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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **COUNTY OF SAN BERNARDINO**

24 Coordination Proceeding Special Title (Rule  
25 3.550)

Judicial Council Coordination Proceeding Case  
No.: JCCP 5259

26 **TARGET WAGE AND HOUR CASES**

27 **STIPULATION REGARDING CLASS AND  
28 PRIVATE ATTORNEYS GENERAL ACT  
SETTLEMENT AND RELEASE**

Included Actions:

*Medina et al. v. Target Corporation*

*Torres v. Target Corporation*

*Assigned for All Purposes To:*

Hon. Wilfred J. Schneider, Jr.

Dept.: S-32

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1 IT IS HEREBY STIPULATED by Plaintiffs Gustavo Medina, Janira Perez, Sergio  
2 Garcia, Alicia Torres, Zachary Lomely, Angel Carter, Denise Cardenas, Brian Mena, Jimmy  
3 Perez, Emily Porcho, Sheemal Narayan, Juan Morales, Joaldi Gonzalez, and Martha Franco  
4 (collectively, "Plaintiffs") on behalf of themselves and each of the Class Members (as defined  
5 below), the State of California, and PAGA Affected Employees (as defined below), on the one  
6 hand, and Defendant Target Corporation ("Target" or "Defendant"), on the other hand, and  
7 subject to the approval of the Court, that the Action (as defined below) is hereby compromised  
8 and settled pursuant to the terms and conditions set forth below:

9 **1. DEFINITIONS.**

10 Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have  
11 the meanings set forth below:

12 1.1 "**Action**" means: (a) the coordinated California Private Attorneys General Act  
13 lawsuits currently in the San Bernardino County Superior Court entitled *Target Wage and Hour*  
14 *Cases*, Judicial Council Coordination Proceeding No. 5259 (the "PAGA Action"); and (b) the  
15 consolidated class action lawsuit currently pending in the United States District Court for the  
16 Central District of California entitled *Gustavo Medina, et al. v. Target Corporation*, Case No.  
17 5:22-cv-00805-JGB (SHKx) (the "Class Action").

18 1.2 "**Class**" or "**Class Members**" means all individuals employed by Target at one or  
19 more Target distribution centers in the State of California in non-exempt positions at any time  
20 during the Class Period (as defined below).

21 1.3 "**Class Claims**" means any and all claims, rights, demands, and liabilities of every  
22 nature and description, whether known or unknown, suspected or unsuspected, arising under  
23 federal, state, or local law, that were asserted or that could have been asserted based on the facts  
24 alleged in the Second Amended Consolidated Class Action and PAGA Complaint, that arose  
25 during the Class Period, including but not limited to: unfair competition in violation of California  
26 Business & Professions Code section 17200, et seq.; failure to pay for all hours worked including  
27 due to rounding of time punches, off-the-clock work, time spent in security screenings (including  
28 but not limited to bag and other security checks), time spent in COVID screenings (including but

1 not limited to temperature checks and symptom questionnaires), controlled walking time, and/or  
2 controlled meal and rest periods; failure to pay minimum wages in violation of California Labor  
3 Code sections 1194, 1197, and 1197.1 including due to rounding of time punches, off-the-clock  
4 work, time spent in security screenings (including but not limited to bag and other security  
5 checks), time spent in COVID screenings (including but not limited to temperature checks and  
6 symptom questionnaires), controlled walking time, and/or controlled meal and rest periods; failure  
7 to accurately pay all wages based on the regular rate of pay by failing to include incentive pay  
8 based on employee performance in the regular rate calculation; failure to pay overtime wages in  
9 violation of California Labor Code section 510 and the applicable IWC Wage Order including due  
10 to rounding of time punches, off-the-clock work, time spent in security screenings (including but  
11 not limited to bag and other security checks), time spent in COVID screenings (including but not  
12 limited to temperature checks and symptom questionnaires), controlled walking time, controlled  
13 meal and rest periods, and failure to accurately calculate the regular rate of pay; failure to provide  
14 meal periods and to pay meal period premiums at the correct regular rate of pay in violation of  
15 California Labor Code section 512 and the applicable IWC Wage Order, including missed, late,  
16 short, controlled, and/or interrupted meal periods; failure to provide rest periods and to pay rest  
17 period premiums at the correct regular rate of pay in violation of California Labor Code section  
18 226.7 and the applicable IWC Wage Order, including missed, late, short, controlled, and/or  
19 interrupted rest periods; failure to pay sick pay wages at the correct regular rate of pay in violation  
20 of California Labor Code sections 201-204, 223, and 246; failure to pay reporting time pay wages  
21 when due or at the correct regular rate of pay; unlawful deductions from wages in violation of in  
22 violation of California Labor Code section 221; failure to provide accurate wage statements in  
23 violation of California Labor Code section 226; failure to reimburse business expenses in violation  
24 of California Labor Code section 2802; failure to pay wages when due in violation of California  
25 Labor Code sections 201-204; attorneys' fees and costs incurred to prosecute the Action on behalf  
26 of Class Members; and any other derivative remedies, penalties, and interest available under the  
27 law based on the facts alleged in the Second Amended Consolidated Class Action and PAGA  
28 Complaint. The release of Class Claims will run<sub>4</sub> through the Class Period. Except as set forth in

1 this Agreement, the Class Members who do not opt out of the Settlement do not release any other  
2 claims, including claims for vested benefits, wrongful termination, violation of the Fair  
3 Employment and Housing Act, unemployment insurance, disability, social security, workers'  
4 compensation, or claims based on facts occurring outside the Class Period.

5 1.4 **“Class Counsel”** means Blumenthal Nordrehaug Bhowmik De Blouw LLP, James  
6 Hawkins APLC, and Haines Law Group, APC.

7 1.5 **“Class Counsel Costs Award”** means such litigation costs as the Court may  
8 award to Class Counsel for the costs they have incurred and will incur in the investigation,  
9 litigation, and resolution of the Action, and in administration of the Settlement, and which shall  
10 not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

11 1.6 **“Class Counsel Fees Award”** means such attorney’s fees as the Court may award  
12 to Class Counsel for the services they have rendered and will render to the Class and PAGA  
13 Affected Employees in the Action, and which shall not exceed Two Million One Hundred  
14 Twenty-Eight Thousand Five Hundred Dollars and Zero Cents (\$2,128,500.00).

15 1.7 **“Class Member Payment”** means the payment made to resolve the Class Claims  
16 which shall be paid to each Participating Class Member on a proportional basis based on the  
17 number of weeks each worked for Defendant in a non-exempt position at one or more Target  
18 distribution centers in California during the Class Period, which shall be payable from the Gross  
19 Settlement Amount.

20 1.8 **“Class Period”** means the period from March 21, 2019, through and including  
21 December 10, 2023, or when the aggregate workweeks amount to 1,590,887, whichever occurs  
22 first.

23 1.9 **“Court”** means the Superior Court of California, County of San Bernardino.

24 1.10 **“Defendant”** means Target Corporation.

25 1.11 **“Defense Counsel”** means Julie Dunne and Matthew Riley of DLA Piper LLP  
26 (US).

27 1.12 **“Effective Date”** means the date by which this Settlement is finally approved as  
28 provided herein and the Court’s Final Approval Order and Judgment become binding and no

1 longer subject to appeal. For purposes of this Settlement Agreement, the Final Approval Order  
2 and Judgment become binding and no longer subject to appeal upon the later of: (a) the day after  
3 the last day by which a notice of appeal to the California Court of Appeal of the Final Approval  
4 Order and Judgment and/or of an order denying any motion to intervene may be timely filed, and  
5 none is filed; (b) if such an appeal is filed, and the appeal is resolved through any order affirming  
6 the Final Approval Order and Judgment, the day after the last date for filing a request for further  
7 review of the California Court of Appeal’s decision passes and no further review is requested;  
8 (c) if an appeal is filed and there is a final disposition by the California Court of Appeal affirming  
9 the Final Approval Order and Judgment and further review of the California Court of Appeal’s  
10 decision is requested, the day after the request for review is denied with prejudice and/or no  
11 further review of the decision can be requested; or (d) if review is accepted, the day after the  
12 California Supreme Court affirms the Settlement. The Effective Date cannot occur, and  
13 Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of  
14 any appeal that could potentially prevent the Final Approval Order and Judgment from becoming  
15 binding.

16 1.13 **“Employee List”** means information regarding Class Members and PAGA  
17 Affected Employees that Defendant will compile in good faith from its records and provide to the  
18 Settlement Administrator. The Employee List shall be provided in a confidential Microsoft Excel  
19 spreadsheet and shall include, for each Class Member and PAGA Affected Employee: full name,  
20 last known address, last known telephone number, social security number, whether the employee  
21 is a Class Member, whether the employee is a PAGA Affected Employee, the number of weeks  
22 worked for Defendant in a non-exempt position at one or more Target distribution centers in  
23 California during the Class Period, and the number of pay periods worked for Defendant in a non-  
24 exempt position at one or more Target distribution centers in California during the PAGA Period.

25 1.14 **“Final Approval”** or **“Final Approval Order and Judgment”** means the Court’s  
26 entry of an order finally approving this Settlement and entering final judgment based thereon,  
27 which shall be substantially in the form attached hereto as **Exhibit C**.

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1           1.15    **“Final Approval Hearing”** means the hearing held to determine whether the  
2 Court will enter a Final Approval Order and Judgment.

3           1.16    **“LWDA”** means the California Labor and Workforce Development Agency.

4           1.17    **“Gross Settlement Amount”** means Six Million Four Hundred Fifty Thousand  
5 Dollars and Zero Cents (\$6,450,000.00), which is the non-reversionary amount that Defendant is  
6 obligated to pay under this Settlement Agreement in order to settle the Action, subject to the  
7 Court’s approval of the Settlement.

8           1.18    **“Net Settlement Amount”** means what remains of the Gross Settlement Amount  
9 after deductions are made for the Service Awards, the Class Counsel Fees Award, the Class  
10 Counsel Costs Award, the Settlement Administration Costs, and the PAGA Distribution Amount.  
11 Assuming the Service Awards are \$10,000 for each named Plaintiff (\$140,000 total), the Class  
12 Counsel Fees Award is \$2,128,500.00, the Class Counsel Costs Award is \$80,000, the Settlement  
13 Administration Costs are \$85,000, and the PAGA Distribution Amount is \$129,000.00, the Net  
14 Settlement Amount is estimated to be Three Million Eight Hundred Eighty-Seven Thousand Five  
15 Hundred Dollars and Zero Cents (\$3,887,500).

16           1.19    **“Notice of Objection”** means a written request by a Class Member to object to  
17 this Settlement, which must be completed and mailed to the Settlement Administrator in the  
18 manner set forth in this Settlement Agreement and the Notice of Settlement.

19           1.20    **“Notice of Settlement”** means the Notice of Pendency of a Class Action  
20 Settlement that will be mailed to Class Members to apprise them of this Settlement, which shall  
21 be substantially in the form attached hereto as **Exhibit A**.

22           1.21    **“PAGA”** means the Private Attorneys General Act of 2004, California Labor  
23 Code section 2698 *et seq.*

24           1.22    **“PAGA Affected Employees”** means all individuals employed by Target at one  
25 or more of its California distribution centers in the State of California in non-exempt positions at  
26 any time during the PAGA Period (as defined below).

27           1.23    **“PAGA Affected Employee Payment”** means the twenty-five percent (25%) of  
28 the PAGA Distribution Amount that shall be paid to PAGA Affected Employees. The PAGA

1 Affected Employee Payment shall be in the amount of Thirty-Two Thousand Two Hundred Fifty  
2 Dollars and Zero Cents (\$32,250.00). The PAGA Affected Employee Payment shall be  
3 distributed to PAGA Affected Employees on a proportional basis based on the number of pay  
4 periods each worked for Defendant in a non-exempt position at one or more Target distribution  
5 centers in California during the PAGA Period.

6 1.24 **“PAGA Claims”** means any and all claims, rights, demands, and liabilities of  
7 every nature and description, whether known or unknown, for civil penalties that were asserted or  
8 that could have been asserted based on the facts alleged in the Second Amended Consolidated  
9 Class Action and PAGA Complaint that arose during the PAGA Period, including, but not limited  
10 to, claims for civil penalties for alleged violations of California Labor Code sections 201-204,  
11 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7,  
12 246, 510, 512, 516, 558, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1,  
13 1197.5, 1198, and 2802, violations of California Code of Regulations, Title 8, Section 11000, et  
14 seq., and violations of the applicable IWC Wage Order(s), and by incorporation any and all of the  
15 alleged conduct included in the defined Class Claims. The release of PAGA claims will run  
16 through PAGA Period.

17 1.25 **“PAGA Distribution Amount”** means the portion of the Gross Settlement  
18 Amount that is allocated to resolve the PAGA Claims. The PAGA Distribution Amount shall be  
19 One Hundred Twenty-Nine Thousand Dollars and Zero Cents (\$129,000.00).

20 1.26 **“PAGA LWDA Payment”** means the seventy-five percent (75%) of the PAGA  
21 Distribution Amount that shall be paid to the LWDA. Assuming the Court approves a PAGA  
22 Distribution Amount of \$129,000, the PAGA LWDA Payment shall be Ninety-Six Thousand  
23 Seven Hundred Fifty Dollars and Zero Cents (\$96,750.00).

24 1.27 **“PAGA Period”** means the period from February 22, 2021, through and including  
25 December 10, 2023, or when the aggregate workweeks in the Class Period amount to 1,590,887,  
26 whichever occurs first.

27 1.28 **“Participating Class Members”** means all Class Members who do not submit a  
28 timely Request for Exclusion (*i.e.*, opt-out) of the Settlement.



1           1.29    **“Parties”** means Plaintiffs and Defendant and **“Party”** means either Plaintiffs or  
2 Defendant.

3           1.30    **“Plaintiffs”** means Gustavo Medina, Janira Perez, Sergio Garcia, Alicia Torres,  
4 Zachary Lomely, Angel Carter, Denise Cardenas, Brian Mena, Jimmy Perez, Emily Porcho,  
5 Sheemal Narayan, Juan Morales, Joaldi Gonzalez, and Martha Franco.

6           1.31    **“Preliminary Approval”** or **“Preliminary Approval Order”** means the Court’s  
7 entry of an order preliminarily approving this Settlement, which shall be substantially in the form  
8 attached hereto as **Exhibit B**.

9           1.32    **“Released Parties”** means: Defendant Target Corporation and its subsidiaries,  
10 affiliates, and/or parent companies; employee benefit plans sponsored or maintained by any of the  
11 foregoing; their attorneys, and their respective successors and predecessors in interest; all of their  
12 respective officers, directors, managers, employees, administrators, fiduciaries, trustees,  
13 beneficiaries, and agents; and each of their past, present, and future officers, directors,  
14 shareholders, managers, employees, agents, principals, heirs, representatives, accountants,  
15 auditors, consultants, insurers, and reinsurers.

16           1.33    **“Request for Exclusion”** means a written request by a Class Member to exclude  
17 himself/herself from the class action aspects of the Settlement, which must be completed and  
18 mailed in the manner set forth in this Settlement Agreement and the Notice of Settlement.

19           1.34    **“Response Deadline”** means the date sixty (60) calendar days after the Settlement  
20 Administrator mails the Notice of Settlement to Class Members and by which Class Members  
21 may postmark Requests for Exclusion or Notices of Objection to the Settlement.

22           1.35    **“Service Award”** means the amount the Court awards to each of the Plaintiffs for  
23 their efforts in litigating this case, obtaining the benefits of the Settlement, and providing a  
24 Complete and General Release to the Released Parties. Defendant will not oppose Plaintiffs’  
25 application for a Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00)  
26 each. The Service Awards shall be paid from the Gross Settlement Amount.

27           1.36    **“Settlement”** or **“Settlement Agreement”** means this Stipulation Regarding  
28 Class and Private Attorneys General Act Settlement and Release.

1           1.37    “**Settlement Administration Costs**” means the amount the Court awards the  
2 Settlement Administrator for administering this Settlement, which may not exceed Eighty-Five  
3 Thousand Dollars and Zero Cents (\$85,000.00). The Settlement Administration Costs shall be  
4 paid from the Gross Settlement Amount.

5           1.38    “**Settlement Administrator**” means Apex Class Action LLC.

6           1.39    “**Settlement Fund Account**” means the bank account established by the  
7 Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all  
8 monies payable under the terms of this Settlement shall be paid, as set forth herein.

9           1.40    “**Void Date**” means the date by which any checks issued to Class Members and  
10 PAGA Affected Employees shall become void and which shall be the 181st day after mailing.

11           1.41    “**1542 Waiver**” means an express waiver, to the fullest extent permitted by law, of  
12 the provisions, rights, and benefits of California Civil Code section 1542, which states: “A  
13 general release does not extend to claims that the creditor or releasing party does not know or  
14 suspect to exist in his or her favor at the time of executing the release and that, if known by him  
15 or her, would have materially affected his or her settlement with the debtor or released party.”

16    **2.    RECITALS.**

17           2.1    Procedural History.

18                   2.1.1    Class Actions.

19                           2.1.1.1           On February 23, 2022, Plaintiff Gustavo Medina filed a  
20 lawsuit against Defendant in the San Bernardino County Superior Court, Case No.  
21 CIVSB2204117. The Complaint alleged class action claims for: (1) failure to pay minimum  
22 wages; (2) failure to pay overtime wages; (3) failure to provide lawful meal periods; (4) failure to  
23 authorize and permit rest periods; (5) failure to timely pay final wages; (6) failure to provide  
24 accurate itemized wage statements; and (7) unfair competition in violation of California Business  
25 & Professions Code section 17200 *et seq.* On May 11, 2022, Defendant removed the *Medina*  
26 action to the United States District Court for the Central District of California, and the case was  
27 assigned Case No. 5:22-cv-00805-JGB (SHKx). On June 15, 2022, Plaintiff Medina filed a First  
28 Amended Complaint which added a second named plaintiff, Janira Perez.

1                                    2.1.1.2            On March 17, 2022, Plaintiff Alicia Torres filed a lawsuit  
2 against Defendant in the Sacramento County Superior Court, Case No. 34-2022-00316991. The  
3 Complaint alleged class action claims for: (1) unfair competition in violation of California  
4 Business & Professions Code section 17200 *et seq.*; (2) failure to pay minimum wages; (3) failure  
5 to pay overtime wages; (4) failure to provide lawful meal periods; (5) failure to authorize and  
6 permit rest periods; (6) failure to furnish accurate itemized wage statements; (7) failure to  
7 indemnify necessary business expenses; (8) waiting time penalties; (9) discrimination and  
8 retaliation; and (10) wrongful termination in violation of public policy. On June 10, 2022,  
9 Defendant removed the *Torres* action to the United States District Court for the Eastern District  
10 of California, and the case was assigned Case No. 2:22-cv-01017-KJN. Pursuant to stipulation, on  
11 July 21, 2022, the court transferred the *Torres* action to the United States District Court for the  
12 Central District of California, and the case was assigned Case No. 2:22-cv-05084-JGB (SHKx).

13                                    2.1.1.3            On September 28, 2022, Plaintiff Angel Carter filed a  
14 lawsuit against Defendant in the San Bernardino County Superior Court, Case No.  
15 CIVSB2221510. The Complaint alleged class action claims for: (1) unfair competition in  
16 violation of California Business & Professions Code section 17200 *et seq.*; (2) failure to pay  
17 minimum wages; (3) failure to pay overtime wages; (4) failure to provide lawful meal periods; (5)  
18 failure to authorize and permit rest periods; (6) failure to furnish accurate itemized wage  
19 statements; (7) failure to indemnify necessary business expenses; (8) waiting time penalties; and  
20 (9) failure to pay sick pay wages.

21                                    2.1.1.4            On September 30, 2022, Plaintiff Zachary Lomely filed a  
22 lawsuit against Defendant in the Kern County Superior Court, Case No. BCV-22-102580. The  
23 Complaint alleged class action claims for: (1) unfair competition in violation of California  
24 Business & Professions Code section 17200 *et seq.*; (2) failure to pay minimum wages; (3) failure  
25 to pay overtime wages; (4) failure to provide lawful meal periods; (5) failure to authorize and  
26 permit rest periods; (6) failure to furnish accurate itemized wage statements; (7) failure to  
27 indemnify necessary business expenses; (8) waiting time penalties; and (9) failure to pay sick pay  
28 wages. On November 30, 2022, Defendant removed the *Lomely* action to the United States

1 District Court for the Eastern District of California, and the case was assigned Case No. 1:22-cv-  
2 01541-ADA-CDB.

3 2.1.1.5 On December 27, 2022, the United States District Court for  
4 the Central District of California issued an order permitting the filing of a consolidated class  
5 action complaint, consolidating the pending *Medina* and *Torres* class actions, adding Plaintiffs  
6 Carter and Lomely, and staying the consolidated class action pending the Parties' mediation.  
7 Plaintiffs Medina, Janira Perez, Torres, Lomely, Carter, Cardenas, Mena, and Jimmy Perez filed  
8 the consolidated class action complaint in the United States District Court for the Central District  
9 of California on February 14, 2023.

10 2.1.1.6. On January 5, 2023, Plaintiff Joaldi Gonzalez filed a class  
11 action lawsuit against Defendant in the Kern County Superior Court, Case No. BCV-23-100057,  
12 alleging class action claims for: (1) meal period violations; (2) rest period violations; (3) wage  
13 statement violations; (4) waiting time penalties; and (5) unfair competition in violation of  
14 California Business & Professions Code section 17200 *et seq.*

15 2.1.1.7 On June 7, 2023, Plaintiffs filed a first amended  
16 consolidated class action complaint in the United States District Court for the Central District of  
17 California against Defendant, alleging: (1) unfair competition in violation of California Business  
18 & Professions Code section 17200 *et seq.*; (2) minimum wage violations; (3) overtime wage  
19 violations; (4) meal period violations; (5) rest period violations; (6) wage statement violations; (7)  
20 failure to reimburse necessary business expenses; (8) failure to provide wages when due; (9) sick  
21 pay violations; (10) discrimination and retaliation; and (11) wrongful termination in violation of  
22 public policy.

23 2.1.1.8 The separate class actions filed by Plaintiffs Lomely, Carter,  
24 and Gonzalez, were dismissed without prejudice on February 16, 2023, June 30, 2023, and June  
25 20, 2023, respectively.

## 26 2.1.2 PAGA Actions

27 2.1.2.1 On May 2, 2022, Plaintiff Medina filed a second, separate  
28 lawsuit against Defendant in the San Bernardino County Superior Court, Case No.

1 CIVSB2209126, alleging a single cause of action for civil penalties under PAGA. On June 17,  
2 2022, Plaintiff Medina filed an amended PAGA complaint to add Plaintiff Janira Perez as a  
3 named plaintiff.

4 2.1.2.2. On May 11, 2022, Plaintiff Torres filed a second, separate  
5 lawsuit against Defendant in the Sacramento County Superior Court, Case No. 34-2022-  
6 00319715, alleging a single cause of action for civil penalties under PAGA.

7 2.1.2.3 On January 9, 2023, the Court granted Defendant's  
8 unopposed petition to coordinate the *Medina* and *Torres* PAGA actions. The actions were  
9 coordinated in the San Bernardino County Superior Court and designated as Judicial Council  
10 Coordination Proceeding Case No. JCCP 5259.

11 2.2 **Discovery And Investigation.** In addition to the litigation outlined above, the  
12 Parties have diligently engaged in formal and informal discovery to investigate the Class Claims  
13 and PAGA Claims alleged in the Action. Specifically, Plaintiffs Medina and Janira Perez and  
14 Defendant participated in a Rule 26(f) meeting of counsel and filed a Joint Rule 26(f) Report.  
15 Plaintiffs Medina and Janira Perez and Defendant served their Initial Disclosures pursuant to  
16 Federal Rule of Civil Procedure 26. Plaintiffs Medina and Janira Perez served a Request for  
17 Production of Documents on Defendant, seeking 21 categories of documents, to which Defendant  
18 responded. Plaintiffs Medina and Janira Perez also served 21 interrogatories on Defendant, to  
19 which Defendant responded. Defendant served a Request for Production of Documents on both  
20 Plaintiffs Medina and Janira Perez, to which both plaintiffs responded. In addition, Defendant  
21 informally produced information regarding the number of current and former putative class  
22 members and allegedly-aggrieved employees, relevant policy documents, a sampling of more  
23 than 2,200 Class Members' timekeeping and payroll data, the number of workweeks worked by  
24 putative class members during the Class Period, and the number of pay periods worked by  
25 allegedly-aggrieved employees during the PAGA Period.

26 2.3 **Class Members' Claims.** Plaintiffs, on behalf of the Class Members, have  
27 claimed and continue to claim that the Class Claims alleged in the Action have merit and give rise  
28 to liability on the part of Defendant. This Settlement Agreement is a compromise of such disputed

1 Class Claims.

2 2.4 **PAGA Affected Employees' Claims.** Plaintiffs, on behalf of themselves, the State  
3 of California, and all PAGA Affected Employees, have claimed and continue to claim that the  
4 PAGA Claims alleged in the Action have merit and give rise to liability on the part of Defendant.  
5 This Settlement Agreement is a compromise of such disputed PAGA Claims.

6 2.5 **Defendant's Defenses – No Admission Of Liability.** Defendant has contended  
7 and continues to contend that the Class Claims and PAGA Claims have no merit and do not give  
8 rise to liability. Defendant specifically denies all of the allegations in the Action. Defendant  
9 further denies the allegations that Class Members and PAGA Affected Employees were harmed  
10 by the conduct alleged in the Action. This Settlement Agreement is a compromise of such  
11 disputed Class Claims and PAGA Claims. Nothing contained in this Settlement Agreement, no  
12 documents referred to herein, and no action taken to carry out this Settlement Agreement may be  
13 construed or used as an admission by or against Defendant or any of the Released Parties of any  
14 fault, wrongdoing, or liability whatsoever.

15 2.6 **Benefits Of Settlement To Class Members And PAGA Affected Employees.**  
16 Plaintiffs and Class Counsel recognize the expense and length of continued proceedings  
17 necessary to litigate their disputes through trial and any possible appeals. Plaintiffs have also  
18 considered the uncertainty and risk of the outcome of further litigation, as well as the difficulties  
19 and delays inherent in such litigation. Plaintiffs and Class Counsel are likewise aware of the  
20 burdens of proof necessary to establish liability for the Class Claims and PAGA Claims asserted  
21 in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties  
22 in establishing damages and penalties for Class Members, and entitlement to civil penalties on  
23 behalf of PAGA Affected Employees. Plaintiffs and Class Counsel have also considered  
24 Defendant's agreement to enter into a settlement that confers substantial relief upon Class  
25 Members and PAGA Affected Employees. Based on the foregoing, Plaintiffs and Class Counsel  
26 have determined that the Settlement set forth in this Settlement Agreement is a fair, reasonable,  
27 and adequate settlement and is in the best interests of Class Members and PAGA Affected  
28 Employees.

1           2.7    **Defendant’s Reasons For Settlement.** Defendant has concluded that any further  
2 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of  
3 Defendant’s time, energy, and resources have been and, unless this Settlement is made, will  
4 continue to be devoted to the defense of the Class Claims and PAGA Claims asserted by  
5 Plaintiffs on behalf of Class Members and PAGA Affected Employees. Defendant has also  
6 considered the risks of further litigation in reaching its decision to enter into this Settlement.  
7 Although Defendant strongly disputes Plaintiffs’ Class Claims and PAGA Claims and contends it  
8 is not liable for any of the Class Claims or PAGA Claims alleged by Plaintiffs in the Action,  
9 Defendant has nonetheless agreed to settle in the manner and upon the terms set forth in this  
10 Settlement Agreement to put to rest the Class Claims and PAGA Claims set forth in the Action  
11 and avoid further protracted litigation. Defendant agrees that the Settlement set forth in this  
12 Settlement Agreement is fair, reasonable, and adequate.

13           2.8    **Stay and Amendment.** As a material term of this Settlement, the Parties agree to:  
14 (a) stipulate to stay the consolidated class action pending in the United States District Court for  
15 the Central District of California (i.e., the Class Action) (b) stipulate to Plaintiffs’ filing of a  
16 Second Amended Consolidated Class Action and PAGA Complaint (“SAC”) in the Superior  
17 Court for the County of San Bernardino; and (c) seek approval of the Settlement in the Court.

18    **3.    SETTLEMENT TERMS.**

19           3.1    **Conditional Nature Of Stipulation For Certification.** Solely for the purposes of  
20 this Settlement, the Parties stipulate and agree to the certification of the Class Claims asserted in  
21 the Action on behalf of Class Members. Should for whatever reason the Settlement not become  
22 effective, the fact that the Parties were willing to stipulate to certification of the Class Claims  
23 asserted in the Action on behalf of the Class Members as part of the Settlement shall have no  
24 bearing on, and shall not be admissible in connection with, the issue of whether the Class Claims  
25 should be certified on behalf of the Class Members in a non-settlement context in the Action or in  
26 any other lawsuit. Defendant expressly reserves its right to oppose claim or class certification in  
27 the Action or any other action should this Settlement not become effective.

28    ////

1           3.2    **Appointment Of Class Representatives.** Solely for the purposes of this  
2 Settlement, the Parties stipulate and agree that Plaintiffs Gustavo Medina, Janira Perez, Sergio  
3 Garcia, Alicia Torres, Zachary Lomely, Angel Carter, Denise Cardenas, Brian Mena, Jimmy  
4 Perez, Emily Porcho, Sheemal Narayan, Juan Morales, Joaldi Gonzalez, and Martha Franco shall  
5 be appointed as representatives for the Class.

6           3.3    **Appointment Of Class Counsel.** Solely for the purposes of this Settlement, the  
7 Parties stipulate and agree that the law firms of Haines Law Group, APC, James Hawkins APLC,  
8 and Blumenthal Nordrehaug Bhowmik De Blouw LLP shall be appointed as Class Counsel for  
9 the Class.

10          3.4    **Appointment Of Settlement Administrator.** Solely for the purposes of this  
11 Settlement, the Parties stipulate and agree that Apex Class Action LLC shall be retained to serve  
12 as the Settlement Administrator. The Settlement Administrator shall be responsible for:  
13 establishing a toll-free telephone number; establishing a website which will have links to the  
14 Notice of Settlement, the Settlement Agreement, Judgment, and motions for approval of the  
15 Settlement and for attorneys' fees and costs; establishing a Post Office Box for receipt of Class  
16 Member communications; preparing, printing, and mailing the Notice of Settlement (in English  
17 and Spanish) to Class Members; receiving and reviewing Requests for Exclusion and/or Notices  
18 of Objections, if any, submitted by Class Members; providing weekly status reports to Defense  
19 Counsel and Class Counsel, which shall include the status of mailings to Class Members  
20 (including the total number of returned, undelivered, and re-mailed Notices of Settlement) and the  
21 total number of any responses, Notices of Objections, and Requests for Exclusion received from  
22 Class Members (including the total number of Notices of Objection and Requests for Exclusion  
23 that are deficient, late, or otherwise invalid); providing a due diligence declaration for submission  
24 to the Court prior to the Final Approval Hearing; mailing the Service Awards to Plaintiffs, the  
25 Class Counsel Fees Award and Class Counsel Costs Award to Class Counsel, the PAGA LWDA  
26 Payment to the LWDA, the PAGA Affected Employee Payments to PAGA Affected Employees,  
27 and the Class Member Payments to Participating Class Members; printing and providing  
28 Participating Class Members, PAGA Affected Employees, Plaintiffs, and Class Counsel with IRS



1 Form 1099 statements as required under applicable law; providing a due diligence declaration for  
2 submission to the Court upon the completion of the administration of the Settlement; and for such  
3 other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall  
4 keep the Parties timely apprised of the performance of all Settlement Administrator  
5 responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents  
6 required by administration of this Settlement Agreement shall be prepared by the Settlement  
7 Administrator. Any expenses incurred in connection with such preparation shall be a Settlement  
8 Administration Cost. The Parties agree to cooperate in the Settlement administration process and  
9 to make all reasonable efforts to control and minimize Settlement Administration Costs. The  
10 Parties each represent that they do not have any financial interest in the Settlement Administrator  
11 or otherwise have a relationship with the Settlement Administrator that could create a conflict of  
12 interest.

13           3.5    **Consideration.**

14           3.5.1   Gross Settlement Amount. Provided that the Court approves the Settlement  
15 and the Effective Date occurs, Defendant will pay the Gross Settlement Amount, which is the  
16 sum of Six Million Four Hundred Fifty Thousand Dollars and Zero Cents (\$6,450,000.00). The  
17 Gross Settlement Amount represents the gross monetary payment Defendant shall be required to  
18 make to or for the benefit of Plaintiffs, Participating Class Members, PAGA Affected Employees,  
19 and the State of California for the Settlement of the Action. The Gross Settlement Amount shall  
20 be used to pay the Service Awards, the Class Counsel Fees Award, the Class Counsel Costs  
21 Award, Settlement Administration Costs, the PAGA LWDA Payment, all PAGA Affected  
22 Employee Payments, and all Class Member Payments. The employer's share of payroll taxes on  
23 the wage component of the Class Member Payments shall not be paid from the Gross Settlement  
24 Amount, and Defendant will fund such taxes in addition to the Gross Settlement Amount.

25           3.5.1.1 Plaintiffs' Service Awards. In recognition of Plaintiffs' time and  
26 effort in prosecuting the Action on behalf of the Class, PAGA Affected Employees, and the State  
27 of California, and as consideration for their Complete and General Release to the Released  
28 Parties, Defendant agrees not to oppose Plaintiffs' application for Service Awards in the amount

1 of Ten Thousand Dollars and Zero Cents (\$10,000.00) each. The Service Awards are subject to  
2 the Court's approval and will be paid only from the Gross Settlement Amount. In the event that  
3 the Court awards less than the full amount requested for the Service Awards, the un-awarded  
4 amount will be added to the Net Settlement Amount. This Settlement is not contingent upon the  
5 Court awarding Plaintiffs any particular amount in a service award. Plaintiffs shall not have the  
6 right to object to or revoke this Settlement if the Court does not approve any or all of the  
7 requested Service Awards.

8                   3.5.1.2 Class Counsel Fees Award. In full satisfaction of all claims  
9 Plaintiffs may have for attorneys' fees arising out of the Action, Defendant agrees not to oppose  
10 Plaintiffs' application for a Class Counsel Fees Award not to exceed one-third of the Gross  
11 Settlement Amount (estimated to be Two Million One Hundred Twenty-Eight Thousand Five  
12 Hundred Dollars and Zero Cents (\$2,128,500)). Class Counsel agree that, regardless of lodestar,  
13 the Class Counsel Fees Award will be divided between Class Counsel as follows: fifty-one  
14 percent (51%) to James Hawkins APLC, thirty-four percent (34%) to Blumenthal Nordrehaug  
15 Bhowmik De Blouw LLP, and fifteen percent (15%) to Haines Law Group, APC. The Class  
16 Counsel Fees Award is not increased solely by reason of Class Counsel's agreement to divide the  
17 Class Counsel Fees Award. The Class Counsel Fees Award is subject to the Court's approval and  
18 will be paid only from the Gross Settlement Amount. In the event that the Court awards less than  
19 the full amount requested for the Class Counsel Fees Award, the un-awarded amount will be  
20 added to the Net Settlement Amount. This Settlement is not contingent upon the Court awarding  
21 Class Counsel any particular amount in attorneys' fees or any particular allocation of attorneys'  
22 fees. Neither Plaintiffs nor Class Counsel shall have the right to object to, revoke, or appeal this  
23 Settlement if the Court does not approve any or all of the requested Class Counsel Fees Award or  
24 approve any particular allocation of attorneys' fees between Class Counsel.

25                   3.5.1.3 Class Counsel Costs Award. In full satisfaction of all claims  
26 Plaintiffs may have for litigation costs and expenses arising out of the Action, Defendant agrees  
27 not to oppose Plaintiffs' application for a Class Counsel Costs Award not to exceed Eighty  
28 Thousand Dollars and Zero Cents (\$80,000.00). The Class Counsel Costs Award is subject to the

1 Court's approval and will be paid only from the Gross Settlement Amount. In the event that the  
2 Court awards less than the full amount requested for the Class Counsel Costs Award, the un-  
3 awarded amount will be added to the Net Settlement Amount. This Settlement is not contingent  
4 upon the Court awarding Class Counsel any particular amount in litigation costs and expenses.  
5 Plaintiffs shall not have the right to object to or revoke this Settlement if the Court does not  
6 approve any or all of the requested Class Counsel Costs Award.

7 3.5.1.4 Settlement Administration Costs. The Parties agree the Settlement  
8 Administrator shall be paid from the Gross Settlement Amount for third-party administration fees  
9 that are necessary to administer the Settlement up to maximum payment of Eighty-Five Thousand  
10 Dollars and Zero Cents (\$85,000.00). The Settlement Administration Costs to be paid to the  
11 Settlement Administrator are subject to the Court's approval and will be paid only from the Gross  
12 Settlement Amount. In the event that the Court awards less than the full amount set aside for  
13 Settlement Administration Costs, the un-awarded amount will be added to the Net Settlement  
14 Amount.

15 3.5.1.5 PAGA Distribution Amount. The Parties agree that One Hundred  
16 Twenty-Nine Thousand Dollars and Zero Cents (\$129,000.00) of the Gross Settlement Amount  
17 shall be allocated to resolve the PAGA Claims. The PAGA Distribution Amount shall be paid  
18 from the Gross Settlement Amount to resolve all claims for civil penalties under the PAGA for  
19 the PAGA Claims alleged in the Action. In the event the Court awards less than the full PAGA  
20 Distribution Amount, the un-awarded amount will be added to the Net Settlement Amount. The  
21 PAGA Distribution Amount shall be allocated as follows:

22 3.5.1.5.1 PAGA LWDA Payment. Seventy-five percent (75%)  
23 of the PAGA Distribution Amount approved by the Court shall be paid to the LWDA.

24 3.5.1.5.2 PAGA Affected Employee Payments. Twenty-five  
25 percent (25%) of the PAGA Distribution Amount approved by the Court shall be paid to PAGA  
26 Affected Employees. The PAGA Affected Employee Payments will be allocated 100% as  
27 penalties and interest and will be subject to IRS Form 1099 reporting.

28 ////

1                   3.5.1.6 Class Member Payments. Defendant shall pay each Participating  
2 Class Member a Class Member Payment. The Class Member Payments are made to resolve the  
3 Class Claims. The Class Member Payments shall be payable from the Gross Settlement Amount.  
4 Each Class Member Payment shall be calculated by dividing a Participating Class Member’s  
5 individual workweeks worked for Defendant in a non-exempt position at one or more distribution  
6 centers in California during the Class Period by the total of all Participating Class Members’  
7 workweeks worked for Defendant in a non-exempt position at one or more distribution centers in  
8 California during the Class Period (all according to Defendant’s business records) and  
9 multiplying this result by the Net Settlement Amount. The Class Member Payments will be  
10 allocated: 20% wages subject to deduction for employee-side employment taxes and  
11 withholdings, and IRS Form W-2 reporting; and 80% as penalties, interest, and reimbursement of  
12 expenses, and will be subject to IRS Form 1099 reporting.

13                   3.5.2 Released Class Claims. Upon the Effective Date and full funding of the  
14 Gross Settlement Amount, Plaintiffs – on behalf of themselves and Participating Class Members  
15 – fully and irrevocably release the Released Parties from the Class Claims, as defined in  
16 Paragraph 1.3, in exchange for the consideration provided by this Settlement Agreement  
17 (“Released Class Claims”). All Released Class Claims are released for the Class Period. Plaintiff  
18 and Participating Class Members may discover facts in addition to or different from those they  
19 now know or believe to be true with respect to the subject matter of the Released Class Claims  
20 but, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval  
21 Order and Judgment shall have, fully, finally, and forever settled and released any and all of the  
22 Released Class Claims. It is the intent of the Parties that the Final Approval Order and Judgment  
23 entered by the Court pursuant to this Agreement shall have full *res judicata* effect and be final  
24 and binding upon Participating Class Members regarding the Released Class Claims.

25                   3.5.3 Released PAGA Claims. Upon the Effective Date and full funding of the  
26 Gross Settlement Amount, Plaintiffs – on behalf of themselves, the State of California, and  
27 PAGA Affected Employees – fully and irrevocably release the Released Parties from the PAGA  
28 Claims, as defined in Paragraph 1.24, in exchange for the consideration provided by this

1 Settlement Agreement (“Released PAGA Claims”). All Released PAGA Claims are released for  
2 the PAGA Period. Plaintiffs, the State of California, and PAGA Affected Employees may  
3 discover facts in addition to or different from those they now know or believe to be true with  
4 respect to the subject matter of the Released PAGA Claims, but upon the Effective Date, shall be  
5 deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully,  
6 finally, and forever settled and released any and all of the Released PAGA Claims. It is the intent  
7 of the Parties that the Final Approval Order and Judgment entered by the Court shall have full *res*  
8 *judicata* effect and be final and binding upon the State of California and PAGA Affected  
9 Employees regarding the Released PAGA Claims.

10           3.5.4 Plaintiffs’ Complete And General Release. In consideration for the  
11 promises and payments set forth in this Settlement Agreement and upon full funding of the Gross  
12 Settlement Amount, to which Plaintiffs are otherwise not entitled, Plaintiffs agree to completely,  
13 irrevocably, unconditionally, and generally release the Released Parties from any and all charges,  
14 complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises,  
15 damages, and liabilities of any kind or nature whatsoever, both at law and equity, known or  
16 unknown, suspected or unsuspected, arising from conduct occurring on or before the date of  
17 Plaintiffs’ execution of this Settlement Agreement, related to the Plaintiffs’ employment with  
18 Defendant and/or the Action, including but not limited to any rights or claims arising under the  
19 California Constitution; the California Labor Code; the California Business & Professions Code;  
20 the California Code of Regulations; the California Fair Employment and Housing Act; the Fair  
21 Labor Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities  
22 Act; federal and state family leave statutes; and any and all other federal, state, and local laws,  
23 statutes, executive orders, regulations, and common law, including contract, employment, and tort  
24 law. This Complete and General Release includes a 1542 Waiver. Plaintiffs may discover facts in  
25 addition to or different from those they now know or believe to be true with respect to the subject  
26 matter of the Complete and General Release, but upon the Effective Date, shall be deemed to  
27 have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and  
28 forever settled and released any and all of the claims covered by the Complete and General

1 Release accruing through the date(s) Plaintiffs sign the Settlement Agreement. Plaintiffs agree  
2 and understand that Defendant and Plaintiffs have had a bona fide dispute regarding, inter alia,  
3 wages owed.

4 3.6 **Settlement Administration Procedures.**

5 3.6.1 Settlement Approval And Implementation Procedures. As part of this  
6 Settlement, the Parties agree to the following procedures for obtaining the Court's Preliminary  
7 Approval of the Settlement, notifying Class Members of the Settlement, obtaining the Court's  
8 Final Approval of the Settlement, and disbursing payments under the Settlement.

9 3.6.2 Preliminary Approval And Certification. As soon as practicable after  
10 execution of this Settlement Agreement and the filing of the SAC, Plaintiffs will submit this  
11 Settlement Agreement to the Court for Preliminary Approval. Plaintiffs' submission will include  
12 this Settlement Agreement, including **Exhibits A-D**, and any motions, memoranda, and evidence  
13 as may be necessary for the Court to determine that this Settlement Agreement is fair, reasonable,  
14 and adequate for purposes of Preliminary Approval. Defendant agrees not to oppose Plaintiffs'  
15 motion for a Preliminary Approval Order unless the motion is inconsistent with the terms set forth  
16 in this Settlement Agreement.

17 3.6.3 LWDA Notice. Pursuant to California Labor Code section 2699(*I*), Class  
18 Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the  
19 filing of the motion for Preliminary Approval. Class Counsel will also file a declaration in  
20 support of the motion for Preliminary Approval confirming that they have submitted the  
21 Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(*I*).  
22 The Parties intend to and believe that the notice pursuant to the procedures described in this  
23 paragraph comply with the requirements of PAGA, and the Parties will request that the Court  
24 adjudicate the validity of the notice to the LWDA in the motion for final approval of the  
25 Settlement.

26 3.6.4 Employee List. No more than fifteen (15) calendar days after entry of the  
27 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the  
28 Employee List for purposes of mailing the Notice of Settlement to Class Members. Because

1 employees' sensitive personal information is included in the Employee List, the Settlement  
2 Administrator shall maintain the Employee List securely in accordance with the Information  
3 Security and Services Agreement attached hereto as **Exhibit D**. Access to such Employee List  
4 shall be limited to employees of the Settlement Administrator with a need to use the Employee  
5 List for administration of the Settlement.

6 3.6.5 Notice By First Class U.S. Mail. Upon receipt of the Employee List, the  
7 Settlement Administrator will conduct a national change of address search and a skip trace for the  
8 most current address of all former employee Class Members and will update such former  
9 employees' addresses as necessary. Twenty-one (21) calendar days after receipt of the Employee  
10 List, the Settlement Administrator shall mail the Notice of Settlement to all Class Members by  
11 First Class U.S. Mail. The address identified by the Settlement Administrator as the current  
12 mailing address shall be presumed to be the best mailing address for each Class Member.

13 3.6.6 Undeliverable Notices. Any Notice of Settlement returned to the  
14 Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address affixed  
15 thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable  
16 efforts to obtain an updated mailing address. If an updated address is identified, the Settlement  
17 Administrator shall re-mail the Notice of Settlement to the Class Member within seven (7)  
18 calendar days of the date of the return of the Notice of Settlement. The re-mailing of a Class  
19 Member's Notice of Settlement shall not extend the Response Deadline for that Class Member. If,  
20 for any reason, a Class Member's individual Notice of Settlement is returned as non-deliverable,  
21 no valid forwarding address is provided, and the Settlement Administrator is unable to locate a  
22 valid address before settlement checks are mailed, the Settlement Administrator will not mail  
23 such individual's Class Member Payment or PAGA Affected Employee Payment, if any. If,  
24 however, a Class Member provides a valid mailing address at least thirty (30) calendar days  
25 before the Void Date, the Settlement Administrator shall mail that Class Member's settlement  
26 check to the address provided. Any such mailing shall not extend the Void Date. If no valid  
27 address is provided, the Settlement Administrator will hold the monies associated with any  
28 undeliverable payment(s) until the Void Date, at which time the funds shall be delivered to Legal

1 Aid at Work, pursuant to Paragraph 3.7.9.

2           3.6.7 Notice Satisfies Due Process. Compliance with the notice procedures  
3 specified in this Settlement Agreement shall constitute due and sufficient notice to Class  
4 Members of this Settlement and shall satisfy the requirements of due process. Nothing else shall  
5 be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Settlement  
6 Administrator to provide notice of the proposed Settlement. In the event the procedures in this  
7 Settlement Agreement are followed and the intended recipient of a Notice of Settlement still does  
8 not receive the Notice of Settlement, the intended recipient shall remain a Participating Class  
9 Member and will be bound, upon the Effective Date, by all terms of the Settlement and any Final  
10 Approval Order and Judgment entered by the Court.

11           3.6.8 Requests For Exclusion.

12           3.6.8.1 Class Members' Requests For Exclusion. The Notice of Settlement  
13 shall state that Class Members who wish to exclude themselves from the class action aspects of  
14 the Settlement must submit a written Request for Exclusion to the Settlement Administrator by  
15 the Response Deadline. To be valid, the Request for Exclusion must: (a) contain the full name,  
16 address, and last four digits of the social security number of the person requesting exclusion; (b)  
17 be signed by the person requesting exclusion; and (c) state in substance: "I wish to exclude  
18 myself from the Settlement in the *Target Wage and Hour Cases*, Superior Court of California,  
19 County of San Bernardino, Case No. JCCP 5259." If the Request for Exclusion does not contain  
20 the information listed in (a)-(c) or is not postmarked by the Response Deadline and returned to  
21 the Settlement Administrator at the specified address, it will not be deemed a timely and valid  
22 Request for Exclusion. The date of the postmark on the return mailing envelope shall be the  
23 exclusive means used to determine whether a Request for Exclusion has been timely submitted.  
24 Any Class Member who submits a timely and valid Request for Exclusion will not be entitled to a  
25 Class Member Payment and will not be bound by the release of the Released Class Claims. Any  
26 Class Member who submits a timely and valid Request for Exclusion will not have any right to  
27 object to, appeal, or comment on the Settlement. Class Members who do not submit a timely and  
28 valid Request for Exclusion on or before the Response Deadline shall be deemed Participating



1 Class Members and will be bound by all terms of the Settlement and the Final Approval Order  
2 and Judgment entered in this Action. The Parties agree there is no statutory or other right for any  
3 PAGA Affected Employee to opt out or otherwise exclude himself or herself from the PAGA  
4 portion of the Settlement. Under no circumstances will a Class Member who has submitted a  
5 timely and valid Request for Exclusion be considered to have opted out of the PAGA Distribution  
6 Amount portion of the Settlement or the Released PAGA Claims.

7                   3.6.8.2 Report of Requests For Exclusion. No later than fourteen (14)  
8 calendar days after the Response Deadline, the Settlement Administrator shall provide:  
9 (a) Defense Counsel with a complete list of all Class Members who have submitted timely and  
10 valid Requests for Exclusion, including their name and social security number; and (b) Class  
11 Counsel with a summary report that includes only the number of Requests for Exclusion received  
12 by the Settlement Administrator from Class Members.

13                   3.6.9 Notices of Objections. Class Members shall be given an opportunity to  
14 object to the settlement of the Class Claims by submitting a Notice of Objection. The Notice of  
15 Settlement shall state that Class Members who wish to object to the Settlement must submit a  
16 written Notice of Objection to the Settlement Administrator by the Response Deadline. To be  
17 valid, the Notice of Objection must: (a) contain the full name, address and last four digits of the  
18 social security number of the Class Member; (b) state the case name and number, *Target Wage*  
19 *and Hour Cases*, Superior Court of California, County of San Bernardino, Case No. JCCP 5259;  
20 the basis for the objection; and whether the Class Member intends to appear at the Final Approval  
21 Hearing; and (c) be signed by the Class Member. If the Notice of Objection does not contain the  
22 information listed in (a)-(c) or is not mailed to the Settlement Administrator by the Response  
23 Deadline, it will not be deemed a timely and valid Notice of Objection to this Settlement. The  
24 date of the postmark on the service mailing envelope for the Settlement Administrator shall be the  
25 exclusive means used to determine whether a Notice of Objection has been timely submitted to  
26 the Settlement Administrator. Class Members will have a right to appear at the Final Approval  
27 Hearing to have their objections heard by the Court.

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1                   3.6.10 No Solicitation Of Exclusions Or Objections. The Parties agree to use their  
2 best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their  
3 counsel seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion  
4 from, or a Notice of Objection to, the Settlement or to appeal from the Court’s Final Approval  
5 Order and Judgment, including through the use of social media or electronic advertisement. Class  
6 Counsel shall not represent Class Members with respect to any objections or appeals to this  
7 Settlement.

8                   3.6.11 Settlement Administrator Declaration In Support Of Final Approval. No  
9 fewer than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator  
10 shall provide the Parties with a statement detailing the actions taken by the Settlement  
11 Administrator to administer the Settlement to date, along with all incurred and anticipated  
12 Settlement Administration Costs.

13                   3.6.12 Final Approval Hearing. No later than thirty (30) calendar days after the  
14 Response Deadline, Plaintiffs shall submit the motion for final approval of this Settlement to the  
15 Court. The Court shall hold the Final Approval Hearing where objections, if any, may be heard  
16 and the Court shall determine whether the Settlement should be finally approved and, if so, the  
17 amounts payable for: (a) Plaintiffs’ Service Awards; (b) the Class Counsel Fees Award; (c) the  
18 Class Counsel Costs Award; (d) the Settlement Administration Costs; (e) the PAGA LWDA  
19 Payment; (f) the PAGA Affected Employee Payments; and (g) the Class Member Payments.

20                   3.6.13 Entry Of Final Approval Order and Judgment. If the Court approves this  
21 Settlement at or after the Final Approval Hearing, the Parties shall request that the Court enter a  
22 Final Approval Order and Judgment, substantially in the form of **Exhibit C**. After issuing the  
23 Final Approval Order and Judgment, the Court shall retain jurisdiction over the Parties to enforce  
24 and implement the terms of the Final Approval Order and Judgment.

25                   3.7.14 Dismissal of the Class Action. Within seven (7) days of the Effective Date,  
26 the Parties shall file a stipulation to dismiss the Class Action without prejudice.

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1           3.7    **Funding And Allocation Of Settlement.**

2                   3.7.1   Settlement Accounting. Prior to the Effective Date, the Settlement  
3 Administrator will provide the Parties with an accounting of all anticipated payments from the  
4 Settlement Fund Account as specified in this Settlement Agreement and approved by the Court,  
5 including: (a) Plaintiffs' Service Award; (b) the Class Counsel Fees Award; (c) the Class Counsel  
6 Costs Award; (d) the Settlement Administration Costs; (e) the PAGA LWDA Payment; (f) the  
7 PAGA Affected Employee Payments; and (g) the Class Member Payments. Prior to the Effective  
8 Date, the Settlement Administrator will also provide the Parties with the amount of employer-side  
9 taxes on the wage component of the Class Member Payments.

10                   3.7.2   Funding The Settlement. Within fourteen (14) calendar days after the  
11 Effective Date, Defendant shall fund the Settlement by providing the Gross Settlement Amount to  
12 the Settlement Administrator. The Settlement Administrator shall deposit the funds in the  
13 Settlement Fund Account and will disburse the funds in the manner and at the times set forth in  
14 this Settlement Agreement.

15                   3.7.3   Payment of Service Awards. Within fourteen (14) calendar days following  
16 the funding of the Gross Settlement Amount, the Settlement Administrator shall distribute from  
17 the Settlement Fund Account the Service Awards to Plaintiffs. The Settlement Administrator shall  
18 issue an IRS Form 1099 to Plaintiffs for their Service Awards. Plaintiffs shall be solely and  
19 legally responsible for paying any and all applicable taxes on their respective Service Awards and  
20 shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as  
21 a result of the Service Awards. The Service Awards shall be in addition to Plaintiffs': (a) Class  
22 Member Payment which they shall receive as a Participating Class Member; and (b) PAGA  
23 Affected Employee Payment which they shall receive as a PAGA Affected Employee.

24                   3.7.4   Payment of Class Counsel Fees Award And Class Counsel Costs Award.  
25 Within fourteen (14) calendar days following the funding of the Gross Settlement Amount, the  
26 Settlement Administrator shall distribute from the Settlement Fund Account the Class Counsel  
27 Fees Award and Class Counsel Costs Award to Class Counsel. The Settlement Administrator  
28 shall issue an IRS Form 1099 to each Class Counsel for the payments made pursuant to this

1 paragraph. Neither Class Counsel nor any other current or past counsel for Plaintiffs shall be  
2 permitted to petition the Court for, or to accept, any additional payments for attorneys' fees, costs,  
3 interest, or any other amount from Defendant except as specified above. Defendant's payment of  
4 the Class Counsel Fees Award and Class Counsel Costs Award shall constitute full satisfaction of  
5 the obligation to pay any amounts to any person, attorney, or law firm, including but not limited  
6 to attorneys' fees, expenses, or costs in the Action incurred by any other attorney or law firm  
7 which any of them may claim to have incurred on behalf of Plaintiffs, Class Members, the State  
8 of California, and/or PAGA Affected Employees. The Parties further agree that the Class Counsel  
9 Fees Award and Class Counsel Costs Award shall be for all attorneys' fees, expenses, and costs,  
10 present and future, incurred in the Action by all attorneys working on behalf of the Plaintiffs,  
11 Class Members, the State of California, and/or PAGA Affected Employees.

12           3.7.5 Payment of Settlement Administration Costs. Within fourteen (14) calendar  
13 days following the funding of the Gross Settlement Amount, the Settlement Administrator shall  
14 pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

15           3.7.6 Payment of PAGA LWDA Payment. Within fourteen (14) calendar days  
16 following the funding of the Gross Settlement Amount, the Settlement Administrator shall issue  
17 from the Settlement Fund Account a check payable to the LWDA for the PAGA LWDA Payment  
18 (*i.e.*, the LWDA's seventy-five percent (75%) share of the PAGA Distribution Amount).

19           3.7.7 Payment of PAGA Affected Employee Payments. Within fourteen (14)  
20 calendar days following the funding of the Gross Settlement Amount, the Settlement  
21 Administrator shall distribute from the Settlement Fund Account to PAGA Affected Employees  
22 their portion of the collective twenty-five percent (25%) share of the PAGA Distribution Amount.  
23 One hundred percent (100%) of each PAGA Affected Employee Payment shall be allocated to  
24 miscellaneous income for which an IRS Form 1099 will issue, if required by law. The Parties  
25 make no representations as to the tax treatment or legal effect of the PAGA Affected Employee  
26 Payments, and PAGA Affected Employees are not relying on any statement or representation by  
27 the Parties in this regard. PAGA Affected Employees will be solely responsible for the payment  
28 of any taxes and penalties assessed on the PAGA Affected Employee Payments.

1           3.7.8 Payment of Class Member Payments. Within fourteen (14) calendar days  
2 following the funding of the Gross Settlement Amount, the Settlement Administrator shall  
3 distribute from the Settlement Fund Account the Class Member Payments to Participating Class  
4 Members. Eighty percent (80%) of each Class Member Payment shall be allocated as penalties,  
5 interest, and reimbursement of expenses, for which an IRS Form 1099 will issue, if required by  
6 law. Twenty percent (20%) of each Class Member Payment shall be allocated as wages subject to  
7 standard employee-side tax deductions and withholdings, for which an IRS Form W-2 will issue.  
8 Defendant shall be solely responsible for the payment of the employer's share of payroll taxes on  
9 all portions of Class Member Payments allocated as wages, which shall be paid separate and apart  
10 from, and in addition to, the Gross Settlement Amount. The Parties make no representations as to  
11 the tax treatment or legal effect of the Class Member Payments, and Participating Class Members  
12 are not relying on any statement or representation by the Parties in this regard.

13           3.7.9 Void Date for Uncashed Checks. Any checks issued to Participating Class  
14 Members or PAGA Affected Employees shall remain valid and negotiable for one hundred and  
15 eighty (180) calendar days from the date of their issuance and then shall become void on the  
16 181st day after mailing, *i.e.*, the Void Date. The Parties agree that any unclaimed funds in the  
17 Settlement Fund Account as a result of the failure to cash Class Member Payment checks and  
18 PAGA Affected Employee Payment checks by the Void Date shall be transmitted by the  
19 Settlement Administrator within fourteen (14) calendar days of the Void Date to Legal aid at  
20 Work.

21           3.8 **Miscellaneous.**

22           3.8.1 No Pending Or Future Lawsuits By Plaintiffs. Other than the Action,  
23 Plaintiffs represent that they do not have any pending lawsuits, administrative complaints, or  
24 charges against Defendant or any of the Released Parties in any local, state, or federal court or  
25 administrative agency. Plaintiffs further acknowledge that all claims raised therein, if any, shall  
26 be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Final  
27 Approval Order and Judgment (except for any claims that cannot, as a matter of law, be  
28 extinguished by this Settlement).

1                   3.8.2 No Effect On Employee Benefits. Amounts paid to Plaintiffs, Participating  
2 Class Members, and PAGA Affected Employees pursuant to this Settlement Agreement do not  
3 count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement  
4 plans) sponsored by Defendant.

5                   3.8.3 Nullification Of Settlement Agreement. In the event: (a) the Court does not  
6 enter the Preliminary Approval Order as provided herein; (b) the Court does not enter a Final  
7 Approval Order and Judgment as provided herein; or (c) the Settlement does not become final for  
8 any other reason, this Settlement Agreement shall be null and void and any order entered by the  
9 Court in furtherance of this Settlement shall be treated as void from the beginning. In such case,  
10 any funds to be awarded under this Settlement shall be returned to their respective statuses as of  
11 the date and time immediately prior to the execution of this Settlement Agreement and the Parties  
12 shall proceed in all respects as if this Settlement Agreement had not been executed, except that  
13 any Settlement Administration Costs already incurred by the Settlement Administrator shall be  
14 paid by the Parties in equal shares. In the event an appeal is filed from the Court's Final Approval  
15 Order and Judgment or from an order denying any motion to intervene, or any other appellate  
16 review is sought, the administration of the Settlement shall be stayed pending final resolution of  
17 the appeal and Defendant will not be required to fund this Settlement until and unless the  
18 Effective Date is reached.

19                   3.8.4 Exhibits. The terms of this Settlement Agreement include the terms set  
20 forth in the attached **Exhibits A-D**, which are incorporated by this reference as though fully set  
21 forth herein. All **Exhibits A-D** to this Settlement Agreement are an integral part of the  
22 Settlement.

23                   3.8.5 Headings. The descriptive headings of any paragraphs or sections of this  
24 Settlement Agreement are inserted for convenience only and do not constitute a part of this  
25 Settlement Agreement.

26                   3.8.6 Interim Stay Of Proceedings. The Parties agree to stay all proceedings in  
27 the Action, except such proceedings necessary to implement and complete the Settlement,  
28 pending the Final Approval Hearing to be conducted by the Court.

1           3.8.7 Amendment Or Modification. This Settlement Agreement may be amended  
2 or modified only by a written instrument signed by all Parties or their successors-in-interest.

3           3.8.8 Entire Agreement. This Settlement Agreement and the attached **Exhibits**  
4 **A-D** constitute the entire agreement among the Parties, and no oral or written representations,  
5 warranties, or inducements have been made to any Party concerning this Settlement Agreement or  
6 its **Exhibits A-D** other than the representations, warranties, and covenants contained and  
7 memorialized in the Settlement Agreement and its **Exhibits A-D**.

8           3.8.9 Authorization To Enter Into Settlement Agreement. The person signing this  
9 Settlement Agreement on behalf of Defendant represents and warrants that she or he is authorized  
10 to sign this Settlement Agreement on behalf of Defendant. Plaintiffs represent and warrant that  
11 they are authorized to sign this Settlement Agreement and that they have not assigned any claim  
12 covered by this Settlement to a third party. The Parties and their counsel agree to cooperate with  
13 each other fully and to use their best efforts to affect the implementation of the Settlement. Such  
14 cooperation includes, but is not limited to, execution of such other documents and the taking of  
15 such other actions as may be reasonably necessary to fulfill the terms of this Settlement. In the  
16 event the Parties are unable to reach agreement on the form or content of any document needed to  
17 implement the Settlement or on any supplemental provisions that may become necessary to  
18 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve  
19 such disagreement.

20           3.8.10 Binding On Successors And Assigns. This Settlement Agreement shall be  
21 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as  
22 previously defined.

23           3.8.11 California Law Governs. All terms of this Settlement Agreement and the  
24 **Exhibits A-D** hereto shall be governed by and interpreted according to the laws of the State of  
25 California.

26           3.8.12 This Settlement Is Fair, Reasonable, And Adequate. The Parties believe  
27 this Settlement is a fair, reasonable, and adequate settlement of the Action and have arrived at this  
28 Settlement after lengthy, extensive arms-length negotiations, taking into account all relevant

1 factors, present and potential. This Settlement Agreement shall not be construed in favor of or  
2 against any of the Parties by reason of their participation in the drafting of this Settlement  
3 Agreement.

4 3.8.13 Publicity. Plaintiffs and Class Counsel agree that they will not issue any  
5 press releases, initiate any contact with the press, respond to any inquiry from the press about this  
6 case, or otherwise publicize the Action, the facts of the Action, or the outcome of the Settlement.  
7 Plaintiffs and Class Counsel also agree not to publish the terms of the Settlement or any related  
8 information on their website(s), for advertising purposes, and/or in publication materials generally  
9 available to the public. This provision shall not prevent Class Counsel from referring to this  
10 Settlement in court-filed “adequacy of counsel” showings in other class and representative  
11 actions.

12 3.8.14 Notices. Unless otherwise specifically provided, all notices, demands or  
13 other communications in connection with this Settlement Agreement shall be: (a) in writing;  
14 (b) deemed given on the third business day after mailing; and (c) sent via United States registered  
15 or certified mail, return receipt requested, addressed as follows:

16 **TO PLAINTIFFS:**

17 BLUMENTHAL NORDREHAUG  
18 BHOWMIK DE BLOUW LLP  
19 Norman Blumenthal  
20 norm@bamlawca.com  
21 Kyle Nordrehaug  
22 Kyle@bamlawca.com  
23 2255 Calle Clara  
24 La Jolla, CA 92037

25 Paul K. Haines  
26 phaines@haineslawgroup.com  
27 Fletcher W. Schmidt  
28 fschmidt@haineslawgroup.com  
Matthew K. Moen  
mmoen@haineslawgroup.com  
Haines Law Group, APC  
2155 Campus Drive, Suite 180  
El Segundo, California 90245

**TO DEFENDANT:**

DLA Piper LLP (US)  
Julie Dunne  
julie.dunne@us.dlapiper.com  
Matthew Riley  
matthew.riley@us.dlapiper.com  
4365 Executive Drive, Suite 1100  
San Diego, California 92121-2133




<p>1 JAMES HAWKINS APLC  James R. Hawkins  2 james@jameshawkinsaplc.com  Christina M. Lucio  3 christina@jameshawkinsaplc.com  Mitchell J. Murray  4 mitchell@jameshawkinaplc.com  5 9880 Research Dr., Suite 200  Irvine, California 92618</p>	
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7 3.8.15 Execution By Class Members. It is agreed that it is impossible or  
8 impractical to have each Class Member execute this Settlement Agreement. The Notice of  
9 Settlement will therefore advise all Class Members of the binding nature of the Settlement and the  
10 Released Class Claims, which release shall have the same force and effect as if each Class  
11 Member executed this Settlement Agreement individually (excepting only those Class Members  
12 from the Class Member Payment who return a timely and valid Request for Exclusion).

13 3.8.16 Counterparts. This Settlement Agreement shall become effective upon its  
14 execution by all of the undersigned. Plaintiffs, Class Counsel, and Defendant may execute this  
15 Settlement Agreement in counterparts, which shall have the same force and effect as if each had  
16 signed the same instrument. Copies of the executed settlement agreement shall be effective for all  
17 purpose as though the signatures contained therein were original signatures. Electronic signature  
18 (e.g., Docu-signed signatures) shall be permitted to execute this Settlement Agreement.

19 Dated: 04/03/24  
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By:  
  
Gustavo Medina (Apr 3, 2024 16:28 PDT)  
\_\_\_\_\_  
GUSTAVO MEDINA  
PLAINTIFF

24 Dated: 04/09/24  
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By:  
  
Janira Perez (Apr 9, 2024 13:02 PDT)  
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JANIRA PEREZ  
PLAINTIFF

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Dated: 04/03/24 \_\_\_\_\_

By:

  
\_\_\_\_\_  
Sergio Garcia (Apr 3, 2024 17:28 PDT)  
SERGIO GARCIA  
PLAINTIFF

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
ALICIA TORRES  
PLAINTIFF

Dated: \_\_\_\_\_

By:

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ZACHARY LOMELY  
PLAINTIFF

Dated: \_\_\_\_\_

By:

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ANGEL CARTER  
PLAINTIFF

Dated: \_\_\_\_\_

By:

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DENISE CARDENAS  
PLAINTIFF

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Dated: \_\_\_\_\_

By:

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SERGIO GARCIA  
PLAINTIFF

Dated: Apr 10, 2024

By:

*Alicia Torres*  
Alicia Torres (Apr 10, 2024 18:25 PDT)

\_\_\_\_\_  
ALICIA TORRES  
PLAINTIFF

Dated: Apr 5, 2024

By:

*Zach Lomely*  
Zach Lomely (Apr 5, 2024 10:58 PDT)

\_\_\_\_\_  
ZACHARY LOMELY  
PLAINTIFF

Dated: Mar 29, 2024

By:

*Angel Carter*  
Angel Carter (Mar 29, 2024 16:14 PDT)

\_\_\_\_\_  
ANGEL CARTER  
PLAINTIFF

Dated: Apr 1, 2024

By:

*Denise Cardenas*  
Denise Cardenas (Apr 1, 2024 11:54 PDT)

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DENISE CARDENAS  
PLAINTIFF

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Dated: Mar 29, 2024

By:

  
Brian Mena (Mar 29, 2024 17:49 PDT)

BRIAN MENA  
PLAINTIFF

Dated: Apr 5, 2024

By:

  
Jimmy Perez Jr (Apr 5, 2024 09:19 PDT)

JIMMY PEREZ  
PLAINTIFF

Dated: Mar 29, 2024

By:

  
Emily Porcho (Mar 29, 2024 17:57 MDT)

EMILY PORCHO  
PLAINTIFF

Dated: \_\_\_\_\_

By:

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SHEEMAL NARAYAN  
PLAINTIFF

Dated: Apr 1, 2024

By:

  
Juan Morales (Apr 1, 2024 09:57 PDT)

JUAN MORALES  
PLAINTIFF

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BRIAN MENA  
PLAINTIFF

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JIMMY PEREZ  
PLAINTIFF

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EMILY PORCHO  
PLAINTIFF

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By:

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Sheemal Narayan (Apr 1, 2024 11:49 PDT)

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SHEEMAL NARAYAN  
PLAINTIFF

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JUAN MORALES  
PLAINTIFF

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Joaldi Gonzalez (Apr 15, 2024 21:11 PDT)

JOALDI GONZALEZ  
PLAINTIFF

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By:

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MARTHA FRANCO  
PLAINTIFF

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DEFENDANT TARGET CORPORATION

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By:

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Name:  
Title:

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BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP

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By:

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\_\_\_\_\_  
KYLE R. NORDREHAUG  
Attorney for Plaintiffs

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23 Dated: \_\_\_\_\_

JAMES HAWKINS APLC

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By:

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JAMES R. HAWKINS  
CHRISTINA M. LUCIO  
Attorney for Plaintiffs

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1 Dated: \_\_\_\_\_

By:

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JOALDI GONZALEZ  
PLAINTIFF

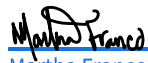
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By:

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Martha Franco (Apr 9, 2024 15:03 PDT)

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MARTHA FRANCO  
PLAINTIFF

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DEFENDANT TARGET CORPORATION

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By:

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Name:  
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BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP

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By:

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KYLE R. NORDREHAUG  
Attorney for Plaintiffs

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23 Dated: \_\_\_\_\_

JAMES HAWKINS APLC

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By:

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\_\_\_\_\_  
JAMES R. HAWKINS  
CHRISTINA M. LUCIO  
Attorney for Plaintiffs

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By:

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JOALDI GONZALEZ  
PLAINTIFF

6 Dated: \_\_\_\_\_

By:

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MARTHA FRANCO  
PLAINTIFF

10 Dated: April 4, 2024

DEFENDANT TARGET CORPORATION

By:

*Sandra Schlafge*

Name: *Sandra Schlafge*  
Title: *Senior Director and Assistant  
General Counsel*

16 Dated: \_\_\_\_\_

BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP

By:

\_\_\_\_\_  
KYLE R. NORDREHAUG  
Attorney for Plaintiffs

23 Dated: \_\_\_\_\_

JAMES HAWKINS APLC

By:

\_\_\_\_\_  
JAMES R. HAWKINS  
CHRISTINA M. LUCIO  
Attorney for Plaintiffs

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JOALDI GONZALEZ  
PLAINTIFF

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MARTHA FRANCO  
PLAINTIFF

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DEFENDANT TARGET CORPORATION

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BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP

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\_\_\_\_\_  
Kyle Nordrehaug  
Attorney for Plaintiffs

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JAMES HAWKINS APLC

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By:

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JAMES R. HAWKINS  
CHRISTINA M. LUCIO  
Attorney for Plaintiffs

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JOALDI GONZALEZ  
PLAINTIFF

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By:

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MARTHA FRANCO  
PLAINTIFF

Dated: \_\_\_\_\_

DEFENDANT TARGET CORPORATION

By:

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Name:  
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Dated: \_\_\_\_\_

BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP


By:

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KYLE R. NORDREHAUG  
Attorney for Plaintiffs

Dated: 04/09/2024

JAMES HAWKINS APLC

By:

  
\_\_\_\_\_  
JAMES R. HAWKINS  
CHRISTINA M. LUCIO  
Attorney for Plaintiffs

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Dated: April 9, 2024

HAINES LAW GROUP, APC

By:



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PAUL K. HAINES  
FLETCHER W. SCHMIDT  
MATTHEW K. MOEN  
Attorney for Plaintiffs

# **EXHIBIT A**

**NOTICE OF PENDENCY OF A CLASS ACTION SETTLEMENT**  
***Gustavo Medina, et al. v. Target Corporation***  
**San Bernardino County Superior Court, Case No. JCCP 5259**  
**Hon. Wilfred J. Schneider, Jr., Department S-32**

To all individuals employed by Target Corporation (“**Target**”) at one or more Target distribution centers in the State of California in non-exempt positions at any time during the period of March 21, 2019, through and including [REDACTED], 2023.

**PLEASE READ THIS NOTICE CAREFULLY**

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION LAWSUIT. AS DISCUSSED IN GREATER DETAIL BELOW IN SECTION F, YOUR OPTIONS INCLUDE:

**1. DO NOTHING:** If you do nothing in response to this Notice and the Court grants final approval of the Settlement, you will receive a Class Member Payment, you will be bound by the terms of the Settlement, and you will be deemed to have released the Released Class Claims against the Released Parties.

**2. REQUEST EXCLUSION:** If you do not wish to participate in the class action aspects of the Settlement, you must submit a Request for Exclusion which must be completed, dated, signed by you, and returned to the Settlement Administrator by mail postmarked by [REDACTED], 2024.

**3. OBJECT:** You may object to the Settlement of the Class Claims by mailing a Notice of Objection to the Settlement Administrator postmarked no later than [REDACTED], 2024. You will have a right to appear at the Final Approval Hearing to have your objections heard orally by the Court whether or not you submit a written objection. The Final Approval Hearing is scheduled for [REDACTED], 2024, at [REDACTED] :[REDACTED] .m., in Department S-32 at the Superior Court of California for the County of San Bernardino, San Bernardino District, 247 West Third Street, San Bernardino, California 92415.

**A. WHAT IS THIS NOTICE ABOUT?**

A settlement agreement (the “**Settlement**”) has been reached between Plaintiffs Gustavo Medina, Janira Perez, Sergio Garcia, Alicia Torres, Zachary Lomely, Angel Carter, Denise Cardenas, Brian Mena, Jimmy Perez, Emily Porcho, Sheemal Narayan, Juan Morales, Joaldi Gonzalez, and Martha Franco (collectively, “**Plaintiffs**”) and Target in a lawsuit (the “**Action**”) pending in the Superior Court for the County of San Bernardino (the “**Court**”). Plaintiffs are pursuing the Action on a class action basis on behalf of themselves and all individuals who were employed by Target at one or more Target distribution centers in the State of California in non-exempt positions at any time during the period of March 21, 2019, through and including [REDACTED], 2023 (the “**Class Members**”). Plaintiffs are also seeking civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. (“**PAGA**”), on behalf of themselves, the State of California, and all individuals who were employed by Target at one or more Target

distribution centers in the State of California in non-exempt positions at any time during the period of February 22, 2021, through and including [REDACTED], 2023 (the “PAGA Affected Employees”).

The Court has preliminarily approved the Settlement and conditionally certified a class of all Class Members for purposes of the Settlement only. You have received this notice because Target’s records indicate that you are a Class Member. This notice is designed to provide you with a brief description of the Action, inform you of the terms of the proposed Settlement, and discuss your rights and options in connection with the Settlement, including how you can participate in the Settlement, opt out of the Settlement, or object to the Settlement. Unless you submit a timely and valid Request for Exclusion, the Settlement will be binding upon you if and when it is approved by the Court.

**B. WHAT IS THIS LAWSUIT ABOUT?**

The Action is titled “*Target Wage and Hour Cases*,” designated as Judicial Council Coordination Proceeding No. 5259.

In the Action, Plaintiffs allege that Target engaged in unfair competition; failed to pay for all hours worked including due to rounding of time punches, off-the-clock work, and time spent in security screenings, time spent in COVID screenings and temperature checks, controlled walking time, and/or controlled meal and rest periods; failed to pay minimum wages including due to rounding of time punches, off-the-clock work, time spent in security screenings, time spent in COVID screenings and temperature checks, controlled walking time, and/or controlled meal and rest periods; failed to accurately pay all wages based on the regular rate of pay by failing to include incentive pay based on employee performance in the regular rate calculation; failed to pay overtime wages including due to rounding of time punches, off-the-clock work, time spent in security screenings, time spent in COVID screenings and temperature checks, controlled walking time, controlled meal and rest periods, and failure to accurately calculate the regular rate of pay; failed to provide meal periods and to pay meal period premiums at the correct regular rate of pay, including missed, late, short, controlled, and/or interrupted meal periods; failed to provide rest periods and to pay rest period premiums at the correct regular rate of pay, including missed, late, short, controlled, and/or interrupted rest periods; failed to pay sick pay wages at the correct regular rate of pay; failed to pay reporting time pay wages when due or at the correct regular rate of pay; unlawful deductions from wages; failed to provide accurate wage statements; failed to reimburse business expenses; and failed to pay wages during and at the end of employment. Plaintiffs seek recovery of damages, statutory penalties, interest, and restitution resulting from these alleged violations.

Plaintiffs also seek recovery of civil penalties under PAGA for these alleged violations.

Target denies all of Plaintiffs’ allegations. Specifically, Target contends, among other things, that its policies and practices do not violate the California Labor Code; a class could not be appropriately certified in the Action; and, if a class were certified, Plaintiffs’ claims fail as a matter of law.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome in litigation, Plaintiffs and Target agreed to settle the Action pursuant to the terms and conditions of the Settlement. The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Target that Plaintiffs’ claims in the Action have merit or that Target has any liability to Plaintiffs or Class Members. On the contrary, Target denies any and all such liability.

## C. SUMMARY OF THE SETTLEMENT PAYMENTS

1. **Gross Settlement Amount:** Target will pay \$6,450,000 as the Gross Settlement Amount. The Gross Settlement Amount will fund all payments to be made under the Settlement, which shall include all amounts paid for the Service Awards to Plaintiffs, the Class Counsel Fees Award, the Class Counsel Costs Award, the Settlement Administration Costs, the PAGA Distribution Amount to resolve Plaintiffs' claim for civil penalties, and the Class Member Payments to Participating Class Members.
2. **Plaintiffs' Service Award:** Plaintiffs will seek approval from the Court for a payment of \$10,000 each in recognition of their work in prosecuting the Action, in undertaking the risk of liability for attorneys' fees and expenses in the event they were unsuccessful in the prosecution of the Action, and for the Complete and General Release that Plaintiffs are providing to Target and the Released Parties as part of the Settlement. If awarded by the Court, these Service Awards will be paid out of the Gross Settlement Amount.
3. **Class Counsel Fees Award:** The attorneys prosecuting the Action, Blumenthal Nordrehaug Bhowmik De Blouw LLP, James Hawkins APLC, and Haines Law Group, APC (collectively, "**Class Counsel**"), will request up to \$2,128,500 (representing 33% of the Gross Settlement Amount) for their attorneys' fees incurred in connection with their work in the Action. Target's payment of the Class Counsel Fees Award constitutes full and complete compensation for all legal fees of all attorneys representing Plaintiffs in the Action (including Blumenthal Nordrehaug Bhowmik De Blouw LLP, James Hawkins APLC, and Haines Law Group, APC) and all work done through the completion of the Action, whatever date that may be. Class Members are not required to pay Class Counsel for any other attorneys' fees under the Settlement. If awarded by the Court, the Class Counsel Fees Award will be paid out of the Gross Settlement Amount.
4. **Class Counsel Costs Award:** Class Counsel will also request up to \$80,000 for litigation costs and expenses incurred in connection with their work in the Action. Target's payment of the Class Counsel Costs Award constitutes full and complete compensation for all costs and expenses of all attorneys representing Plaintiffs in the Action (including Blumenthal Nordrehaug Bhowmik De Blouw LLP, James Hawkins APLC, and Haines Law Group, APC). Class Members are not required to pay Class Counsel for any costs or expenses under the Settlement. If awarded by the Court, the Class Counsel Costs Award will be paid out of the Gross Settlement Amount.
5. **Settlement Administration Costs:** The reasonable costs of administering the Settlement, up to a maximum of \$85,000, will be paid out of the Gross Settlement Amount. The Court has appointed Apex Class Action LLC to act as an independent Settlement Administrator for purposes of administering this Settlement.
6. **PAGA Distribution Amount:** \$129,000 of the Gross Settlement Amount has been allocated to PAGA civil penalties.
7. **Net Settlement Amount:** The Net Settlement Amount shall be what remains of the Gross Settlement Amount after deductions are made for the Plaintiffs' Service Awards, the Class Counsel Fees Award, the Class Counsel Costs Award, the Settlement Administration Costs, and the PAGA Distribution Amount. Assuming the Service Awards are \$10,000 each, the Class Counsel Fees Award is \$2,128,500, the Class Counsel Costs Award is \$80,000, the Settlement Administration Costs are \$85,000, and the PAGA Distribution Amount is \$129,000, then the Net Settlement Amount shall be \$3,887,500.

8. **Class Member Payments:** Target will pay the Net Settlement Amount to Participating Class Members based on the number of individual weekly pay periods each worked for Target in a non-exempt position at one or more distribution centers in California during the Class Period. Each Class Member Payment shall be calculated by dividing a Participating Class Member's individual weekly pay periods worked for Target in a non-exempt position at one or more distribution centers in California during the Class Period by the total of all Participating Class Members' weekly pay periods worked for Target in a non-exempt position at one or more distribution centers in California during the Class Period (all according to Target's business records), and multiplying this result by the Net Settlement Amount. The Class Member Payments will be allocated: 20% wages subject to deduction for employee-side employment taxes and withholdings, and IRS Form W-2 reporting; and 80% as penalties, interest, and reimbursement of expenses, and will be subject to IRS Form 1099 reporting.
9. The Service Awards, Class Counsel Fees Award, Class Counsel Costs Award, Settlement Administration Costs, PAGA Distribution Amount, and Class Member Payments will be paid after the Court enters a Final Approval Order and Judgment, all time to appeal or challenge the Final Approval Order and Judgment has lapsed, and the Final Approval Order and Judgment remains enforceable (*i.e.*, the "Effective Date").
10. If the Court does not grant final approval of the Settlement or if the Settlement does not become final and binding for any reason, then the Settlement will become null and void; if that occurs, neither Plaintiffs nor Target will have further obligations under the Settlement, including any obligation by Target to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Settlement. An award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Service Awards, Class Counsel Fees Award, Class Counsel Costs Award, or Settlement Administration Costs will not render the Settlement null and void.

**D. HOW MUCH WILL I RECEIVE IF I PARTICIPATE IN THE CLASS SETTLEMENT?**

Target's records indicate that: (1) during the Class Period (*i.e.*, between March 21, 2019, through and including [REDACTED], 2023), you worked a total of [REDACTED] weekly pay periods for Target in a non-exempt position at one or more distribution centers in California. Based on this information, it is estimated that your Class Member Payment will be approximately \$ [REDACTED].

Target's records indicate that: (1) during the PAGA Period (*i.e.*, between February 22, 2021, through and including [REDACTED], 2023), you worked a total of [REDACTED] weekly pay periods for Target in a non-exempt position at one or more distribution centers in California. Based on this information, it is estimated that your PAGA Affected Employee Payment will be approximately \$ [REDACTED].

The actual amounts you will receive may be different and will depend on a number of factors.

Checks issued to Participating Class Members or PAGA Affected Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after mailing, *i.e.*, the Void Date. Any unclaimed funds as a result of the failure to cash Class Member Payment checks and PAGA Affected Employee Payment checks by the Void Date shall be transmitted by the Settlement Administrator to a cy pres charity, Legal Aid at Work.

**E. WHAT CLAIMS ARE RELEASED?**



If you do not request to be excluded from the class action aspects of the Settlement, you will be a Participating Class Member and be unable to sue, continue to sue, or be a part of any other lawsuit against the Released Parties regarding the “Released Class Claims” in this Settlement. “**Released Parties**” means Target and its subsidiaries, affiliates, and/or parent companies; employee benefit plans sponsored or maintained by any of the foregoing; their attorneys, and their respective successors and predecessors in interest; all of their respective officers, directors, managers, employees, administrators, fiduciaries, trustees, beneficiaries, and agents; and each of their past, present, and future officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers. If you are a PAGA Affected Employee, you will still receive a PAGA Affected Employee Payment and be bound by the release of the PAGA Claims described below, even if you request to be excluded from the class action aspects of the Settlement. You cannot request exclusion from the PAGA portion of the Settlement.

**Released Class Claims:** Upon the Effective Date and Target’s funding of the Gross Settlement Amount, Plaintiffs – on behalf of themselves and Participating Class Members – will fully and irrevocably release the Released Parties from the Class Claims, as defined below, in exchange for the consideration provided by this Settlement.

“**Class Claims**” means any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, suspected or unsuspected, arising under federal, state, or local law, that were asserted or that could have been asserted based on the facts alleged in the Second Amended Consolidated Class Action and PAGA Complaint, that arose during the Class Period, including but not limited to: unfair competition in violation of California Business & Professions Code section 17200, et seq.; failure to pay for all hours worked including due to rounding of time punches, off-the-clock work, time spent in security screenings (including but not limited to bag and other security checks), time spent in COVID screenings (including but not limited to temperature checks and symptom questionnaires), controlled walking time, and/or controlled meal and rest periods; failure to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1 including due to rounding of time punches, off-the-clock work, time spent in security screenings (including but not limited to bag and other security checks), time spent in COVID screenings (including but not limited to temperature checks and symptom questionnaires), controlled walking time, and/or controlled meal and rest periods; failure to accurately pay all wages based on the regular rate of pay by failing to include incentive pay based on employee performance in the regular rate calculation; failure to pay overtime wages in violation of California Labor Code section 510 and the applicable IWC Wage Order including due to rounding of time punches, off-the-clock work, time spent in security screenings (including but not limited to bag and other security checks), time spent in COVID screenings (including but not limited to temperature checks and symptom questionnaires), controlled walking time, controlled meal and rest periods, and failure to accurately calculate the regular rate of pay; failure to provide meal periods and to pay meal period premiums at the correct regular rate of pay in violation of California Labor Code section 512 and the applicable IWC Wage Order, including missed, late, short, controlled, and/or interrupted meal periods; failure to provide rest periods and to pay rest period premiums at the correct regular rate of pay in violation of California Labor Code section 226.7 and the applicable IWC Wage Order, including missed, late, short, controlled, and/or interrupted rest periods; failure to pay sick pay wages at the correct regular rate of pay in violation of California Labor Code sections 201-204, 223, and 246; failure to pay reporting time pay wages when due or at the correct regular rate of pay; unlawful deductions from wages in violation of in violation of California Labor Code section 221; failure to provide accurate wage statements in violation of California Labor Code section 226; failure to reimburse business expenses in violation of California Labor Code section 2802; failure to pay wages when due in violation of California Labor Code sections 201-204; attorneys’ fees and costs incurred to prosecute the Action on behalf of Class Members;

and any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Second Amended Consolidated Class Action and PAGA Complaint.

Plaintiffs and Participating Class Members may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Class Claims, but upon Target’s funding of the Gross Settlement Amount, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released any and all of the Released Class Claims. It is the intent of the Parties that the Final Approval Order and Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Class Claims. **All Released Class Claims are released for the Class Period (March 21, 2019, through and including [REDACTED], 2023).**

**Released PAGA Claims:** Upon the Effective Date and Target’s funding of the Gross Settlement Amount, Plaintiffs – on behalf of themselves, the State of California, and PAGA Affected Employees – will fully and irrevocably release the Released Parties from the PAGA Claims, as defined below, in exchange for the PAGA Distribution Amount provided by this Settlement.

**“PAGA Claims”** means any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, for civil penalties that were asserted or that could have been asserted based on the facts alleged in the Second Amended Consolidated Class Action and PAGA Complaint that arose during the PAGA Period, including, but not limited to, claims for civil penalties for alleged violations of California Labor Code sections 201-204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198, and 2802, violations of California Code of Regulations, Title 8, Section 11000, et seq., and violations of the applicable IWC Wage Order(s).

Plaintiffs, the State of California, and PAGA Affected Employees may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released PAGA Claims, but upon Target’s funding of the Gross Settlement Amount, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released any and all of the Released PAGA Claims. It is the intent of the Parties that the Final Approval Order and Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Affected Employees regarding the Released PAGA Claims. **All Released PAGA Claims are released for the PAGA Period (February 22, 2021, through and including [REDACTED], 2023).**

**F. WHAT ARE MY RIGHTS AS A CLASS MEMBER?**

1. **Participating in the Settlement:** You do not need to do anything to participate in this Settlement. Unless you submit a valid and timely Request for Exclusion from the class action aspects of the Settlement, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the Released Class Claims against the Released Parties described above. You will not be responsible for the payment of attorneys’ fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and expenses. If you are a PAGA Affected Employee, you will still receive a PAGA Affected Employee Payment and be bound by the release of the PAGA Claims described above, even if you request to be excluded from the class action aspect of the Settlement.

2. **Objecting to the Settlement:** You may object to the settlement of the Class Claims by mailing a written Notice of Objection to the Settlement Administrator postmarked no later than [redacted], 2024 (the “**Response Deadline**”).

**MAIL YOUR OBJECTION TO:**

[Settlement Administrator]  
[Address of Settlement Administrator]

To be valid, any written objection must: (a) contain your full name, address and last four digits of your social security number; (b) state the case name and number, *Target Wage and Hour Cases*, Superior Court of California, County of San Bernardino, Case No. JCCP 5259; the basis for the objection; and whether you intend to appear at the Final Approval Hearing; and (c) be signed by you. If the Notice of Objection does not contain the information listed in (a)-(c) or is not mailed to the Settlement Administrator by the Response Deadline, it will not be deemed a timely and valid Notice of Objection. The date of the postmark on the service mailing envelope for the Settlement Administrator shall be the exclusive means used to determine whether a Notice of Objection has been timely served on the Settlement Administrator. You will have a right to appear at the Final Approval Hearing to have your objections heard orally by the Court whether or not you submit a written objection.

3. **Excluding Yourself from the Settlement:** If you do not wish to participate in the class action aspects of the Settlement, you must submit a Request for Exclusion which must be completed, dated, signed by you, and returned to the Settlement Administrator by mail postmarked by the Response Deadline. Any Request for Exclusion must: (a) contain your full name, address, and last four digits of your social security number; (b) be signed by you; and (c) state in substance: “I wish to exclude myself from the Settlement in the *Target Wage and Hour Cases*, Superior Court of California, County of San Bernardino, Case No. JCCP 5259.” If the Request for Exclusion does not contain the information listed in (a)-(c) or is not postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address, it will not be deemed a timely and valid Request for Exclusion. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If you submit a timely and valid Request for Exclusion you will not be entitled to a Class Member Payment and will not be bound by the release of the Class Claims. If you submit a timely and valid Request for Exclusion you will not have any right to object to, appeal, or comment on the Settlement.

If you choose to submit a Request for Exclusion, send your Request for Exclusion to the Settlement Administrator at the following address:

[Settlement Administrator]  
[Address of Settlement Administrator]

If you do not submit a timely and valid Request for Exclusion on or before the Response Deadline you shall be deemed a Participating Class Members and will be bound by all terms of the Settlement and the Final Approval Order and Judgment entered in this Action. There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

If you are a PAGA Affected Employee, you will still receive a PAGA Affected Employee Payment and be bound by the release of the PAGA Claims described above, even if you request to be excluded from the class action aspects of the Settlement.

## G. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on [REDACTED], 2024, at [REDACTED] : [REDACTED] .m., in Department S-32 at the Superior Court of California for the County of San Bernardino, San Bernardino District, 247 West Third Street, San Bernardino, California 92415, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Plaintiffs' Service Awards, Class Counsel Fees Award, Class Counsel Costs Award, PAGA Distribution Amount, and Settlement Administration Costs.

The Final Approval Hearing may be postponed without further notice to Class Members. **It is not necessary for you to appear at this hearing, but you may appear at the hearing and be heard.** Class Members are advised to contact the Settlement Administrator or check the Court's online Court Access Portal at <https://cap.sb-court.org> to confirm the hearing date has not been changed.

Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website ([REDACTED]). Notice of the Court's final judgment will also be posted on the Settlement Administrator's website.

## H. GETTING MORE INFORMATION

This is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may examine the full Settlement Agreement by visiting the Settlement Administrator's website at [REDACTED]; accessing the Court's docket in the Action through the Court's online Court Access Portal at <https://cap.sb-court.org>; contacting the Settlement Administrator at Tel: (XXX) XXX-XXX; or contacting Class Counsel at:

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Mitchell J. Murray  
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**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS  
SETTLEMENT OR THE SETTLEMENT PROCESS.**

By Order of the Court

Dated:           , 2024.

# **EXHIBIT B**

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**SUPERIOR COURT OF CALIFORNIA OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN BERNARDINO**

Coordination Proceeding Special Title  
(Rule 3.550)

**TARGET WAGE AND HOUR CASES**

Included Actions:

*Medina et al. v. Target Corporation*  
*Torres v. Target Corporation*

Case No. JCCP 5259

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
AND PRIVATE ATTORNEYS GENERAL  
ACT SETTLEMENT AND NOTICE  
PROCEDURES**

Judge: Hon. Wilfred J. Schneider, Jr. \_\_\_\_\_  
Dept.: S-32

Plaintiffs’ motion for preliminary approval came on regularly for hearing on \_\_\_\_\_  
2024, in Department S-32 of the Superior Court of the State of California, County of San  
Bernardino, located at 247 West Third Street, San Bernardino, California 92415, before the  
Honorable Wilfred J. Schneider, Jr. Plaintiffs were represented by their counsel, James Hawkins  
APLC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Haines Law Group, APC (“Class  
Counsel”). Defendant Target Corporation (“Defendant”) was represented by its counsel, DLA Piper  
LLP (US).

1 Plaintiffs Gustavo Medina, Janira Perez, Sergio Garcia, Alicia Torres, Zachary Lomely,  
2 Angel Carter, Denise Cardenas, Brian Mena, Jimmy Perez, Emily Porcho, Sheemal Narayan, Juan  
3 Morales, Joaldi Gonzalez, and Martha Franco (“Plaintiffs”) and Defendant have agreed to settle the  
4 Action upon the terms and conditions set forth in the Stipulation Regarding Class and Private  
5 Attorneys General Act Settlement and Release (“Agreement”), which is attached as Exhibit 1 to the  
6 Declaration of \_\_\_\_\_ in support of Plaintiffs’ motion for preliminary approval.

7 Based upon the Court’s review of the Agreement, the moving papers submitted in support  
8 of preliminary approval, and all of the files, records, and proceedings herein, and in recognition of  
9 the Court’s duty to make a preliminary determination as to the reasonableness of this proposed class  
10 action settlement and to ensure proper notice to all Class Members in accordance with due process  
11 requirements, the Court preliminarily finds: (1) the Settlement of the Released Class Claims was  
12 entered into in good faith and appears to be fair, reasonable, and adequate, such that the Settlement  
13 Administrator should distribute notice of the Settlement to all Class Members, and a hearing  
14 regarding final approval of the Settlement should be set; and (2) the Settlement of the Released  
15 PAGA Claims appears consistent with PAGA’s underlying purpose of benefitting the public.  
16 Accordingly, the Court GRANTS preliminary approval of the Parties’ Settlement for the reasons  
17 stated below, and sets the below schedule for notice to Class Members and the Final Approval  
18 Hearing:

19 THEREFORE, IT IS HEREBY ORDERED:

20 1. This Order incorporates by reference the definitions in the Agreement, and all terms  
21 defined therein shall have the same meaning in this Order.

22 2. It appears to the Court on a preliminary basis that the class aspects of the Settlement  
23 are fair, reasonable, and adequate. More specifically, it appears to the Court that counsel for the  
24 Parties have engaged in sufficient investigation, research, and formal and informal discovery, such  
25 that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions.  
26 The Court preliminarily finds that the class aspects of the Settlement appear to be within the range  
27 of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,  
28 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and



1 preliminarily finds that the monetary settlement awards made available to all Class Members appear  
2 fair, reasonable, and adequate when balanced against the probable outcome of further litigation  
3 relating to liability and damages issues.

4         3.         The Court further preliminarily finds that the relief provided for under PAGA is  
5 genuine, meaningful, and consistent with PAGA’s underlying purpose of benefiting the public.

6         4.         The Court also finds that settlement of the class and PAGA claims at this time will  
7 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be  
8 presented by the further prosecution of the Action. It further appears that the Settlement has been  
9 reached as a result of an arms’ length mediation session before a neutral mediator.

10         5.         Additional factors weigh in favor of granting preliminary approval. The proposed  
11 Settlement does not require Class Members to participate in a claims process in order to receive  
12 their share of the Gross Settlement Amount. Any funds not claimed will not revert to Defendant,  
13 but will be paid to the Cy Pres Recipient to be approved by the Court. The Parties have proposed  
14 Legal Aid at Work as the Cy Pres Recipient. The Court preliminary finds that the Parties’ proposed  
15 Cy Pres Recipient is fair, adequate, and reasonable.

16         6.         For the purposes of this Settlement only, the Court hereby provisionally certifies the  
17 Released Class Claims on behalf of the Class. The “Class” means all individuals employed by  
18 Defendant at one or more Target distribution centers in the State of California in non-exempt  
19 positions at any time during the Class Period, *i.e.*, March 21, 2019, through and including December  
20 10, 2023, or when the aggregate workweeks amount to 1,590,887, whichever occurs first.  
21 Individuals who are part of the Class are also referred to as “Class Members.” If for any reason the  
22 Settlement does not become effective, the fact that the Parties were willing to stipulate to  
23 certification of the Released Class Claims on behalf of the Class Members as part of the Settlement  
24 shall have no bearing on, and shall not be admissible in connection with, the issue of whether the  
25 Released Class Claims should be certified on behalf of the Class Members in a non-settlement  
26 context in the Action or in any other lawsuit.

27         7.         For the purposes of this Settlement only, the Court hereby preliminarily appoints and  
28 designates Plaintiffs to serve as the representatives for the Class Members who do not opt out of the

1 Settlement by the Response Deadline.

2 8. For purposes of this Settlement, the Court also preliminarily appoints James Hawkins  
3 APLC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Haines Law Group, APC to serve  
4 as Class Counsel for the Class Members who do not opt out of the Settlement by the Response  
5 Deadline. Class Counsel is authorized to represent and bind Plaintiffs and Class Members with  
6 respect to all acts or consents required by this Order. Any Class Member may enter an appearance  
7 through counsel of such individual's own choosing and at such individual's own expense. Any Class  
8 Member who does not enter an appearance or appear on his or her own will be represented by Class  
9 Counsel.

10 9. The Court finds, based on Class Counsel's declaration, that Class Counsel has  
11 notified the California Labor and Workforce Development Agency ("LWDA") of the PAGA claims  
12 at issue in this lawsuit pursuant to Labor Code section 2699.3, and that Class Counsel has notified  
13 the LWDA of the settlement of those claims by submitting a copy of the Agreement to the LWDA  
14 in compliance with California Labor Code section 2699(l).

15 10. For the purposes of this Settlement, the Court hereby preliminarily approves the  
16 definition and disposition of the Gross Settlement Amount and related matters provided for in the  
17 Agreement. In accordance with the Agreement, the Court hereby preliminarily approves the Gross  
18 Settlement Amount of Six Million Four Hundred Fifty Thousand Dollars and Zero Cents  
19 (\$6,450,000.00), which is the total, non-reversionary amount that Defendant shall be obligated to  
20 pay under the Agreement in order to settle the Action. Separately, Defendant shall also pay the  
21 employer's share of payroll taxes on the wage component of the Class Member Payments. The Court  
22 also preliminarily approves the Parties' agreement that any portion of the employer's share of  
23 payroll taxes refunded by state or federal taxing authorities as a result of uncashed Class Member  
24 Payment checks shall be returned to Defendant.

25 11. For the purposes of this Settlement, the Court hereby preliminarily approves the  
26 Service Awards to Plaintiffs in the amount of \$10,000 each in recognition of their role in prosecuting  
27 the Action on behalf of Class Members and for providing a Complete and General Release to the  
28 Released Parties. The Court will decide the final amount of the Service Awards at the Final Approval

1 Hearing, and the Service Awards will be paid from the Gross Settlement Amount.

2 12. For purposes of this Settlement, the Court hereby preliminarily approves a payment  
3 of a Class Counsel Fees Award of up to Two Million One Hundred Twenty-Eight Thousand Five  
4 Hundred Dollars and Zero Cents (\$2,128,500.00) for the services the attorneys representing the  
5 Plaintiffs in the Action have rendered and will render in the Action. The Court will decide, and shall  
6 have exclusive jurisdiction regarding, the final amount and allocation of the Class Counsel Fees  
7 Award at the Final Approval Hearing, and the Class Counsel Fees Award will be paid from the  
8 Gross Settlement Amount.

9 13. For purposes of this Settlement, the Court hereby preliminarily approves a payment  
10 of a Class Counsel Costs Award not to exceed a total of \$80,000 for the litigation costs all attorneys  
11 representing Plaintiffs in the Action have incurred and will incur in the investigation, litigation, and  
12 resolution of the Action. The Court will decide, and shall have exclusive jurisdiction regarding, the  
13 final amount and allocation of the Class Counsel Costs Award at the Final Approval Hearing, and  
14 the Class Counsel Costs Award will be paid from the Gross Settlement Amount.

15 14. For purposes of this Settlement, the Court hereby preliminarily approves a maximum  
16 payment of \$85,000 to the Settlement Administrator for third-party administration fees that are  
17 necessary to administer the Settlement (“Settlement Administration Costs”) to be paid from the  
18 Gross Settlement Amount.

19 15. For purposes of this Settlement, the Court hereby preliminarily approves the PAGA  
20 Distribution Amount in the amount of \$129,000 as providing genuine and meaningful relief that is  
21 consistent with PAGA’s underlying purpose of benefiting the public. The Court also preliminarily  
22 approves the Parties’ allocation of: (a) seventy-five percent (75%) of the PAGA Distribution  
23 Amount as a PAGA LWDA Payment to the LWDA; and (b) twenty-five percent (25%) of the PAGA  
24 Distribution Amount as PAGA Affected Employee Payments to the PAGA Affected Employees.  
25 The PAGA Distribution Amount shall resolve all claims for civil penalties under the PAGA for the  
26 PAGA claims consistent with the Released PAGA Claims described in the Agreement. The  
27 Agreement provides that the PAGA Affected Employee Payments shall be distributed to PAGA  
28 Affected Employees on a proportional basis based on the number of pay periods each worked for

1 Defendant in a non-exempt position at one or more Target distribution centers in California during  
2 the PAGA Period, *i.e.*, February 22, 2021, through and including December 10, 2023, or when the  
3 aggregate workweeks in the Class Period amount to 1,590,887, whichever occurs first. The Court  
4 preliminarily approves this proposed allocation and distribution of the PAGA Distribution Amount  
5 as fair, reasonable, and adequate. The Court will decide the final PAGA Distribution Amount at the  
6 Final Approval Hearing, and the PAGA Distribution Amount will be paid from the Gross Settlement  
7 Amount.

8         16.       The Net Settlement Amount to be distributed to Participating Class Members is the  
9 Gross Settlement Amount minus deductions for the Service Awards, Class Counsel Fees Award,  
10 Class Counsel Costs Award, Settlement Administration Costs, and PAGA Distribution Amount.  
11 The Agreement provides that the Class Member Payments shall be calculated by dividing a  
12 Participating Class Member's individual weeks worked for Defendant in a non-exempt position at  
13 one or more Target distribution centers in California during the Class Period by the total of all weeks  
14 worked by all Participating Class Members for Defendant in a non-exempt position at one or more  
15 Target distribution centers in California during the Class Period, and multiplying this result by the  
16 Net Settlement Amount. The Court finds that the Net Settlement Amount confers a substantial  
17 benefit to Participating Class Members. Accordingly, for purposes of this Settlement, the Court  
18 preliminarily approves the Net Settlement Amount and the Class Member Payments as fair,  
19 reasonable, and adequate. The Court will ultimately decide the fairness and adequacy of the  
20 distribution of the Net Settlement Amount at the Final Approval Hearing, and the Net Settlement  
21 Amount will be paid from the Gross Settlement Amount.

22         17.       The Court finds that – provided that all blanks/missing information is filled out – the  
23 form and content of the proposed Notice of Settlement (attached to the Agreement as Exhibit A)  
24 will fairly and adequately advise Class Members of the terms of the proposed Settlement, of the  
25 preliminary approval of the proposed Settlement, of their right to receive their share of the  
26 Settlement, of the scope and effect of the Released Class Claims, of their rights and obligations  
27 relating to opting out of or objecting to the Settlement, of the date of the Final Approval Hearing,  
28 and of their right to appear at the Final Approval Hearing. Thus, the Court finds that the Notice of

1 Settlement comports with all constitutional requirements, including those of due process. The Court  
2 further finds that the distribution of the Notice of Settlement as specifically described within the  
3 Agreement, with measures taken for verification of addresses, as set forth therein, constitutes a fair  
4 and effective method of providing notice of this Settlement.

5 18. The Court hereby appoints Apex Class Action LLC as the Settlement Administrator  
6 to provide notice of the Settlement and administer the Settlement, as more specifically set forth in  
7 the Agreement.

8 19. The Court understands that the Settlement includes a release of Released Class  
9 Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs – on  
10 behalf of themselves and Participating Class Members – will fully and irrevocably release the  
11 Released Parties from any and all claims, rights, demands, and liabilities of every nature and  
12 description, whether known or unknown, suspected or unsuspected, arising under federal, state, or  
13 local law, that were asserted or that could have been asserted based on the facts alleged in the Second  
14 Amended Consolidated Class Action and PAGA Complaint, that arose during the Class Period,  
15 including but not limited to: unfair competition in violation of California Business & Professions  
16 Code section 17200, et seq.; failure to pay for all hours worked including due to rounding of time  
17 punches, off-the-clock work, time spent in security screenings (including but not limited to bag and  
18 other security checks), time spent in COVID screenings (including but not limited to temperature  
19 checks and symptom questionnaires), controlled walking time, and/or controlled meal and rest  
20 periods; failure to pay minimum wages in violation of California Labor Code sections 1194, 1197,  
21 and 1197.1 including due to rounding of time punches, off-the-clock work, time spent in security  
22 screenings (including but not limited to bag and other security checks), time spent in COVID  
23 screenings (including but not limited to temperature checks and symptom questionnaires), controlled  
24 walking time, and/or controlled meal and rest periods; failure to accurately pay all wages based on  
25 the regular rate of pay by failing to include incentive pay based on employee performance in the  
26 regular rate calculation; failure to pay overtime wages in violation of California Labor Code section  
27 510 and the applicable IWC Wage Order including due to rounding of time punches, off-the-clock  
28 work, time spent in security screenings (including but not limited to bag and other security checks),

1 time spent in COVID screenings (including but not limited to temperature checks and symptom  
2 questionnaires), controlled walking time, controlled meal and rest periods, and failure to accurately  
3 calculate the regular rate of pay; failure to provide meal periods and to pay meal period premiums at  
4 the correct regular rate of pay in violation of California Labor Code section 512 and the applicable  
5 IWC Wage Order, including missed, late, short, controlled, and/or interrupted meal periods; failure  
6 to provide rest periods and to pay rest period premiums at the correct regular rate of pay in violation  
7 of California Labor Code section 226.7 and the applicable IWC Wage Order, including missed, late,  
8 short, controlled, and/or interrupted rest periods; failure to pay sick pay wages at the correct regular  
9 rate of pay in violation of California Labor Code sections 201-204, 223, and 246; failure to pay  
10 reporting time pay wages when due or at the correct regular rate of pay; unlawful deductions from  
11 wages in violation of in violation of California Labor Code section 221; failure to provide accurate  
12 wage statements in violation of California Labor Code section 226; failure to reimburse business  
13 expenses in violation of California Labor Code section 2802; failure to pay wages when due in  
14 violation of California Labor Code sections 201-204; attorneys' fees and costs incurred to prosecute  
15 the Action on behalf of Class Members; and any other derivative remedies, penalties, and interest  
16 available under the law based on the facts alleged in the Second Amended Consolidated Class  
17 Action and PAGA Complaint. The release of Class Claims will run through the Class Period.

18         20.       The Court understands that the Settlement includes a release of Released PAGA  
19 Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs – on  
20 behalf of themselves, the State of California, and PAGA Affected Employees – will fully and  
21 irrevocably release the Released Parties from the Released PAGA Claims, as defined in the  
22 Agreement. Plaintiffs, the State of California, and PAGA Affected Employees will release such  
23 Released PAGA Claims for the PAGA Period, *i.e.*, February 22, 2021, through and including  
24 December 10, 2023, or when the aggregate workweeks in the Class Period amount to 1,590,887,  
25 whichever occurs first. In light of the consideration provided under the Settlement, the Court finds  
26 that the release of the Released PAGA Claims is fair, adequate, and reasonable.

27         21.       The Court understands that, under the Settlement, Plaintiffs will provide a Complete  
28 and General Release, including Plaintiffs' 1542 Waiver (as defined in the Agreement) to the

1 Released Parties in consideration for the promises and payments set forth in the Agreement –  
2 including the Service Awards to which Defendant contends Plaintiffs are otherwise not entitled. In  
3 light of the considerations provided under the Settlement, the Court makes the preliminary finding  
4 that Plaintiffs’ Complete and General Release appears fair, adequate, and reasonable.

5           22.     The Court understands that the Settlement provides for the following procedures, all  
6 of which the Court has considered and finds to be fair, adequate, and reasonable:

7                   a.     No later than fifteen (15) calendar days after the date of this Preliminary  
8 Approval Order, Defendant shall provide the Settlement Administrator with the Employee List,  
9 which shall include, for each Class Member: full name, last known mailing address, social security  
10 number, whether the employee is a Class Member, whether the employee is a PAGA Affected  
11 Employee, the number of weeks worked for Defendant in a non-exempt position at one or more  
12 Target distribution centers in California during the Class Period, and the number of pay periods  
13 worked for Defendant in a non-exempt position at one or more Target distribution centers in  
14 California during the PAGA Period.

15                   b.     No later than twenty-one (21) calendar days after receipt of the Employee  
16 List from Defendant, and after updating mailing addresses using the National Change of Address  
17 database, the Settlement Administrator shall mail the Notice of Settlement to all Class Members by  
18 First Class U.S. Mail pursuant to the terms of the Agreement.

19                   c.     No later than twenty-one (21) calendar days after receipt of the Employee  
20 List from Defendant, the Settlement Administrator shall establish the Settlement website and post  
21 to the website copies of the Notice of Settlement and the other documents the Parties agreed to post  
22 on the website, as identified in the Agreement.

23                   d.     Class Members shall be given an opportunity to exclude themselves from the  
24 settlement of the Released Class Claims by submitting a Request for Exclusion that: contains the  
25 name of the person requesting exclusion; indicate that they do not wish to participate in the  
26 Settlement in the “*Target Wage and Hour Cases*, Superior Court of California, County of San  
27 Bernardino, Case No. JCCP 5259”, or some other descriptor that identifies the case; is signed by the  
28 person requesting exclusion. Any Request for Exclusion shall be postmarked no later than the

1 Response Deadline, which is sixty (60) days after the Settlement Administrator mails the Notice of  
2 Settlement. The date of the postmark on the return mailing envelope shall be the exclusive means  
3 used to determine whether a Request for Exclusion has been timely submitted. Any Class Member  
4 who submits a timely and valid Request for Exclusion will not be entitled to a Class Member  
5 Payment and will not be bound by the release of the Released Class Claims. Any Class Member  
6 who submits a timely and valid Request for Exclusion will not have any right to object to or appeal  
7 the Settlement. Class Members who do not submit a timely and valid Request for Exclusion on or  
8 before the Response Deadline, absent a good cause finding by the Court permitting the late Request  
9 for Exclusion, shall be deemed Participating Class Members and will be bound by all terms of the  
10 Settlement and the Final Approval Order and Judgment entered in the above-captioned action.  
11 Under no circumstances will a Class Member who has submitted a timely and valid Request for  
12 Exclusion be considered to have opted out of the PAGA aspects of the Settlement or the Released  
13 PAGA Claims.

14 e. Any Class Member wishing to object to the settlement of the Released Class  
15 Claims must submit his/her objection to the Settlement Administrator by the Response Deadline.  
16 To be valid, the Notice of Objection must: (i) contain the name of the Class Member; (ii) identify  
17 the case, e.g., by stating the Notice of Objection relates to the “*Target Wage and Hour Cases*,  
18 Superior Court of California, County of San Bernardino, Case No. JCCP 5259”, or some other  
19 descriptor that identifies the case; (iii) state the basis for the objection; (iv) be signed by the Class  
20 Member; and (v) be postmarked on or before the Response Deadline. Absent good cause found by  
21 the Court, if the Notice of Objection does not satisfy the requirements listed in (i)-(v), it will not be  
22 deemed a timely and valid objection to the Settlement. The date of the postmark on a Notice of  
23 Objection shall be the exclusive means used to determine whether a Notice of Objection has been  
24 timely served on the Settlement Administrator.

25 23. As of the date this Order is signed, all dates and deadlines associated with the above-  
26 captioned action shall be stayed, other than those pertaining to the administration of the Settlement,  
27 to be re-set if final approval is not granted. To the extent permitted by law, pending final  
28 determination as to whether the Settlement should be finally approved, Class Members whether



1 directly, representatively, or in any other capacity, may not institute or prosecute any of the Released  
2 Class Claims against the Released Parties.

3         24. This Settlement is not a concession or admission and shall not be used against  
4 Defendant or any of the Released Parties as an admission of liability with respect to the Released  
5 Class Claims or Released PAGA Claims. Whether or not the Settlement is finally approved, neither  
6 the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor  
7 any reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in  
8 evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties  
9 including, but not limited to, evidence of a presumption, concession, indication, or admission by  
10 Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession,  
11 or damage; or (b) disclosed, referred to, offered, or received in evidence against any of the Released  
12 Parties in any further proceeding in the Action, or in any other civil, criminal, or administrative  
13 action or proceeding, except for purposes of enforcing the Settlement.

14         25. Class Counsel's motion and other papers in support of Final Approval of the  
15 proposed Settlement and applications for awards of the Service Awards, the Class Counsel Fees  
16 Award, and the Class Counsel Costs Award shall be filed and served no later than sixteen (16) court  
17 days before the Final Approval Hearing.

18         26. A Final Approval Hearing shall be held on \_\_\_\_\_, 2024, in Department  
19 S-32 of the Superior Court of the State of California, County of San Bernardino, located at 247 West  
20 Third Street, San Bernardino, California 92415, before the Honorable Wilfred J. Schneider, Jr., to  
21 determine whether the proposed Settlement is fair, reasonable, and adequate and should be finally  
22 approved. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by  
23 order of the Court without further notice to Class Members. After the Final Approval Hearing, the  
24 Court may enter a Final Approval Order and Judgment in accordance with the Settlement that will  
25 adjudicate the rights of all Participating Class Members, PAGA Affected Employees, and the State  
26 of California.

27         27. In the event that the proposed Settlement is not finally approved by the Court, or for  
28 any reason the Effective Date does not occur, then the Settlement and all orders entered in

1 connection therewith shall be null and void and of no effect, and shall not be used or referred to for  
2 any purposes whatsoever, other than in connection with any further attempts to obtain approval of  
3 a Settlement. If the Settlement is not ultimately approved, the Settlement shall be withdrawn without  
4 prejudice as to the rights of the Parties thereto.

5 **IT IS SO ORDERED.**

6  
7 Dated: \_\_\_\_\_

\_\_\_\_\_  
8 Judge of the Superior Court  
9 Hon. Wilfred J. Schneider, Jr.

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# **EXHIBIT C**

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**SUPERIOR COURT OF CALIFORNIA OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN BERNARDINO**

Coordination Proceeding Special Title (Rule 3.550)

Case No. JCCP 5259

**TARGET WAGE AND HOUR CASES**

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

Included Actions:

*Medina et al. v. Target Corporation*  
*Torres v. Target Corporation*

Judge: Hon. Wilfred J. Schneider, Jr. \_\_\_\_  
Dept.: S-32

Plaintiffs Gustavo Medina, Janira Perez, Sergio Garcia, Alicia Torres, Zachary Lomely, Angel Carter, Denise Cardenas, Brian Mena, Jimmy Perez, Emily Porcho, Sheemal Narayan, Juan Morales, Joaldi Gonzalez, and Martha Franco, individually, and on behalf of each of the Participating Class Members, the State of California, and the PAGA Affected Employees, has filed a motion for final approval of the Parties’ Stipulation Regarding Class and Private Attorneys General Act Settlement and Release (“Agreement”) in the above-referenced action. Plaintiffs’ motion for final approval came on regularly for hearing on \_\_\_\_\_, 2024, in Department S-32 of the Superior Court of the State of California, County of San Bernardino, located at 247 West

1 Third Street, San Bernardino, California 92415, before the Honorable Wilfred J. Schneider, Jr.  
2 Plaintiffs and the Participating Class Members were represented by their counsel, James Hawkins  
3 APLC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Haines Law Group, APC (“Class  
4 Counsel”). Defendant Target Corporation (“Defendant”) was represented by its counsel, DLA Piper  
5 LLP (US).

6 The Court has: (1) reviewed and considered the terms and conditions of the proposed  
7 Settlement; (2) reviewed and considered the results of the Notice of Settlement mailed to Class  
8 Members in accordance with the Court’s Order Granting Preliminary Approval of Class and Private  
9 Attorneys General Act Settlement and Notice Procedures entered on \_\_\_\_\_, 2024 (the  
10 “Preliminary Approval Order”); (3) reviewed and considered the application for Class Counsel Fees  
11 Award, Class Counsel Costs Award, and Service Awards; (4) held a Final Approval Hearing;  
12 (5) taken into account the presentations and other proceedings at the Final Approval Hearing; and  
13 (6) considered the Settlement in the context of all prior proceedings had in this Action.

14 Based thereon, the Court enters the following **FINDINGS** and **CONCLUSIONS**:

15 A. Capitalized terms used in this Order that are not otherwise defined herein shall have  
16 the meaning assigned to them in the Agreement.

17 B. The Court has subject-matter jurisdiction over the Action and all acts within the  
18 Action, and over all the Parties to the Action, including Plaintiffs, Defendant, the State of California,  
19 Participating Class Members, and PAGA Affected Employees.

20 C. Pursuant to the Preliminary Approval Order and according to the Declaration of  
21 \_\_\_\_\_, the court-appointed Settlement Administrator, Apex Class Action LLC, mailed by First  
22 Class U.S. Mail a Notice of Settlement in the form attached as Exhibit A to the Agreement to all  
23 Class Members. The Notice of Settlement fairly and adequately advised Class Members of the terms  
24 of the proposed Settlement, of the preliminary approval of the proposed Settlement, of their right to  
25 receive their shares of the Settlement, of the scope and effect of the Released Class Claims, of their  
26 rights and obligations relating to opting out of or objecting to the Settlement, of the date of the Final  
27 Approval Hearing, and of their right to appear at the Final Approval Hearing. Class Members had  
28 adequate time to consider this information and to use the procedures identified in the Notice of

1 Settlement. The Court finds and determines that this notice procedure afforded adequate protections  
2 to Class Members and provides the basis for the Court to make an informed decision regarding  
3 approval of the Settlement based on the responses of Class Members. The Court finds and  
4 determines that the Notice of Settlement provided to Class Members was the best notice practicable,  
5 which satisfied the requirements of law and due process.

6 D. The Court finds that Plaintiffs' notice of the proposed Settlement submitted to the  
7 California Labor and Workforce Development Agency ("LWDA") was sufficient and valid pursuant  
8 to California Labor Code section 2699(l). The LWDA has not filed any document related to this  
9 Action with the Court.

10 E. The Settlement is in all respects fair, reasonable, adequate, and proper, and in the  
11 best interests of the Participating Class Members. In reaching this conclusion, the Court considered  
12 a number of factors, including: (1) the strength of Plaintiffs' claims; (2) the risk, expense,  
13 complexity, and likely duration of further litigation; (3) the amount offered in settlement; (4) the  
14 extent of discovery completed and the stage of the proceedings; (5) the experience and views of  
15 Class Counsel and Defense Counsel; and (6) the reaction of the Class Members to the proposed  
16 Settlement. The Court finds that the Settlement offers significant monetary recovery to all  
17 Participating Class Members, and finds that such recovery is fair, reasonable, and adequate when  
18 balanced against the risk of further litigation related to damages issues. The Court further finds that  
19 counsel for the Parties engaged in sufficient investigation, research, and formal and informal  
20 discovery such that Class Counsel and Defense Counsel were able to reasonably evaluate their  
21 respective positions at the time of settlement. The Court finds that the Settlement will avoid  
22 substantial additional costs by all Parties, as well as avoid the risks and delay inherent to further  
23 prosecution of the Action. The Court further finds that the Settlement has been reached as the result  
24 of serious and non-collusive arms-length negotiations. The Court further finds that the relief  
25 provided for under the Private Attorneys General Act ("PAGA") is genuine, meaningful, and  
26 consistent with PAGA's underlying purpose of benefiting the public. Thus, the Court finally  
27 approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects,  
28 fair, reasonable, and adequate. Accordingly, the Court directs the Parties to effectuate the Settlement

1 according to its terms.

2 F. In the Preliminary Approval Order, the Court conditionally certified the Released  
3 Class Claims on behalf of the Class Members for settlement purposes. In response to the Notice of  
4 Settlement, \_\_\_\_ Class Members objected to the Settlement and \_\_\_\_ Class Members requested  
5 exclusion from the Settlement. The Court deems the response to the Notice of Settlement to be an  
6 endorsement of the fairness, adequacy, and reasonableness of the Settlement.

7 On the basis of the foregoing findings and conclusions, as well as the submissions and  
8 proceedings referred to above, **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED,**  
9 **AND DECREED:**

10 1. Plaintiffs' motion for final approval of the Settlement is **GRANTED**. The Settlement  
11 is hereby approved as fair, reasonable, adequate, and in the best interests of the Participating Class  
12 Members, and the requirements of due process have been satisfied. The Parties are ordered and  
13 directed to effectuate the Settlement according to its terms.

14 2. The Court, having found that each of the elements of California Code of Civil  
15 Procedure section 382 are satisfied, certifies the following Participating Class Members regarding  
16 the Class Claims: all individuals employed by Target at one or more Target distribution centers in  
17 the State of California in non-exempt positions at any time during the Class Period, *i.e.*, March 21,  
18 2019, through and including \_\_\_\_\_, 2023, who did not opt out of the Settlement.

19 3. Participating Class Members shall be subject to all of the provisions of the  
20 Agreement, and this Final Approval Order and Judgment to be entered by the Clerk of the Court, as  
21 set forth herein, including with respect to the Released Class Claims.

22 4. For purposes of this Final Approval Order and this Settlement, the Court hereby  
23 confirms the appointment of Apex Class Action LLC as the Settlement Administrator to administer  
24 the Settlement as more specifically set forth in the Agreement, and further finally approves  
25 Settlement Administration Costs, as fair and reasonable, of \$\_\_\_\_\_.

26 5. For purposes of this Final Approval Order and this Settlement, the Court hereby  
27 confirms the appointment of Plaintiffs as the Class Representatives for the Participating Class  
28 Members. The Court finally approves the Service Awards, as fair and reasonable, to Plaintiffs in the

1 amount of \$ \_\_\_\_\_ each. The Court hereby orders the Settlement Administrator to distribute  
2 the Service Awards to Plaintiffs in accordance with this Order and the provisions of the Settlement.

3           6. For purposes of this Final Approval Order and this Settlement, the Court hereby  
4 appoints James Hawkins APLC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Haines  
5 Law Group, APC, to represent the Participating Class Members. The Court finally approves the  
6 payment of Class Counsel Fees Award in the amount of \$ \_\_\_\_\_ to Class Counsel as fair and  
7 reasonable. The Class Counsel Fees Award shall be allocated among Class Counsel as follows:  
8 \$ \_\_\_\_\_ to James Hawkins APLC; \$ \_\_\_\_\_ to Blumenthal Nordrehaug Bhowmik De  
9 Blouw LLP; and \$ \_\_\_\_\_ to Haines Law Group, APC. The Class Counsel Fees Award shall  
10 fully satisfy all legal fees for all attorneys representing Plaintiffs in the Action. No other attorneys  
11 or law firms shall be entitled to any award of attorneys' fees from Defendant in any way connected  
12 with the Action. The Court hereby orders the Settlement Administrator to distribute the Class  
13 Counsel Fees Award to Class Counsel, in accordance with the provisions of this Order and the  
14 Agreement.

15           7. For purposes of this Final Approval Order and this Settlement, the Court finally  
16 approves the payment of Class Counsel Costs Award in the amount of \$ \_\_\_\_\_ to Class  
17 Counsel as fair and reasonable. The Class Counsel Costs Award shall be allocated among Class  
18 Counsel as follows: \$ \_\_\_\_\_ to James Hawkins APLC; \$ \_\_\_\_\_ to Blumenthal  
19 Nordrehaug Bhowmik De Blouw LLP; and \$ \_\_\_\_\_ to Haines Law Group, APC. The Class  
20 Counsel Costs Award shall fully satisfy all litigation costs incurred by the attorneys representing  
21 Plaintiffs in the Action. No other attorneys or law firms shall be entitled to any award of costs from  
22 Defendant in any way connected with the Action. The Court hereby orders the Settlement  
23 Administrator to distribute the Class Counsel Costs Award to Class Counsel, in accordance with the  
24 provisions of this Order and the Agreement.

25           8. For purposes of this Final Approval Order and this Settlement, the Court hereby  
26 approves the PAGA Distribution Amount in the amount of \$ \_\_\_\_\_ as fair and reasonable.  
27 Pursuant to the terms of the Agreement, seventy-five percent (75%) of the PAGA Distribution  
28 Amount (*i.e.*, \$ \_\_\_\_\_) shall be distributed to the LWDA, and twenty-five percent (25%) of



1 the PAGA Distribution Amount (*i.e.*, \$ \_\_\_\_\_) shall be distributed to the PAGA Affected  
2 Employees. Payment of the PAGA Distribution Amount shall resolve all claims for civil penalties  
3 under PAGA for the Released PAGA Claims. The Court hereby orders the Settlement Administrator  
4 to distribute the PAGA LWDA Payment to the LWDA and to distribute the PAGA Affected  
5 Employee Payments to the PAGA Affected Employees in accordance with the provisions of this  
6 Order and the Agreement.

7         9. For purposes of this Final Approval Order and this Settlement, the Court hereby  
8 approves the Class Member Payments in the aggregate amount of \$ \_\_\_\_\_ as fair, reasonable,  
9 and adequate. The Court hereby orders the Settlement Administrator to distribute the Class Member  
10 Payments to Participating Class Members in accordance with the provisions of this Order and the  
11 Agreement.

12         10. Any checks issued to Participating Class Members or PAGA Affected Employees  
13 shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of  
14 their issuance and then shall become void on the 181st day after mailing, *i.e.*, the Void Date. Any  
15 re-mailed or re-issued check shall remain valid and negotiable for one hundred and eighty (180)  
16 calendar days from the date the original check was mailed. Any unclaimed funds resulting from  
17 Class Members' failure to cash Class Member Payment checks and/or PAGA Affected Employee  
18 Payment checks by the Void Date shall be transmitted by the Settlement Administrator to the Cy  
19 Pres Recipient, Legal Aid at Work, within fourteen (14) calendar days of the Void Date. The Court  
20 approves the Cy Pres Recipient as an appropriate recipient of these funds. Any refunded employee-  
21 side payroll taxes corresponding to the wage component of any uncashed Class Member Payment  
22 checks shall be transmitted by the Settlement Administrator to the Cy Pres Recipient within fourteen  
23 (14) calendar days of the Settlement Administrator's receipt of the refunded employee-side payroll  
24 taxes. Any refunded employer-side payroll taxes corresponding to the wage component of any  
25 uncashed Class Member Payment checks shall be returned to Defendant within fourteen (14)  
26 calendar days of the Settlement Administrator's receipt of the refunded employer-side payroll taxes.

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1           11.     Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs  
2 shall be deemed to have provided a Complete and General Release to the Released Parties in  
3 accordance with Paragraph 3.5.4 of the Settlement Agreement.

4           12.     Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs  
5 – individually and on behalf of the State of California and PAGA Affected Employees – shall be  
6 deemed to have fully and irrevocably released the Released Parties from the Released PAGA  
7 Claims, as defined in the Agreement, which are any and all claims, rights, demands, and liabilities  
8 of every nature and description, whether known or unknown, for civil penalties that were asserted  
9 or that could have been asserted based on the facts alleged in the Second Amended Consolidated  
10 Class Action and PAGA Complaint that arose during the PAGA Period, including, but not limited  
11 to, claims for civil penalties for alleged violations of California Labor Code sections 201-204, 204b,  
12 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 246,  
13 510, 512, 516, 558, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198,  
14 and 2802, violations of California Code of Regulations, Title 8, Section 11000, et seq., and  
15 violations of the applicable IWC Wage Order(s), and by incorporation any and all of the alleged  
16 conduct included in the defined Class Claims. The Released PAGA Claims do not include other  
17 PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination,  
18 unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA  
19 Period. Plaintiffs, the State of California, and PAGA Affected Employees will release such Released  
20 PAGA Claims for the PAGA Period, *i.e.*, the release of PAGA Claims will run from February 23,  
21 2021, through and including \_\_\_\_\_, 2023. Plaintiffs, the State of California, and PAGA  
22 Affected Employees may discover facts in addition to or different from those they now know or  
23 believe to be true with respect to the subject matter of the Released PAGA Claims, but upon the  
24 Effective Date and contingent upon full funding, they shall be deemed to have – and by operation  
25 of this Final Approval Order and Judgment, they shall have – fully, finally, and forever settled and  
26 released any and all of the Released PAGA Claims. On behalf of the State of California and all  
27 PAGA Affected Employees, Plaintiffs agree that, as of the Effective Date and contingent upon full  
28

1 funding, Plaintiffs, the State of California, and all PAGA Affected Employees are hereby forever  
2 barred and enjoined from prosecuting the Released PAGA Claims against the Released Parties.

3 13. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs  
4 and each of the Participating Class Members shall be deemed to have fully and irrevocably released  
5 the Released Parties from the Released Class Claims, as defined in the Agreement, which are any  
6 and all claims, rights, demands, and liabilities of every nature and description, whether known or  
7 unknown, suspected or unsuspected, arising under federal, state, or local law, that were asserted or  
8 that could have been asserted based on the facts alleged in the Second Amended Consolidated Class  
9 Action and PAGA Complaint, that arose during the Class Period, including but not limited to: unfair  
10 competition in violation of California Business & Professions Code section 17200, et seq.; failure to  
11 pay for all hours worked including due to rounding of time punches, off-the-clock work, time spent  
12 in security screenings (including but not limited to bag and other security checks), time spent in  
13 COVID screenings (including but not limited to temperature checks and symptom questionnaires),  
14 controlled walking time, and/or controlled meal and rest periods; failure to pay minimum wages in  
15 violation of California Labor Code sections 1194, 1197, and 1197.1 including due to rounding of  
16 time punches, off-the-clock work, time spent in security screenings (including but not limited to bag  
17 and other security checks), time spent in COVID screenings (including but not limited to temperature  
18 checks and symptom questionnaires), controlled walking time, and/or controlled meal and rest  
19 periods; failure to accurately pay all wages based on the regular rate of pay by failing to include  
20 incentive pay based on employee performance in the regular rate calculation; failure to pay overtime  
21 wages in violation of California Labor Code section 510 and the applicable IWC Wage Order  
22 including due to rounding of time punches, off-the-clock work, time spent in security screenings  
23 (including but not limited to bag and other security checks), time spent in COVID screenings  
24 (including but not limited to temperature checks and symptom questionnaires), controlled walking  
25 time, controlled meal and rest periods, and failure to accurately calculate the regular rate of pay;  
26 failure to provide meal periods and to pay meal period premiums at the correct regular rate of pay in  
27 violation of California Labor Code section 512 and the applicable IWC Wage Order, including  
28 missed, late, short, controlled, and/or interrupted meal periods; failure to provide rest periods and to

1 pay rest period premiums at the correct regular rate of pay in violation of California Labor Code  
2 section 226.7 and the applicable IWC Wage Order, including missed, late, short, controlled, and/or  
3 interrupted rest periods; failure to pay sick pay wages at the correct regular rate of pay in violation  
4 of California Labor Code sections 201-204, 223, and 246; failure to pay reporting time pay wages  
5 when due or at the correct regular rate of pay; unlawful deductions from wages in violation of in  
6 violation of California Labor Code section 221; failure to provide accurate wage statements in  
7 violation of California Labor Code section 226; failure to reimburse business expenses in violation  
8 of California Labor Code section 2802; failure to pay wages when due in violation of California  
9 Labor Code sections 201-204; attorneys' fees and costs incurred to prosecute the Action on behalf  
10 of Class Members; and any other derivative remedies, penalties, and interest available under the law  
11 based on the facts alleged in the Second Amended Consolidated Class Action and PAGA Complaint.  
12 Except as expressly set forth in the Agreement, Participating Class Members do not release any  
13 other claims, including claims for vested benefits, wrongful termination, violation of the Fair  
14 Employment and Housing Act, unemployment insurance, disability, social security, workers'  
15 compensation, or claims based on facts occurring outside the Class Period. Participating Class  
16 Members will release such Released Class Claims for the Class Period, *i.e.*, the release of PAGA  
17 Claims will run from March 21, 2019, through and including \_\_\_\_\_, 2023. Plaintiffs and  
18 Participating Class Members may discover facts in addition to or different from those they now  
19 know or believe to be true with respect to the subject matter of the Released Class Claims, but upon  
20 the Effective Date and contingent upon full funding, they shall be deemed to have – and by operation  
21 of this Final Approval Order and Judgment, they shall have – fully, finally, and forever settled and  
22 released any and all of the Released Class Claims. On behalf of all Participating Class Members,  
23 Plaintiffs agree that, as of the Effective Date and contingent upon full funding, Plaintiffs and all  
24 Participating Class Members are hereby forever barred and enjoined from prosecuting the Released  
25 Class Claims against the Released Parties.

26           14.     The terms of the Agreement, and this Final Approval Order and Judgment, are  
27 binding on Plaintiffs, the State of California, Participating Class Members, and the PAGA Affected  
28 Employees, and those terms shall have, to the fullest extent permitted by law, *res judicata* and other

1 preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or  
2 on behalf of Participating Class Members, the State of California, and PAGA Affected Employees,  
3 to the extent those claims, lawsuits or other proceedings fall within the scope of Released Class  
4 Claims and/or Released PAGA Claims as set forth in the Agreement.

5         15.       Neither this Final Approval Order and Judgment, the Agreement, nor any document  
6 referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may  
7 be used as an admission by or against Defendant or any of the other Released Parties of any fault,  
8 wrongdoing, or liability whatsoever. Nor is this Final Approval Order and Judgment a finding of  
9 the validity of any of the Released Class Claims or Released PAGA Claims or of any wrongdoing  
10 by Defendant or any of the other Released Parties. The entering into or carrying out of the  
11 Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed  
12 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses  
13 by Defendant or any of the other Released Parties and shall not be offered in evidence against  
14 Defendant or any of the Released Parties in any action or proceeding in any court, administrative  
15 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this  
16 Final Approval Order and Judgment, the Agreement, or any related agreement or release.  
17 Notwithstanding these restrictions, any of the Released Parties may file in the above-captioned  
18 action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any  
19 other papers and records on file in the Action as evidence of the Settlement and to support a defense  
20 of *res judicata*, collateral estoppel, release, waiver, or other theory of claim preclusion, issue  
21 preclusion, or similar defense.

22         16.       In the event that the Settlement does not become final and effective in accordance  
23 with the terms of the Agreement, then this Final Approval Order and Judgment and all orders entered  
24 in connection herewith, shall be rendered null and void and be vacated. Moreover, any funds  
25 tendered by Defendant shall be returned and/or retained by Defendant consistent with the terms of  
26 the Settlement.

27         17.       Without in any way affecting the finality of this Final Approval Order and Judgment,  
28 this Court hereby retains continuing jurisdiction as to all matters relating to the interpretation,

1 implementation, and enforcement of the terms of the Settlement pursuant to California Code of Civil  
2 Procedure section 664.6.

3 18. Within ten (10) days of this Final Approval Order and Judgment, Plaintiffs shall  
4 submit a copy of this Final Approval Order and Judgment to the LWDA.

5 19. Within ten (10) days of this Final Approval Order and Judgment, the Settlement  
6 Administrator shall provide notice of this Final Approval Order and Judgment to Class Members by  
7 posting this Final Approval Order and Judgment on the settlement website.

8 20. After administration of the Settlement has been completed in accordance with the  
9 Agreement, including the expiration of the 180-day check cashing deadline, the Settlement  
10 Administrator shall provide a report to be filed with this Court certifying compliance with the terms  
11 of the Settlement.

12 21. The Settlement Administrator shall provide a declaration regarding the disbursement  
13 of Settlement funds to be filed on or before \_\_\_\_\_. The terms of the Agreement, and this Final  
14 Approval Order and Judgment are binding on the Parties.

15 22. A compliance hearing is set for \_\_\_\_\_ at \_\_\_\_\_.

16 23. This document shall constitute a final judgment pursuant to California Rule of Court  
17 3.769(h), which provides, "If the court approves the settlement agreement after the final approval  
18 hearing, the court must make and enter judgment. The judgment must include a provision for the  
19 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court  
20 may not enter an order dismissing the action at the same time as, or after the entry of judgment."

21 **IT IS SO ORDERED.**

22

23 Dated: \_\_\_\_\_

24

\_\_\_\_\_  
Judge of the Superior Court  
Hon. Wilfred J. Schneider, Jr.

25

26

27

28

# **EXHIBIT D**

## INFORMATION SECURITY AND SERVICES AGREEMENT

This Information Security and Services Agreement (“**Agreement**”), effective as of March 29, 2024 (“**Effective Date**”) is entered into by Target Corporation (“**Client**” or “**Target**”), and Apex Class Action LLC, with a principal business address at 18 Technology Dr., Suite 164, Irvine, California 92618 (“**Settlement Administrator**”) (together, the “**Parties**”).

### RECITALS

Client desires to have Settlement Administrator provide certain settlement administration services in accordance with the terms of the Plaintiffs’ settlement agreement and the anticipated court order(s) approving the settlement in the litigation titled Target Wage and Hour Cases, pending in the Superior Court of the State of California, County of San Bernardino, Case No. JCCP 5259 (the “**Action**”); and

Settlement Administrator desires to provide such Services to Client in exchange for payment of settlement administration costs not to exceed \$84,990, to be paid out of the Gross Settlement Amount for the settlement of the Action, and subject to the Court’s approval in the Action.

NOW, THEREFORE, based upon the mutual promises and terms and conditions set forth below, the Parties agree that Settlement Administrator will render all settlement administration services in the Action pursuant to the following information security provisions:

### DEFINITIONS

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with a Party. For purposes of this definition, “control” shall mean at least fifty percent (50%) of the capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly, by an entity under this definition.

“**Claim(s)**” means any and all (1) claims, causes of action, demands, lawsuits, or proceedings, and (2) losses, damages, costs (including reasonable fees of attorneys and other professionals), or liabilities of any kind (including any fine, penalty, judgment or order issued by a governmental, regulatory, or judicial body).

“**Class Members**” means all individuals employed by Target at one or more Target distribution centers in the State of California in non-exempt positions at any time during the Class Period, as defined in the settlement agreement in the Action.

“**Confidential Information**” means information, in any format, that Client designates as confidential or that reasonably should be understood to be confidential, proprietary, or a trade secret given the nature and circumstances of its disclosure. Confidential Information includes, but is not limited to, business plans, litigation or lawsuit related information, business processes, costs, pricing, profits, compensation, financial information, and the Employee List and Personal Information, as those terms are defined herein. Any material derived from the Confidential Information is confidential and remains the property of Client. The Employee List and Personal Information are Confidential Information, regardless of whether either is designated as confidential or reasonably understood to be confidential.

“**Client**” means Target Corporation and/or its Affiliates as applicable.

“**Employee List**” is a subset of Confidential Information (defined below) and means information regarding Class Members that Client will compile in good faith from its records and provide to the Settlement Administrator. The Employee List shall be provided in a confidential Microsoft Excel spreadsheet and shall include for each Class Member and PAGA Affected Employee: full name, last known address, last known telephone number, social security number, whether the employee is a Class Member, whether the employee is a PAGA Affected Employee, the number of weeks worked for Target in a non-exempt position at one or more Target distribution centers in California during the Class Period, and the number of pay



## INFORMATION SECURITY AND SERVICES AGREEMENT

periods worked for Target in a non-exempt position at one or more Target distribution centers in California during the PAGA Period.

**"PAGA Affected Employees"** means all individuals employed by Target at one or more Target distribution centers in the State of California in non-exempt positions at any time during the PAGA Period, as defined in the settlement agreement in the Action.

**"Personal Information"** is a subset of Confidential Information and means all data that identifies or can be used to identify, relates to, describes, or is capable of being directly or indirectly linked or associated with a particular natural person, household, or device used by a natural person, such as name, address, telephone number, email address, credit card, debit card, or financial account number, medical records, driver's license, social security number, marital status, ethnicity, age, photograph, customer identification number, dates of employment, device identifier, IP address, location information, or information gathered from online data collection technologies (e.g., cookies, tags, or beacons).

**"Personnel"** means Settlement Administrator's employees, agents, attorneys, or approved independent contractors, who are required to perform Services under this Agreement.

**"Plaintiffs"** means Gustavo Medina, Janira Perez, Sergio Garcia, Alicia Torres, Zachary Lomely, Angel Carter, Denise Cardenas, Brian Mena, Jimmy Perez, Emily Porcho, Sheemal Narayan, Juan Morales, Joaldi Gonzalez, and Martha Franco.

**"Services"** means any task to be performed by Settlement Administrator in connection with administering the settlement of the Action pursuant to the Plaintiffs' and Client's settlement agreement and applicable court orders.

### AGREEMENT

#### 1. CONFIDENTIALITY AND NONDISCLOSURE.

##### 1.1. Confidentiality.

The Parties agree any disclosure of Confidential Information under this Agreement will be governed by the following terms:

- a) Settlement Administrator shall:
  - (i) not disclose Confidential Information to any third party without Client's prior written consent, except as expressly set forth in Section 1.1(c);
  - (ii) take security precautions meeting or exceeding industry standards of care for the protection of Confidential Information and in accordance with all applicable privacy and security laws and regulations; and
  - (iii) not use Confidential Information in any manner to Client's detriment; and only use Confidential Information to the extent necessary to provide the Services to Client, i.e., information aggregated or derived from Confidential Information shall not be used for the benefit of any third party.
- b) Settlement Administrator acknowledges that it may receive material, non-public information required to be kept confidential under the Securities Exchange Act of 1934. Settlement Administrator acknowledges that failure to keep such information confidential or otherwise using such information for personal gain may result in insider trading liability on the part of Settlement Administrator and any employees involved in the unlawful disclosure or use of such information.

## INFORMATION SECURITY AND SERVICES AGREEMENT

- c) Settlement Administrator may disclose Confidential Information only:
- (i) To Personnel on a need to know basis and only in relation to performing the Settlement Administrator's duties under this or a future agreement between the Parties to this Agreement. Such Personnel are subject to the confidentiality duties and obligations contained in this Agreement.
  - (ii) If Settlement Administrator is required to disclose Confidential Information by law or court order, Settlement Administrator must give Client prior written notice (to the extent legally permitted) and reasonable assistance to allow Client the opportunity to seek a protective order. In the event that a protective order or other remedy is not obtained, or that Client waives compliance with these provisions, the Settlement Administrator agrees to furnish only that portion of the Confidential Information which the Settlement Administrator is legally required to furnish and will exercise its best efforts to obtain assurances that any Confidential Information disclosed will be treated as confidential.
  - (iii) No other individuals or third parties should be provided with access to Confidential Information without Client's prior written and signed consent that expressly references this Agreement. Settlement Administrator is responsible for its Personnel, including any acts and omissions that violate requirements in this Agreement. Settlement Administrator shall only use Confidential Information to the extent necessary to provide the Services to Client; Confidential Information (including information aggregated or derived from Confidential Information) shall not be used for the benefit of any third party.
- d) Settlement Administrator represents and warrants that its processing, storage, and transmission of Confidential Information does and will comply with all applicable federal and state privacy and data protection laws, all other applicable regulations and directives, and the terms of this Agreement. Settlement Administrator certifies that it understands its obligations under the California Consumer Privacy Act as a service provider to Client, and agrees that it will not: sell Confidential Information; retain, disclose, or use Confidential Information for any purpose other than providing the Services to Client as set forth in this Agreement and in accordance with the anticipated court order approving the settlement in the Action; or retain or use Confidential Information outside of this direct business relationship between Settlement Administrator and Client. At Client's request, Settlement Administrator will delete from its records any Confidential Information that was provided or collected by Client or on its behalf.

### **1.2** *No License; Warranty.*

- a) All Confidential Information is and shall remain the property of Client. Nothing in this Agreement is intended to grant any express or implied right to Settlement Administrator under any patents, copyrights, trademarks, or trade secret information except as otherwise provided in this Agreement.
- b) All Confidential Information shared between the Parties is provided "AS-IS" without warranty of any kind, and nothing in this Agreement shall be interpreted as a representation or warranty as to the accuracy, completeness, or validity of any such information.

### **1.3** *Publicity.*

Settlement Administrator shall not publicize its business relationship with Client without the prior written authorization of an officer of Client. Settlement Administrator agrees not to use any trade name, trademark, service mark or logo, or any other information that identifies Client in its sales, marketing, or publicity activities and/or materials. Media releases or publications of any kind, and interviews with representatives of any written publication, radio, or television station or network, or Internet site or outlet are included within the foregoing prohibition.

## INFORMATION SECURITY AND SERVICES AGREEMENT

### 1.4 *Consumer Rights Requests.*

If a current and/or former Client employee contacts the Settlement Administrator with a request to provide a copy of or delete his or her Confidential Information ("**Consumer Rights Request**"), Settlement Administrator shall take the following steps:

- a) Settlement Administrator shall notify Client in writing within five (5) calendar days of the Consumer Rights Request by providing Client with a copy of the Consumer Rights Request by sending it by email to adam.klarfeld@target.com and leeann.schellenberg@target.com, with copies to julie.dunne@us.dlapiper.com and matthew.riley@us.dlapiper.com. Settlement Administrator shall also promptly provide Client with any subsequent communications relating to the Consumer Rights Request.
- b) The Settlement Administrator shall respond to the Consumer Rights Request in writing or electronically to state that the request will not be acted upon because Settlement Administrator is a service provider and that the Consumer Rights Request must be submitted directly to Client. Settlement Administrator shall not otherwise communicate with any current and/or former Client employee regarding his or her Consumer Rights Request unless directed by Client.
- c) If Client has an obligation under the Consumer Rights Request, promptly upon Client's request, Settlement Administrator shall cooperate with Client and provide a copy of or delete the current and/or former Client employees' Confidential Information as requested.

## 2. **INFORMATION SECURITY.**

### 2.1. *Safeguards.*

Settlement Administrator represents and warrants that it has, and will maintain for the term of this Agreement and for as long as it accesses, processes, stores, or transmits Confidential Information, a comprehensive information security program (the "**Security Program**") that complies with applicable law and industry best practices. The Security Program shall apply to all locations, systems, devices and equipment used by Settlement Administrator (or any vendors, subcontractors, or third parties retained by Settlement Administrator ) to access, process, store, or transmit Confidential Information ("**Settlement Administrator Systems**"), and it shall include physical, administrative, and technical security controls that prevent unauthorized access to, disclosure of, loss of, or use of the Settlement Administrator Systems and the Confidential Information that those Settlement Administrator Systems process, store, or transmit ("**Safeguards**"). Settlement Administrator shall regularly test and monitor the effectiveness of its Safeguards. At a minimum, and without limiting Settlement Administrator's obligations in this Section 2.1, the Safeguards shall: (i) encrypt all Confidential Information in transmission and at rest; (ii) prevent the storage or transmission of Confidential Information on portable or mobile devices or media; (iii) use role-based access controls to restrict access to Confidential Information to Personnel, and promptly revoke access for any Personnel whose job duties change such that they no longer need access to Confidential Information; (iv) secure all Settlement Administrator Systems according to an industry standard; (v) physically or logically segregate Confidential Information from information of Settlement Administrator or its other customers so that Confidential Information is not commingled with other types of information; (vi) deploy and maintain malware protection to detect, remove, and protect against malicious software or activity on all Settlement Administrator Systems; (vii) configure Settlement Administrator Systems to maintain sufficient audit logging to enable forensic analysis, including logging of successful and failed security events, connectivity to services and sessions, and modification to user and configuration settings; (viii) establish and maintain a patch and vulnerability management process for Settlement Administrator Systems that timely deploys security patches and addresses vulnerabilities; (ix) address all of the Center for Internet Security Critical Security Controls as updated from time to time or an equivalent

## INFORMATION SECURITY AND SERVICES AGREEMENT

industry standard security control framework; (x) prevent Confidential Information from being used in any development, test, quality assurance, or other non-production environment; (xi) keep Confidential Information within the territory and subject to the laws of the United States of America (unless Client provides prior written and signed consent that expressly references this Agreement); (xii) include appropriate Personnel security precautions, such as background checks; and (xiii) keep any and all Client provided equipment in a secure location with appropriate physical security controls to restrict access to Personnel. Settlement Administrator shall also train all Personnel with access to Confidential Information on appropriate privacy and information security practices and procedures.

### 2.2. *Assessments.*

Settlement Administrator shall obtain an annual audit or assessment of the Safeguards which shall be conducted by an independent third party. Client shall be promptly notified of any material vulnerabilities that the audit or assessment identifies, and the results of this audit or assessment shall be shared with Client upon request. Settlement Administrator shall promptly correct all vulnerabilities that the audit or assessment identifies with respect to the Safeguards. Client shall also have the right, at its expense, to conduct (or have a third party conduct) an audit, assessment, examination, or review of Settlement Administrator's Safeguards and compliance with this Section 2 upon written request. Settlement Administrator shall fully cooperate with such request by providing access to knowledgeable personnel, Settlement Administrator Systems, documentation, and other reasonably requested information. Upon request from Client, Settlement Administrator shall promptly and accurately complete any privacy or information security questionnaires or interviews requested by Client regarding Settlement Administrator's practices with respect to Confidential Information and Settlement Administrator Systems.

### 2.3. *Security Breaches.*

In the event that any Settlement Administrator Systems or Confidential Information that the Settlement Administrator Systems or the Settlement Administrator processes, stores, or transmits are subject to any suspected or actual unauthorized access, use, or disclosure (a "**Security Breach**"), Settlement Administrator shall immediately notify Client by email to adam.klarfeld@target.com and leeann.schellenberg@target.com, with copies to julie.dunne@us.dlapiper.com and matthew.riley@us.dlapiper.com. In no event shall Settlement Administrator take more than twenty-four (24) hours to notify Client of a Security Breach. Settlement Administrator will, at its own expense, promptly investigate the cause and scope of the Security Breach, and preserve relevant evidence in a forensically sound manner (e.g., logs, files, records). Settlement Administrator will cooperate at its own expense in every reasonable way to help Client mitigate potential misuse or further unauthorized use or disclosure of Confidential Information involved in the Security Breach; such cooperation will include, without limitation, providing Client with access to Settlement Administrator Systems affected, facilitating interviews with Settlement Administrator Personnel with relevant knowledge, and making available all relevant evidence (e.g., logs, files, records). Settlement Administrator shall provide Client with a point of contact who shall be able to assist Client in responding to and mitigating the effects of the Security Breach twenty-four (24) hours a day, seven (7) days a week. If requested by Client, Settlement Administrator shall be responsible for providing notification to individuals whose Confidential Information was involved in the Security Breach, as well as to regulators, government authorities, consumer reporting agencies, and media; Settlement Administrator shall not provide any such notifications unless the contents of the communications are reviewed and approved by Client. Settlement Administrator shall be solely responsible for all costs and expenses associated with investigating, notifying, mitigating the effects of (including, without limitation, by providing credit monitoring to), and remediating any Security Breach.

### 2.4. *Return and Destruction.*

Upon termination of this Agreement or upon the 5th year from the Effective Date of this Agreement, Settlement

## INFORMATION SECURITY AND SERVICES AGREEMENT

Administrator shall, at Client's election, return or securely destroy all Confidential Information that has been provided to or obtained by Settlement Administrator in a manner that prevents any Confidential Information from being recovered. Before disposing of or relinquishing control of such hard drives or other equipment Settlement Administrator shall also erase all hard drives and other equipment used to process, store, or transmit Confidential Information in a manner that prevents recovery or restoration of such Confidential Information. Upon request of Client, Settlement Administrator shall certify in writing that it has met its obligations under this Section 2.4.

### 3. PERSONNEL.

#### 3.1. *Background Investigation.*

Before assigning any Personnel to provide Services, Settlement Administrator will conduct, at its sole expense, a comprehensive consumer report to determine suitability for the assignment. Background investigation must be completed prior to the assignment date and include, but not be limited to: (i) a lawful consumer report; and (ii) local, county, and federal criminal records for the maximum number of years allowed by applicable local, state, and federal laws. The consumer report must be conducted by a third party consumer reporting agency that specializes in conducting individual background investigations for a fee. Unless prohibited by applicable law, if Settlement Administrator or its Personnel are provided with or have access to Confidential Information, Settlement Administrator shall ensure that individuals with convictions or civil judgments for violations including but not limited to computer crimes, hacking, blackmail, extortion, fraud, theft, or identity theft do not provide Services under this Agreement, and Settlement Administrator shall not permit any such individuals to access Confidential Information.

#### 3.2. *Third Party Contractors.*

Settlement Administrator will not subcontract any of its material obligations under this Agreement without Client's prior written consent. When seeking consent, Settlement Administrator will specify the components of the Services affected, the identity and qualifications of the proposed subcontractor(s), and provide all other information reasonably requested by Client. If Settlement Administrator receives Client's consent to utilize subcontractors for any Services, Settlement Administrator will:

- a) be fully liable to Client for any Services provided by any subcontractor;
- b) remain obligated under this Agreement for providing Services;
- c) require all subcontractors to agree in writing to terms consistent with the terms of this Agreement applicable to the Services provided by such subcontractor(s); and
- d) require all subcontractors to agree in writing that Client is an intended third-party beneficiary of its agreement with Settlement Administrator.

### 4. ADDITIONAL TERMS.

#### 4.1. *Term.*

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated by Client in writing.

## INFORMATION SECURITY AND SERVICES AGREEMENT

### **4.2.** *Remedies.*

Settlement Administrator acknowledges and agrees that any violation of this Agreement will cause irreparable harm to Client and therefore acknowledges and agrees that Client may seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or equity.

### **4.3.** *Attorney Fees.*

If Client brings an action against Settlement Administrator by reason of a breach or alleged violation, enforcement of any provision, or otherwise arising out of this Agreement, and is determined to be the prevailing party, Settlement Administrator is responsible for the payment of Client's costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment.

### **4.4** *Order of Precedence.*

In the event of a conflict between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall prevail.

### **4.5.** *Waiver.*

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

### **4.6.** *Choice of Law.*

This Agreement shall be governed by, and interpreted, construed, and determined in accordance with the laws of the State of Washington without regard to its conflict of laws principles. The state and federal courts located in King County, Washington shall have exclusive jurisdiction to adjudicate any dispute.

### **4.7.** *Entire Agreement.*

This Agreement contains the entire understanding of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party that is not contained in the terms of this Agreement shall be binding or valid, unless specifically incorporated by reference or attachment hereto. This Agreement may be amended only in writing and signed by both Parties to the Agreement.

### **4.8.** *Modification.*

If Client determines that this Agreement, as applicable, must be modified as a result of a Security Breach, the Parties shall negotiate in good faith to make such modifications. If the Parties cannot agree on the terms of the modifications, Client shall be entitled to terminate the contract without penalty or cost other than payment to Settlement Administrator for services actually performed and costs actually incurred.

## INFORMATION SECURITY AND SERVICES AGREEMENT

**4.9.**        *Severability.*

The Parties agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If one or more provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision(s) shall be construed so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

**4.10.**        *Indemnification.*

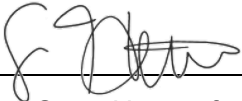
Settlement Administrator will defend, indemnify, and hold harmless the Plaintiffs in the Action, Plaintiffs' attorneys, and Client and its officers, directors, employees, attorneys, agents, successors, and permitted assigns from and against any and all Claims arising out of or related to breach of any obligations under this Agreement by Settlement Administrator or Personnel, or any negligent act or omission or willful misconduct of Settlement Administrator or Personnel.

Settlement Administrator, at its own expense, will defend any Claim and has the right to control the defense of such Claim, provided that Client, at its own expense, may engage separate counsel to participate in the defense of any Claim and Settlement Administrator agrees to cooperate fully with such counsel. Settlement Administrator and its counsel agree to keep Client and its counsel informed regarding the status of any Claim and cooperate fully with requests for information. Notwithstanding any other provisions of this Agreement, Settlement Administrator will not enter into any Claim settlements which (a) adversely affect the rights of Client; or (b) impose liabilities or obligations on Client which will not be satisfied by Settlement Administrator's payment or performance upon entry of such settlement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to be bound by the terms and conditions herein as of the Effective Date.

**APEX CLASS ACTION LLC**

**TARGET CORPORATION**

By:   
Print Name: Sean Hartranft  
Title: CEO  
Date: 03/29/2024

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## INFORMATION SECURITY AND SERVICES AGREEMENT

### 4.9. Severability.

The Parties agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If one or more provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision(s) shall be construed so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

### 4.10. Indemnification.

Settlement Administrator will defend, indemnify, and hold harmless the Plaintiffs in the Action, Plaintiffs' attorneys, and Client and its officers, directors, employees, attorneys, agents, successors, and permitted assigns from and against any and all Claims arising out of or related to breach of any obligations under this Agreement by Settlement Administrator or Personnel, or any negligent act or omission or willful misconduct of Settlement Administrator or Personnel.

Settlement Administrator, at its own expense, will defend any Claim and has the right to control the defense of such Claim, provided that Client, at its own expense, may engage separate counsel to participate in the defense of any Claim and Settlement Administrator agrees to cooperate fully with such counsel. Settlement Administrator and its counsel agree to keep Client and its counsel informed regarding the status of any Claim and cooperate fully with requests for information. Notwithstanding any other provisions of this Agreement, Settlement Administrator will not enter into any Claim settlements which (a) adversely affect the rights of Client; or (b) impose liabilities or obligations on Client which will not be satisfied by Settlement Administrator's payment or performance upon entry of such settlement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to be bound by the terms and conditions herein as of the Effective Date.

#### APEX CLASS ACTION LLC

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

#### TARGET CORPORATION

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

Print Name: **Adam Klarfeld**

Title: **ER Counsel**

Date: **3/29/24**