PAGAEstAmount»**.

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 **June 2, 2023** and send to:

Andrade v. Urban Outfitters, Inc.

c/o CPT Group Inc.
50 Corporate Park
Irvine, CA 92606

Urban's records are presumed to be correct unless you provide documentation to the Settlement Administrator that demonstrates otherwise. Urban's Counsel will investigate any dispute regarding the estimated number of workweeks or pay periods you worked based on Urban's records and the evidence submitted by you, and Urban will decide whether your challenge shall be accepted and whether any additional workweeks or pay periods should be credited to you. Urban's decision will be final and binding without a right of appeal.

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, 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.

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.

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 July 27, 2023 at 9:30 AM. 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 **June 2, 2023**. 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 **June 2, 2023**, 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 **June 2, 2023**. 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 July 27, 2023 at 9:30 AM 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 <https://www.cptgroupcaseinfo.com/UrbanOutfittersSettlement> 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. 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 <https://www.cptgroupcaseinfo.com/UrbanOutfittersSettlement> 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:

Andrade v. Urban Outfitters, Inc.
c/o CPT Group Inc.
50 Corporate Park
Irvine, CA 92606

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