

# Exhibit 1

## SETTLEMENT AGREEMENT

### 1. PARTIES:

The parties to this Settlement Agreement (“Agreement”) are as follows:

1.1. On the one hand (collectively the “CCDC Parties”),

1.1.1. Colorado Cross-Disability Coalition (“CCDC”), a Colorado non-profit disability rights advocacy organization with its principal place of business located at 655 Broadway, Suite 775, Denver, Colorado 80203;

1.1.2. Julie Farrar;

1.1.3. Anita Hansen; and the class, defined as:

1.1.4. All people with disabilities who use wheelchairs for mobility who, during the two years prior to the filing of the Complaint in this case, were denied the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any Hollister Co. Store in the United States on the basis of disability because of the presence of an Elevated Entrance (“Class Parties”).

1.2. and on the other hand (collectively the “A&F Parties”),

1.2.1. Abercrombie & Fitch Co. (“A&F Co.”), a Delaware corporation with its principal place of business located at 6301 Fitch Path, New Albany, Ohio 43054.

1.2.2. Abercrombie & Fitch Stores, Inc. (“A&F”), an Ohio corporation with its principal place of business located at 6301 Fitch Path, New Albany, Ohio 43054; and

1.2.3. J.M. Hollister, LLC (“Hollister”), an Ohio limited liability corporation with its principal place of business located at 6301 Fitch Path, New Albany, Ohio 43054.

### 2. RECITALS:

2.1. As of February 2, 2014, the A&F Parties operated approximately 218 Hollister Co. stores nationwide with Elevated Entrances as defined herein.

2.2. The CCDC Parties allege the A&F Parties violated Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12181 *et seq.* and its implementing regulations

regarding the accessibility for customers who use wheelchairs related to the Elevated Entrances in some Hollister Co. Stores.

- 2.3. Julie Farrar and Anita Hansen represent they are CCDC members who use wheelchairs for mobility and allege they experienced barriers to accessibility at a Hollister Co. Store.
- 2.4. The CCDC Parties filed a complaint in the United States District Court for the District of Colorado, Case No. 09-CV-02757, styled CCDC, et al. v. Abercrombie & Fitch Co., et al. (hereinafter, the “Litigation”).
- 2.5. The A&F Parties deny that they have violated any law, including without limitation the ADA, and admit no liability or wrongdoing in their Hollister Co. Stores.
- 2.6. The Plaintiffs and the A&F Parties wish to resolve this dispute without further cost and inconvenience to the Parties and, therefore, enter into this Agreement to resolve their dispute.

### **3. DEFINITIONS:**

- 3.1. “ADA” shall refer to Title III of the ADA, 42 U.S.C. § 12181 *et seq.* and its implementing regulations.
- 3.2. “A&F Counsel” refers to Mark Knueve, whose contact information is provided below, or any person above-referenced counsel designates in writing during the Term of this Agreement.
- 3.3. “Agreement” shall refer to this settlement agreement.
- 3.4. “Effective Date” shall refer to the date that the Court enters a final order approving this Agreement.
- 3.5. “Elevated Entrance” shall refer to any entrance into a store that has one or more steps rendering it inaccessible to customers who use wheelchairs.
- 3.6. “Hollister Co. Stores” shall refer to all stores the A&F Parties operate under the name “Hollister Co.”
- 3.7. “Hollister Co. Post-Settlement Stores” means all Hollister Co. Stores the A&F Parties open after the Effective Date and during the Term of this Agreement.
- 3.8. “Mobility Disability” means a disability or condition which substantially limits a person in the major life activity of walking.

3.9. “New Entrance Design” shall refer to a store entrance that has no changes in level between the exterior and interior of the store.

3.10. “Plaintiffs” shall refer to the Parties identified in section 1.

3.11. “Plaintiffs’ Counsel” refers to Kevin Williams, Andrew Montoya, Amy Robertson, Bill Lann Lee and Julia Campins, whose contact information is provided below, or any person above-referenced counsel designate in writing during the Term of this Agreement.

3.12. “Term” means one year from the Effective Date.

IN CONSIDERATION OF THE COVENANTS SET FORTH BELOW AND FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

**4. A&F PARTIES’ COVENANTS:**

4.1. The A&F Parties represent that prior to the Effective Date of this Agreement they converted 31 Hollister Co. Stores which had Elevated Entrances to a New Entrance Design, and closed to the public 14 Hollister Co. Stores which had Elevated Entrances.

4.2. Subject to Court approval, the A&F Parties agree that, by January 31, 2016, they will either close to the public, or convert to the New Entrance Design, 47 additional Hollister Co. Stores with Elevated Entrances. Thus, by January 31, 2016, the number of Hollister Co. Stores with Elevated Entrances will have decreased from 218 to 126.

4.3. Subject to Court approval, the A&F Parties will not design or construct Elevated Entrances and will ensure all entrances to Hollister Co. Post-Settlement Stores are designed and constructed to a New Entrance Design.

4.4. Subject to Court approval, at the conclusion of the Term of the Agreement, A&F Counsel will provide Plaintiffs’ Counsel with the store name and location of each Hollister Co. Post-Settlement Store in writing.

4.5. Subject to Court approval, within ten days after the Court’s final approval of this Agreement is no longer subject to appeal or further appeal, the A&F Parties will pay by check made payable to the Colorado Cross-Disability Coalition Legal Program the following amounts to resolve the Plaintiffs’ claims for attorneys’ fees and costs: \$190,000.00.

**5. RELEASE AND COVENANT NOT TO SUE:**

The Plaintiffs agree to the following:

5.1. Released Claims of the CCDC Parties: Subject to Court approval, the CCDC Parties, their executors, heirs, successors, assigns, agents and representatives, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, unconditionally and forever do fully and finally release, acquit and discharge the A&F Parties and their parent and subsidiary corporations and each of their present, former or future officers, directors, agents, employees, representatives, predecessors, successors, and assigns from the CCDC Parties' Released Claims as defined in sections 5.2 below.

5.2. The "CCDC Parties' Released Claims" are any and all past or present claims, rights, demands, charges, complaints, actions, causes of action, and liabilities of any kind, including any and all such past or present claims for injunctive relief, declaratory relief, or fees, damages, costs and expenses against the Released Parties that are based upon the ADA or any public accommodation provision of any federal, state or local statutory, regulatory or common law concerning accessibility for persons with Mobility Disabilities at Hollister Co. Stores.

5.3. Released Claims of the Class Parties: Subject to Court approval, the Class Parties, their executors, heirs, successors, assigns, agents and representatives, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, unconditionally and forever do fully and finally release, acquit and discharge the A&F Parties and their parent and subsidiary corporations and each of their present, former or future officers, directors, agents, employees, representatives, predecessors, successors, and assigns from the Class Released Claims as defined in sections 5.4 below.

5.4. The "Class Released Claims" are any and all past or present claims, rights, demands, charges, complaints, actions, causes of action, and liabilities of any kind, including any and all such past or present claims for injunctive relief, declaratory relief, or fees, damages, costs and expenses against the Released Parties that are based upon the existence of the Elevated Entrances.

5.5. Upon the Effective Date of this Agreement, and subject to Court approval, the CCDC Parties agree to dismiss the Litigation with prejudice, each party to bear its own costs except as set forth in this Agreement.

## **6. COURT APPROVAL:**

6.1. The Parties recognize that the terms of this Agreement are subject to approval by the Court consistent with Rule 23(e) of the Federal Rules of Civil Procedure. Accordingly, the Parties shall jointly submit this Agreement and supporting papers, which shall set forth the terms of this Agreement and will include a proposed form of

notice pursuant to Rule 23(e)(1), and shall request hearing dates before the Court for preliminary approval and, after notice, final approval of the Settlement Agreement.

6.2.If the Court does not enter preliminary approval of this Agreement, does not finally approve this Agreement and the proposed settlement, or this Agreement and the proposed settlement do not become final due to an objection, an appeal, or for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this settlement shall be treated as void *ab initio*. In such a case, the Parties shall proceed in all respects as if this Agreement had not been executed.

## 7. COMMUNICATIONS TO COUNSEL:

All notices or communications required by this Agreement shall be in writing by facsimile or signed, scanned and delivered by e-mail and also sent by U.S. Mail or overnight delivery service addressed as follows:

To Plaintiffs' Counsel:

Kevin W. Williams  
Andrew C. Montoya  
Colorado Cross Disability Coalition Legal Program  
655 Broadway, Suite 775  
Denver, CO 80203  
Telephone: (303) 839-1775  
Facsimile: (720) 210-9819  
Email: [kwilliams@ccdconline.org](mailto:kwilliams@ccdconline.org)  
Email: [amontoya@ccdconline.org](mailto:amontoya@ccdconline.org)

Amy F. Robertson  
Civil Rights Education and Enforcement Center  
104 Broadway, Suite 400  
Denver, Colorado 80203  
Telephone: (303) 757-7901  
Facsimile: (303) 691-5861  
Email: [arobertson@creeclaw.org](mailto:arobertson@creeclaw.org)

Bill Lann Lee  
Lewis, Feinberg, Lee, Renaker & Jackson, P.C.  
476 9th Street  
Oakland, California 94607  
Telephone: (510) 839-6824  
Facsimile: ((510) 839-7839  
Email: [blee@lewisfeinberg.com](mailto:blee@lewisfeinberg.com)

Julia Campins  
Campins-Benham-Baker, LLP  
8 California Street, Suite 703  
San Francisco, California 94111  
Telephone: (415) 373-5333  
Facsimile (415) 373-5334  
Email: [julia@cbbllp.com](mailto:julia@cbbllp.com)

To the A&F Parties' Counsel:

Mark A. Knueve  
Vorys, Sater, Seymour and Pease LLP  
52 E. Gay Street  
Columbus, Ohio 43215  
Telephone: (614) 464-6400  
Facsimile: (614) 719-4923  
Email: [maknueve@vorys.com](mailto:maknueve@vorys.com)

## **8. ADDITIONAL AGREEMENTS:**

- 8.1. This Agreement is binding on all successors and assigns of the CCDC Parties, the Class Parties and the A&F Parties. For the Term of this Agreement, Plaintiffs' Counsel and the A&F Parties' Counsel will be notified in writing of the names, addresses and phone numbers of any such successors and assigns.
- 8.2. Neither this Agreement nor any action taken to carry out this Agreement is, may be construed as, or may be used as, an admission or concession by or against the A&F Parties or the Released Parties of the validity of any Released Claim or any actual or potential fault, wrongdoing or liability by them or any of them. Entering into or carrying out the Agreement, and any negotiations related to it, shall not be construed as, or deemed to be evidence of, an admission or concession as to the A&F Parties' denials of the Released Claims and shall not be offered or received in evidence in any action or proceeding against any Party hereto in any court, administrative agency or other tribunal for any purpose whatsoever, except for the purpose of enforcing the provisions of this Agreement.
- 8.3. This Agreement contains all the agreements, conditions, promises and covenants between the CCDC Parties and the Class Parties, on the one hand, and the A&F Parties, on the other hand, regarding matters set forth in it and supersedes all prior or contemporaneous agreements, drafts, representations or understandings, either written or oral, with respect to the subject matter of the present Agreement.

The CCDC Parties and the A&F Parties further represent that they enter into this settlement and execute this Agreement voluntarily and willingly.

8.5. Colorado law shall govern the validity, effect and interpretation of this Agreement.

8.6. By signing this Agreement, the Parties and their counsel certify that the Parties signing this Agreement have full authority and ability to enter into this Agreement and to perform all obligations required hereunder.

8.7. No modification of this Agreement shall be effective unless it is in writing and signed by all Parties.

8.8. If any provision or any part of this Agreement thereof shall at any time be held unlawful, or inconsistent with applicable law, in whole or in part, under any federal, state, county, municipal or other law, ruling or regulation, then the remaining provisions of this Agreement shall remain effective and enforceable.

8.9. This Agreement may be signed in counterpart and shall be binding and effective immediately upon the execution by all Parties of one or more counterparts. All Parties and their counsel shall sign two copies of this document and each such copy shall be considered an original.

COLORADO CROSS-DISABILITY  
COALITION

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ABERCROMBIE & FITCH STORES, INC.

By: \_\_\_\_\_

Its: SR VP & SR COUNSEL

Date: FEBRUARY 13, 2015

ABERCROMBIE & FITCH CO.

By: \_\_\_\_\_

Its: SR VP & SR COUNSEL

Date: FEBRUARY 13, 2015

J.M. HOLLISTER LLC

By: \_\_\_\_\_

Its: SR VP & SR COUNSEL

Date: FEBRUARY 13, 2015



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COLORADO CROSS-DISABILITY COALITION

By: [Signature]

Its: Executive Director

Date: February 16, 2015

ABERCROMBIE & FITCH STORES, INC.

By: [Signature]

Its: SR VP & SR COUNSEL

Date: FEBRUARY 17, 2015

ABERCROMBIE & FITCH CO.

By: [Signature]

Its: SR VP & SR COUNSEL

Date: FEBRUARY 17, 2015

J.M. HOLLISTER LLC

By: [Signature]

Its: SR VP & SR COUNSEL

Date: FEBRUARY 17, 2015

JULIE FARRAR

Julie Farrar

Date: 2-27-2015

ANITA HANSEN

Anita Hansen

Date: 2-20-2015