

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DAVID SCHWARTZ

v.

URBAN OUTFITTERS, INC., et al.

CIVIL ACTION

NO. 13-5978

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF URBAN OUTFITTERS, INC. (“URBAN” OR THE “COMPANY”) DURING THE PERIOD FROM MARCH 12, 2013 THROUGH AND INCLUDING SEPTEMBER 9, 2013, AND HELD SUCH STOCK UNTIL AT LEAST SEPTEMBER 9, 2013

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) **POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE OCTOBER 24, 2016.**

This Notice of Proposed Settlement of Class Action (“Notice”) has been sent to you under Rule 23 of the Federal Rules of Civil Procedure and a June 14, 2016 Order of the United States District Court for the Eastern District of Pennsylvania (the “Court”). This Notice informs you of the pendency of this class action (the “Litigation”) between Lead Plaintiff David A. Schwartz and Defendants Urban, Richard A. Hayne, Frank J. Conforti and Tedford G. Marlow (“Defendants”) and the proposed \$8.5 million settlement (the “Settlement”) and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement as well as counsel’s application for fees, costs, and expenses. This Notice describes the steps you may take in relation to the Settlement and this class action.¹

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation as to any of the Defendants or the merits of the claims or defenses asserted by or against the Defendants. This Notice is solely to advise you of the proposed Settlement of the Litigation and of your rights in connection therewith.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to be eligible to receive a payment from the Settlement. Proof of Claim forms must be postmarked or submitted online on or before October 24, 2016.
EXCLUDE YOURSELF	Get no payment. This is the only option that <i>potentially</i> allows you to ever be part of any other lawsuit against the Defendants or any other Released Persons about the legal claims being resolved by this Settlement. Exclusions must be postmarked on or before September 16, 2016.
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and expenses. You will still be a Member of the Class. Objections must be received by the Court on or before September 16, 2016.
GO TO THE HEARING ON OCTOBER 31, 2016	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Receive no payment. You will, however, still be a Member of the Class, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Persons about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the June 8, 2016 Stipulation of Settlement (the “Stipulation”), available on the website: www.UrbanOutfittersSecuritiesLitigation.com.

SUMMARY OF THIS NOTICE

Statement of Class Recovery

Under the Settlement described in this motion, an \$8.5 million settlement has been established. Based on Lead Plaintiff's estimate of the number of shares of Urban common stock damaged during the Class Period, the average distribution per share under the Plan of Allocation is roughly \$0.42 per share before deduction of any taxes on the income earned on the Settlement Amount thereof, notice and administration costs, and the attorneys' fees and expenses as determined by the Court. **Class Members should note, however, that these are only estimates.** A Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's claims as compared to the total claims of all Class Members who submit acceptable Proofs of Claim. An individual Class Member may receive more or less than this estimated average amount. Please review the Plan of Allocation discussed at pages 8-11 below for more information on the calculation of your claim.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Class prevailed on each claim alleged. The Defendants deny they are liable to the Class and deny that the Class has suffered any damages. The issues on which the parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws, or any other laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the price of Urban common stock was allegedly artificially inflated (if at all) during the Class Period; (4) the amount, if any, by which the price of Urban common stock was allegedly artificially inflated (if at all) during the Class Period; (5) the effect of various market forces on the price of Urban common stock at various times during the Class Period; (6) the extent to which external factors influenced the price of Urban common stock at various times during the Class Period; (7) the extent to which the various matters that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the price of Urban common stock at various times during the Class Period; and (8) the extent to which the various allegedly adverse material facts that Lead Plaintiff alleged were omitted influenced (if at all) the price of Urban common stock at various times during the Class Period.

Statement of Attorneys' Fees and Expenses Sought

Lead Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty percent (30%) of the Settlement Amount, plus expenses not to exceed \$275,000, plus interest earned on both amounts at the same rate as earned by the Settlement Fund. Since the action's inception, Lead Plaintiff's Counsel has expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and has advanced the expenses of the Litigation in the expectation that if it was successful in obtaining a recovery for the Class it would be paid from such recovery. In addition, the Lead Plaintiff may seek payment for his time and expenses incurred in representing the Class up to \$5,000. The requested attorneys' fees and expenses amount to an average cost of approximately \$0.14 per damaged share of Urban common stock.

Further Information

For further information regarding the Litigation, this Notice or to review the Stipulation, please contact the Claims Administrator toll-free at 1-844-787-6815, or visit the website www.UrbanOutfittersSecuritiesLitigation.com.

You may also contact representatives of counsel for the Class: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, www.rgrdlaw.com.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

Reasons for the Settlement

Lead Plaintiff's principal reason for entering into the Settlement is the benefit to the Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery—or, indeed, no recovery at all—might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future. For the Defendants, who have denied and continue to deny all allegations of liability, fault, or wrongdoing whatsoever, the principal reason for entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens inherent in any litigation, especially in complex cases such as this Litigation. Defendants have concluded that further conduct of this Litigation could be protracted and distracting.

BASIC INFORMATION

1. Why did I get this notice package?

This Notice was sent to you under a June 14, 2016 Order of a United States District Court because you or someone in your family or an investment account for which you serve as custodian may have purchased or otherwise acquired Urban common stock during the period from March 12, 2013, through and including September 9, 2013 (“Class Period”).

This Notice explains the class action lawsuit, the Settlement, Class Members’ legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Litigation is the United States District Court for the Eastern District of Pennsylvania, and the case is known as *Schwartz v. Urban Outfitters, Inc., et al.*, Civil Action No. 13-5978. The case has been assigned to the Honorable Mark A. Kearney. The individual representing the Class is the “Lead Plaintiff,” and the company and individuals he sued and who have now settled are called the Defendants.

2. What is this lawsuit about?

The Litigation is pending before the Honorable Mark A. Kearney in the United States District Court for the Eastern District of Pennsylvania (the “Court”). The initial complaint in this action was filed on October 11, 2013. The case was originally assigned to the Honorable Luis Felipe Restrepo. On January 7, 2014, the Court entered an order appointing Lead Plaintiff. On March 10, 2014, Lead Plaintiff filed an Amended Class Action Complaint for Violations of the Federal Securities Laws (“Complaint”) alleging violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 against the Defendants. Defendants moved to dismiss the Complaint on May 9, 2014. Lead Plaintiff filed his opposition to the motion on July 8, 2014. Defendants filed their reply brief on August 7, 2014. The Court held oral argument on the motion on September 19, 2014. On May 4, 2015, the Court issued an Order denying Defendants’ motion to dismiss.

On July 17, 2015, the Defendants answered the Complaint.

On November 16, 2015, Defendants moved for Partial Judgment on the Pleadings in their favor on all claims arising from alleged misstatements occurring after August 6, 2013. Lead Plaintiff filed his opposition to this motion on December 14, 2015, and Defendants filed their reply on December 21, 2015. While the briefing was pending, the case was reassigned to Judge C. Darnell Jones, II. On January 22, 2016, the Court issued an Order denying the motion.

On August 31, 2015, Lead Plaintiff filed his motion to certify the Class. Defendants filed their opposition to the motion on November 16, 2015. On December 14, 2015, Lead Plaintiff filed his reply in support of the motion. While the briefing was pending, the case was reassigned to Judge Mark A. Kearney. Following oral argument, on February 29, 2016, the Court issued an Order granting Lead Plaintiff’s motion for class certification. Also, on February 25, 2016, the Court issued a Scheduling Order vacating the prior schedule and setting a trial date of October 13, 2016.

Following denial of Defendants’ motion to dismiss, the parties engaged in written discovery, and exchanged documents. Lead Counsel also took the deposition of defendant Conforti as Urban’s corporate designee pursuant to Rule 30(b)(6).

In an effort to conserve judicial recovery and attempt to settle the Litigation, the parties engaged the services of Jed Melnick, Esq. of JAMS, a nationally-recognized mediator. The parties prepared detailed mediation statements and engaged in a full-day in-person mediation session with Mr. Melnick on April 15, 2016. These efforts culminated with the parties agreeing to settle the Litigation for \$8,500,000, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court.

3. Why is there a settlement?

The Court has not decided in favor of the Defendants or of the Lead Plaintiff. Instead, both sides agreed to the Settlement to avoid the distraction, costs, and risks of further litigation, and Lead Plaintiff agreed to the Settlement in order to ensure that Class Members will receive compensation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am a Member of the Class?

The Court directed that everyone who fits this description is a Class Member: *all Persons who purchased or otherwise acquired Urban common stock during the period from March 12, 2013, through and including September 9, 2013, and held such stock until at least September 9, 2013*, except those Persons and entities that are excluded.

Excluded from the Class are: Urban, its officers and directors during the Class Period, members of their immediate families and their legal representatives, heirs, successors or assigns or any entity in which Urban or an Individual Defendant has a controlling interest. Also excluded from the Class is any Class Member who timely and validly excludes themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in question 11 below.

Please Note: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online at the website on or before October 24, 2016.

5. What if I am still not sure if I am included?

If you are not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at 1-844-787-6815, or you can fill out and return the Proof of Claim form enclosed with this Notice package, to see if you qualify.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Claims (defined below) and dismissal of the Litigation, Defendants have agreed to pay (or cause to be paid) \$8.5 million in cash to be distributed after taxes, fees, and expenses, *pro rata*, to Class Members who send in a valid Proof of Claim form pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is described in more detail at the end of this Notice.

7. How much will my payment be?

Your share of the Net Settlement Fund will depend on several things, including the total amount of claims represented by the valid Proof of Claim forms that Class Members send in, compared to the amount of your claim, all as calculated under the Plan of Allocation discussed below.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

8. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must submit a Proof of Claim form. A Proof of Claim form is enclosed with this Notice or it may be downloaded at www.UrbanOutfittersSecuritiesLitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and **mail or submit it online so that it is postmarked or received no later than October 24, 2016**. The Proof of Claim form may be submitted online at www.UrbanOutfittersSecuritiesLitigation.com.

9. When would I get my payment?

The Court will hold a Settlement Hearing on October 31, 2016, at 3:00 p.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proofs of Claim to be processed. Please be patient.

10. What am I giving up to get a payment or to stay in the Class?

Unless you timely and validly exclude yourself, you are staying in the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their Related Parties about the Released Claims (as defined below) in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you remain a Class Member, and if the Settlement is approved, you will give up all "Released Claims" (as defined below), including "Unknown Claims" (as defined below), against the "Released Persons" (as defined below):

- "Released Claims" means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that the Lead Plaintiff or any Class Member asserted or could have asserted in the Litigation or any forum, which arise out of or relate in any way to both: (i) the purchase or acquisition of shares of Urban common stock during the Class Period, and (ii) any disclosures, public filings (including, but not limited to registration statements), or other statements by Urban and any Defendant in this Litigation based upon or arising out of any facts, matters, allegations, transactions, events, disclosures, statements, representations, acts, failures to act, or omissions that were asserted or could have been asserted by Lead Plaintiff or any Class Members in the Litigation. "Released Claims" does not include claims to enforce the Settlement. "Released Claims" includes "Unknown Claims" as defined below.
- "Released Defendants' Claims" means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments, and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.
- "Released Persons" means each and all of the Defendants and their Related Parties.
- "Related Parties" means each of a Defendant's respective former, present or future parents, subsidiaries, divisions and affiliates and the respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, and insurers and reinsurers of each of them; and the predecessors, successors, estates, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives and assigns of each of them, in their capacity as such.
- "Unknown Claims" means any and all Released Claims or Released Defendants' Claims which any of the Settling Parties or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, Lead Plaintiff, Lead Plaintiff's Counsel, or Class Members which, if known by him, her, or it, might have affected his, her, or its settlement with and release, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or to the release of the Released Persons, Lead Plaintiff, Lead Plaintiff's Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each of the Settling Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Settling Parties shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Settling Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it or their counsel

now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but the Settling Parties shall expressly settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue the Defendants and the other Released Persons, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Settlement. This is called excluding yourself—or is sometimes referred to as “opting out.”

11. How do I get out of the Class and the proposed Settlement?

To exclude yourself from the Class and the Settlement, you must send a letter by First-Class Mail stating that you “request exclusion from the Class in the *Urban Outfitters Securities Litigation*.” You cannot exclude yourself by telephone or e-mail. Your letter must include your purchases, acquisitions, and sales of Urban common stock during the Class Period, including the dates, the number of shares of Urban common stock purchased, acquired, or sold, and price paid or received for each such purchase, acquisition, or sale. In addition, you must include your name, address, telephone number, and your signature. You must mail your letter with the exclusion request so that it is **postmarked no later than September 16, 2016** to:

Urban Outfitters Securities Litigation
Claims Administrator
c/o Epiq Class Action & Claims Solutions, Inc.
P.O. Box 3747
Portland, OR 97208-3747

Your exclusion request must comply with these requirements in order to be valid. If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue the Defendants and the other Released Persons about the Released Claims in the future.

12. If I do not exclude myself, can I sue the Defendants and the other Released Persons for the same thing later?

No. Unless you exclude yourself, you give up any rights you may potentially have to sue the Defendants and the other Released Persons for any and all Released Claims. If you have a pending lawsuit against the Released Persons speak to your lawyer in that case immediately. You must exclude yourself from the Class in this Litigation to continue your own lawsuit. Remember, the exclusion deadline is September 16, 2016.

13. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you should not send in a Proof of Claim to ask for any money. But you may have the right to potentially sue or be part of a different lawsuit against the Defendants and the other Released Persons.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court ordered that the law firm of Robbins Geller Rudman & Dowd LLP represents the Class Members, including you. These lawyers are called Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Lead Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty percent (30%) of the Settlement Amount and for expenses and costs in an amount not to exceed \$275,000 in connection with the Litigation, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. In addition, the Lead Plaintiff may seek up to \$5,000 for his time and expenses incurred in representing the Class. The Court will decide how much is paid to Lead Plaintiff's counsel and the Lead Plaintiff after reviewing the Lead Plaintiff's motion for fees and expenses to be filed and placed on the website no later than August 18, 2016. Such sums as may be approved by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or any part of it, including the amount of attorneys' fees.

16. How do I tell the Court that I object to the proposed Settlement?

If you are a Class Member, you can comment or object to the proposed Settlement, the proposed Plan of Allocation and/or Lead Counsel's fee and expense application. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement in the *Urban Outfitters Securities Litigation*. Include your name, address, telephone number, and your signature, identify the date(s), price(s), and number(s) of shares of Urban common stock you purchased, acquired, and sold during the Class Period, and state your comments or the reasons why you object to the proposed Settlement. Your comments or objection must be filed with the Court **no later than September 16, 2016**.

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the Settlement, attorneys' fees or payment to Lead Plaintiff. You can object **only** if you stay in the Class.

Excluding yourself is telling the Court you do not want to be paid and do not want to release any claims you think you may have against Defendants and their Related Parties. If you exclude yourself, you cannot object to the Settlement because it does not affect you.

18. When and where will the Court decide whether to approve the proposed Settlement?

THE COURT'S SETTLEMENT HEARING

The Court will hold a Settlement Hearing at **3:00 p.m., on October 31, 2016**, in the Courtroom of the Honorable Mark A. Kearney, at the United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106. At the hearing the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if you do not ask to speak at the hearing. The Court may also decide how much to pay to Lead Counsel and Lead Plaintiff. After the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website www.UrbanOutfittersSecuritiesLitigation.com beforehand to be sure that the date and/or time has not changed.

19. Do I have to come to the hearing?

No. Lead Counsel will answer questions from the Court. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

20. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* question 16 above) a statement saying you intend to appear. Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys' fees and expenses to be awarded to Lead Counsel or Lead Plaintiff and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Your notice of intention to appear must be filed with your objection no later than September 16, 2016, with the Clerk of Court.

You cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive any money from this Settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and their Related Parties about the Released Claims in this case.

GETTING MORE INFORMATION

22. How do I get more information?

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-844-787-6815. Reference is also made to the Stipulation, to the pleadings in support of the Settlement, to the Orders entered by the Court and to the other settlement related papers filed in the Litigation, which are posted on the Settlement website at www.UrbanOutfittersSecuritiesLitigation.com, and which may be inspected at the Office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106, during regular business hours. For a fee, all papers filed in this Litigation are available at www.pacer.gov.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

The Settlement Amount of \$8.5 million and any interest earned thereon is the "Settlement Fund." The Settlement Fund, less all taxes, approved costs, fees, and expenses (the "Net Settlement Fund") shall be distributed to Class Members who submit timely and valid Proof of Claim forms to the Claims Administrator ("Authorized Claimants"). The Plan of Allocation provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have an overall net loss on all of your transactions in Urban common stock during the Class Period.

For purposes of formulating the Plan of Allocation and determining the amount an Authorized Claimant may recover under it, Lead Counsel has conferred with its damages consultant regarding the Plan of Allocation and it reflects an assessment of the damages that it believes could have been recovered by Class Members had Lead Plaintiff prevailed at trial.

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The allocation below is based on a potential maximum claim per share equal to \$4.36. This value represents the estimated inflation attributable to the Company's September 10, 2013 price decline. Allowed claims will also be subjected to the statutory PSLRA 90-day look-back amount.²

² Under Section 21D(e)(1) of the PSLRA, "in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market."

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Further, if any of the formulas below yield an amount less than \$0.00, the claim per share shall be \$0.00.

A “claim” will be calculated as follows:

Urban Outfitters Securities Litigation
CUSIP: 917047102

The allocation below is based on the following price decline and the statutory PSLRA 90-day look-back amount of \$37.78:

September 10, 2013 Price Decline: \$4.36

For shares of Urban common stock ***purchased, or otherwise acquired, on or between March 12, 2013 through September 9, 2013***, the claim per share shall be as follows:

a) If sold prior to September 10, 2013, the claim per share is zero.

b) If retained at the end of September 9, 2013 and sold before December 6, 2013, the claim per share shall be the least of: (i) \$4.36 (September 10, 2013 Price Decline), or (ii) the difference between the purchase price and the selling price, or (iii) the difference between the purchase price and the average closing price up to the date of sale as set forth in the table below.

c) If retained, or sold, on or after December 6, 2013, the claim per share shall be the lesser of: (i) \$4.36 (September 10, 2013 Price Decline), or (ii) the difference between the purchase price and \$37.78.

Date	Closing Price	Average Closing Price
9/10/2013	\$38.35	\$38.35
9/11/2013	\$38.20	\$38.27
9/12/2013	\$38.30	\$38.28
9/13/2013	\$38.38	\$38.31
9/16/2013	\$38.39	\$38.32
9/17/2013	\$38.12	\$38.29
9/18/2013	\$37.97	\$38.24
9/19/2013	\$38.12	\$38.23
9/20/2013	\$38.10	\$38.21
9/23/2013	\$37.43	\$38.14
9/24/2013	\$37.29	\$38.06
9/25/2013	\$36.94	\$37.97
9/26/2013	\$36.98	\$37.89
9/27/2013	\$37.07	\$37.83
9/30/2013	\$36.77	\$37.76
10/1/2013	\$36.51	\$37.68
10/2/2013	\$36.92	\$37.64
10/3/2013	\$36.70	\$37.59
10/4/2013	\$36.96	\$37.55
10/7/2013	\$35.66	\$37.46
10/8/2013	\$35.06	\$37.34
10/9/2013	\$35.70	\$37.27
10/10/2013	\$36.46	\$37.23
10/11/2013	\$35.90	\$37.18
10/14/2013	\$36.07	\$37.13
10/15/2013	\$35.89	\$37.09
10/16/2013	\$36.46	\$37.06
10/17/2013	\$36.44	\$37.04
10/18/2013	\$37.01	\$37.04
10/21/2013	\$36.50	\$37.02
10/22/2013	\$36.35	\$37.00
10/23/2013	\$36.45	\$36.98
10/24/2013	\$37.59	\$37.00

10/25/2013	\$37.88	\$37.03
10/28/2013	\$38.00	\$37.05
10/29/2013	\$38.24	\$37.09
10/30/2013	\$38.09	\$37.11
10/31/2013	\$37.88	\$37.13
11/1/2013	\$38.59	\$37.17
11/4/2013	\$39.47	\$37.23
11/5/2013	\$38.93	\$37.27
11/6/2013	\$38.76	\$37.31
11/7/2013	\$38.47	\$37.33
11/8/2013	\$39.48	\$37.38
11/11/2013	\$40.02	\$37.44
11/12/2013	\$39.82	\$37.49
11/13/2013	\$39.99	\$37.55
11/14/2013	\$40.00	\$37.60
11/15/2013	\$40.17	\$37.65
11/18/2013	\$39.64	\$37.69
11/19/2013	\$39.31	\$37.72
11/20/2013	\$39.02	\$37.75
11/21/2013	\$38.98	\$37.77
11/22/2013	\$38.44	\$37.78
11/25/2013	\$38.91	\$37.80
11/26/2013	\$38.87	\$37.82
11/27/2013	\$39.07	\$37.84
11/29/2013	\$39.02	\$37.86
12/2/2013	\$37.66	\$37.86
12/3/2013	\$37.24	\$37.85
12/4/2013	\$36.63	\$37.83
12/5/2013	\$36.29	\$37.80
12/6/2013	\$35.99	\$37.78

The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement” date. All purchase, acquisition and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise or operation of law of Urban common stock during the Class Period shall not be deemed a purchase or sale of Urban common stock for the calculation of a claimant’s recognized claim nor shall it be deemed an assignment of any claim relating to the purchase of such shares unless specifically provided in the instrument of gift or assignment. The receipt of Urban common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of Urban common stock.

For Class Members who held Urban common stock at the beginning of the Class Period or made multiple purchases, acquisitions, or sales during the Class Period, the First-In, First-Out (“FIFO”) method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a claim. Under the FIFO method, sales of Urban common stock during the Class Period will be matched, in chronological order, first against shares of common stock held at the beginning of the Class Period. The remaining sales of common stock during the Class Period will then be matched, in chronological order, against common stock purchased or acquired during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net overall loss, after all profits from transactions in all Urban common stock described above during the Class Period are subtracted from all losses. However, the proceeds from sales of common stock that have been matched against the common stock held at the beginning of the Class Period will not be used in the calculation of such net loss. For shares purchased or acquired during the Class Period and held through the end of the 90-day look-back period, a value of \$37.78 will be applied as the holding value for the purpose of calculating a net loss or gain. If a Class Member had a net market loss in his, her or its trading in Urban common stock, the Class Member’s net claim amount shall be limited to the Class Member’s net market loss. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Payment under the Plan of Allocation shall be conclusive against all Authorized Claimants. Defendants, their respective counsel, and all other Released Persons will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. No Person shall have any claim against Lead Plaintiff, Lead Plaintiff’s Counsel, the Claims Administrator, or other Person designated by Lead Counsel, Defendants, or Defendants’ counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or

further orders of the Court. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by filing a written request with the Clerk of Court.

Defendants, their respective counsel, and all other Released Persons will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Lead Plaintiff and Lead Plaintiff's Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds shall be used: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, additional settlement administration fees, costs, and expenses, including those of Lead Plaintiff's Counsel as to be approved by the Court; and (c) to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be equally distributed to Legal Aid of Southeastern Pennsylvania and Career Wardrobe, a non-profit "dress for success" charity with an office in Philadelphia.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired Urban common stock during the Class Period for the beneficial interest of an individual or organization other than yourself, the Court has directed that, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased or acquired such securities during such time period, or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within ten (10) days mail the Notice and Proof of Claim form directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Class Members. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Urban Outfitters Securities Litigation
Claims Administrator
c/o Epiq Class Action & Claims Solutions, Inc.
P.O. Box 3747
Portland, OR 97208-3747
www.UrbanOutfittersSecuritiesLitigation.com

DATED: June 14, 2016

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA