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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SAN BERNARDINO**

17 Coordination Proceeding Special Title (Rule
18 3.550)

Judicial Council Coordination Proceeding Case
No.: JCCP 5259

19 **TARGET WAGE AND HOUR CASES**

**STIPULATION REGARDING
20 SUPPLEMENTAL CLASS AND PRIVATE
21 ATTORNEYS GENERAL ACT
22 SETTLEMENT AND RELEASE**

Included Actions:

23 *Medina et al. v. Target Corporation*

24 *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 Plaintiff Gustavo Medina(collectively, “Plaintiff”) on
2 behalf of the Additional Class Members (as defined below), the State of California, and the
3 Additional PAGA Employees (as defined below), on the one hand, and Defendant Target
4 Corporation (“Target” or “Defendant”), on the other hand, and subject to the approval of the
5 Court, that the Action (as defined below) is hereby compromised and settled as to the Additional
6 Class Members and Additional PAGA Employees pursuant to the terms and conditions set forth
7 below (hereafter, the “Supplemental Settlement Agreement”):

8 **RECITALS**

9 WHEREAS, Plaintiffs Gustavo Medina, Janira Perez, Sergio Garcia, Alicia Torres,
10 Zachary Lomely, Angel Carter, Denise Cardenas, Brian Mena, Jimmy Perez, Emily Porcho,
11 Sheemal Narayan, Juan Morales, Joaldi Gonzalez, and Martha Franco, on the one hand, and
12 Target, on the other hand, negotiated the original Stipulation Regarding Class and Private
13 Attorneys General Act Settlement and Release in this Action (hereafter, the “Original Settlement
14 Agreement”);

15 WHEREAS, on July 22, 2024, the Court granted Plaintiffs’ motion for preliminary
16 approval of the Original Settlement Agreement;

17 WHEREAS, in connection with the notice process that went forward after the Court
18 granted preliminary approval of the Original Settlement Agreement, Target concluded there were
19 156 additional employees who: (i) had worked as a non-exempt employee at a Target distribution
20 center in California during the Class Period; (ii) had not been identified as a Settlement Class
21 Member for purposes of the Original Settlement Agreement; and (iii) consequently were not
22 provided notice of the Original Settlement Agreement;

23 WHEREAS, Target concluded that these 156 employees collectively worked 6,134
24 workweeks at a Target distribution center in California during the Class Period;

25 WHEREAS, Target also concluded that these 156 employees collectively worked 1,970
26 PAGA pay periods;

27 WHEREAS, the Parties wish to provide relief for the Additional Class Members without
28 delaying relief to the Settlement Class Members under the Original Settlement Agreement,

1 without compromising the interests of those Settlement Class Members in any respect, and
2 without affecting the terms of the Original Settlement Agreement; and

3 WHEREAS, the Parties have agreed to offer resolution of the Class Claims and PAGA
4 Claims of these Additional Class Members pursuant to the same terms as the Original Settlement
5 Agreement.

6 NOW, THEREFORE, the Parties hereby agree, subject to the approval of the Court:

- 7 1. To offer to settle the claims of the Additional Class Members and the Additional
8 PAGA Employees without affecting or delaying the final approval and
9 implementation of the Original Settlement Agreement;
- 10 2. To offer to settle the claims of the Additional Class Members and the Additional
11 PAGA Employees based on the same net workweek valuation of \$2.47 that was
12 provided in the Original Settlement Agreement, plus additional attorney costs,
13 settlement administration costs, and PAGA payments awarded by the Court; and
- 14 3. To offer that settlement pursuant to the following terms:

15 **1. DEFINITIONS.**

16 Unless otherwise defined, capitalized terms used in this Supplemental Settlement
17 Agreement shall have the meanings set forth below:

18 1.1 **“Action”** means: (a) the coordinated California Private Attorneys General Act
19 lawsuits currently pending in the San Bernardino County Superior Court entitled *Target Wage*
20 *and Hour Cases*, Judicial Council Coordination Proceeding No. 5259 (the “PAGA Action”); and
21 (b) the consolidated class action lawsuit currently pending in the United States District Court for
22 the Central District of California entitled *Gustavo Medina, et al. v. Target Corporation*, Case No.
23 5:22-cv-00805-JGB (SHKx) (the “Class Action”).

24 1.2 **“Additional Class Member Payment”** means the payment made to each
25 Participating Additional Class Member to resolve their Class Claims and which shall be paid at
26 the same net workweek value that was paid to Participating Class members under the Original
27 Settlement. Specifically, the Additional Class Members shall be paid \$2.47 for each workweek
28

1 that they worked for Defendant in a non-exempt position at one or more Target distribution
2 centers in California during the Class Period.

3 1.3 **“Additional Class Members”** means the 156 individuals who are members of the
4 putative class in this Action but who were not mailed a notice of the Original Settlement
5 Agreement.

6 1.4 **“Additional Employee List”** means information regarding the Additional Class
7 Members that Defendant will compile in good faith from its records and provide to the Settlement
8 Administrator. The Additional Employee List shall be provided in a confidential Microsoft Excel
9 Spreadsheet and shall include, for each of the Additional Class Members: their full name, last
10 known address, last known telephone number and social security number; the number of
11 workweeks worked for Defendant in California during the Class Period; and the number of pay
12 periods worked for Defendant in California during the PAGA Period.

13 1.5 **“Additional PAGA Employees”** means all Additional Class Members employed
14 by Target at one or more of its California distribution centers in the State of California in non-
15 exempt positions at any time during the PAGA Period (as defined below).

16 1.6 **“Additional PAGA Employee Payment”** means the twenty-five percent (25%) of
17 the Additional PAGA Distribution Amount that shall be paid to Additional PAGA Employees.
18 The Additional PAGA Employee Payment shall be in the amount of Fifty-Nine Dollars and Ten
19 Cents (\$59.10). This amount is calculated by applying the same \$.03 per PAGA pay period value
20 paid to PAGA Affected Employees under the Original Settlement Agreement and multiplying
21 that amount by the number of pay periods worked by Additional PAGA Employees during the
22 PAGA Period. Each Additional PAGA Employees will be paid \$.03 for each pay period s/he
23 worked for Defendant in a non-exempt position at one or more Target distribution centers in
24 California during the PAGA Period.

25 1.7 **“Additional PAGA Distribution Amount”** means the portion of the
26 Supplemental Gross Settlement Amount that is allocated to resolve the PAGA Claims. The
27 Additional PAGA Distribution Amount shall be Two Hundred Thirty-Six Dollars and Forty Cents
28 (\$236.40). This amount is calculated by multiplying the Additional PAGA Employee Payment by

1 four to reflect the 75%/25% allocation of the Additional PAGA Distribution Amount between the
2 LWDA and the Additional PAGA Employees.

3 1.8 **“Additional PAGA LWDA Payment”** means the seventy-five percent (75%) of
4 the Additional PAGA Distribution Amount that shall be paid to the LWDA. Assuming the Court
5 approves an Additional PAGA Distribution Amount of \$236.40, the Additional PAGA LWDA
6 Payment shall be One Hundred Seventy-Seven Dollars and Thirty Cents (\$177.30).

7 1.9 **“Class Claims”** means any and all claims, rights, demands, and liabilities of every
8 nature and description, whether known or unknown, suspected or unsuspected, arising under
9 federal, state, or local law, that were asserted or that could have been asserted based on the facts
10 alleged in the Second Amended Consolidated Class Action and PAGA Complaint, that arose
11 during the Class Period, including but not limited to: unfair competition in violation of California
12 Business & Professions Code section 17200, et seq.; failure to pay for all hours worked including
13 due to rounding of time punches, off-the-clock work, time spent in security screenings (including
14 but not limited to bag and other security checks), time spent in COVID screenings (including but
15 not limited to temperature checks and symptom questionnaires), controlled walking time, and/or
16 controlled meal and rest periods; failure to pay minimum wages in violation of California Labor
17 Code sections 1194, 1197, and 1197.1 including due to rounding of time punches, off-the-clock
18 work, time spent in security screenings (including but not limited to bag and other security
19 checks), time spent in COVID screenings (including but not limited to temperature checks and
20 symptom questionnaires), controlled walking time, and/or controlled meal and rest periods; failure
21 to accurately pay all wages based on the regular rate of pay by failing to include incentive pay
22 based on employee performance in the regular rate calculation; failure to pay overtime wages in
23 violation of California Labor Code section 510 and the applicable IWC Wage Order including due
24 to rounding of time punches, off-the-clock work, time spent in security screenings (including but
25 not limited to bag and other security checks), time spent in COVID screenings (including but not
26 limited to temperature checks and symptom questionnaires), controlled walking time, controlled
27 meal and rest periods, and failure to accurately calculate the regular rate of pay; failure to provide
28 meal periods and to pay meal period premiums at the correct regular rate of pay in violation of

1 California Labor Code section 512 and the applicable IWC Wage Order, including missed, late,
2 short, controlled, and/or interrupted meal periods; failure to provide rest periods and to pay rest
3 period premiums at the correct regular rate of pay in violation of California Labor Code section
4 226.7 and the applicable IWC Wage Order, including missed, late, short, controlled, and/or
5 interrupted rest periods; failure to pay sick pay wages at the correct regular rate of pay in violation
6 of California Labor Code sections 201-204, 223, and 246; failure to pay reporting time pay wages
7 when due or at the correct regular rate of pay; unlawful deductions from wages in violation of in
8 violation of California Labor Code section 221; failure to provide accurate wage statements in
9 violation of California Labor Code section 226; failure to reimburse business expenses in violation
10 of California Labor Code section 2802; failure to pay wages when due in violation of California
11 Labor Code sections 201-204; attorneys' fees and costs incurred to prosecute the Action on behalf
12 of Additional Class Members; and any other derivative remedies, penalties, and interest available
13 under the law based on the facts alleged in the Second Amended Consolidated Class Action and
14 PAGA Complaint. The release of Class Claims will run through the Class Period. Except as set
15 forth in this Agreement, the Additional Class Members who do not opt out of the Settlement do
16 not release any other claims, including claims for vested benefits, wrongful termination, violation
17 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
18 workers' compensation, or claims based on facts occurring outside the Class Period.

19 1.10 **"Class Counsel"** means Blumenthal Nordrehaug Bhowmik De Blouw LLP, James
20 Hawkins APLC, and Haines Law Group, APC.

21 1.11 **"Class Period"** means the period from March 21, 2019, through and including
22 December 10, 2023.

23 1.12 **"Court"** means the Superior Court of California, County of San Bernardino.

24 1.13 **"Defendant"** means Target Corporation.

25 1.14 **"Defense Counsel"** means Julie Dunne of DLA Piper LLP (US).

26 1.15 **"Effective Date"** means the date by which this Supplemental Settlement is finally
27 approved as provided herein and the Court's Supplemental Final Approval Order and Judgment
28 become binding and no longer subject to appeal. For purposes of this Supplemental Settlement

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

16 1.16 **“Final Approval Hearing”** means the hearing held to determine whether the
17 Court will enter a Supplemental Final Approval Order and Judgment.

18 1.17 **“LWDA”** means the California Labor and Workforce Development Agency.

19 1.18 **“Notice of Objection”** means a written request by an Additional Class Member to
20 object to this Supplemental Settlement, which must be completed and mailed to the Settlement
21 Administrator in the manner set forth in this Supplemental Settlement Agreement and the Notice
22 of Supplemental Settlement.

23 1.19 **“Notice of Supplemental Settlement”** means the Notice of Pendency of a Class
24 Action Settlement that will be mailed to Additional Class Members to apprise them of this
25 Supplemental Settlement, which shall be substantially in the form attached hereto as **Exhibit A**.

26 _____
27 ¹ Notwithstanding anything to the contrary herein, nothing in the Supplemental Settlement
28 Agreement is intended to impact the Effective Date of the Original Settlement or the Court’s
December 5, 2024 Order Granting Final Approval of the Original Settlement.

1 1.20 **“PAGA”** means the Private Attorneys General Act of 2004, California Labor
2 Code section 2698 *et seq.*

3 1.21 **“PAGA Claims”** means any and all claims, rights, demands, and liabilities of
4 every nature and description, whether known or unknown, for civil penalties that were asserted or
5 that could have been asserted based on the facts alleged in the Second Amended Consolidated
6 Class Action and PAGA Complaint that arose during the PAGA Period, including, but not limited
7 to, claims for civil penalties for alleged violations of California Labor Code sections 201-204,
8 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,
9 246, 510, 512, 516, 558, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1,
10 1197.5, 1198, and 2802, violations of California Code of Regulations, Title 8, Section 11000, *et*
11 *seq.*, and violations of the applicable IWC Wage Order(s), and by incorporation any and all of the
12 alleged conduct included in the defined Class Claims. The release of PAGA claims will run
13 through PAGA Period.

14 1.22 **“PAGA Period”** means the period from February 22, 2021, through and including
15 December 10, 2023.

16 1.23 **“Participating Additional Class Members”** means all Additional Class Members
17 who do not submit a timely Request for Exclusion (*i.e.*, opt-out) of the Supplemental Settlement.

18 1.24 **“Parties”** means Plaintiffs and Defendant and **“Party”** means either Plaintiffs or
19 Defendant.

20 1.25 **“Plaintiff”** means Gustavo Medina.

21 1.26 **“Released Parties”** means: Defendant Target Corporation and its subsidiaries,
22 affiliates, and/or parent companies; employee benefit plans sponsored or maintained by any of the
23 foregoing; their attorneys, and their respective successors and predecessors in interest; all of their
24 respective officers, directors, managers, employees, administrators, fiduciaries, trustees,
25 beneficiaries, and agents; and each of their past, present, and future officers, directors,
26 shareholders, managers, employees, agents, principals, heirs, representatives, accountants,
27 auditors, consultants, insurers, and reinsurers.

1 1.27 **“Request for Exclusion”** means a written request by an Additional Class Member
2 to exclude himself/herself from the class action aspects of the Supplemental Settlement
3 Agreement, which must be completed and mailed in the manner set forth in this Supplemental
4 Settlement Agreement and the Notice of Settlement.

5 1.28 **“Response Deadline”** means the date sixty (60) calendar days after the Settlement
6 Administrator mails the Notice of Settlement to Additional Class Members and by which
7 Additional Class Members may postmark Requests for Exclusion or Notices of Objection to the
8 Settlement.

9 1.29 **“Settlement Administrator”** means Apex Class Action LLC.

10 1.30 **“Supplemental Class Counsel Costs Award”** means such litigation costs as the
11 Court may award to Class Counsel for the costs they have incurred and will incur in the
12 negotiation and administration of this Supplemental Settlement Agreement, and which shall not
13 exceed One Thousand Five Hundred Dollars (\$1,500.00).

14 1.31 **“Supplemental Final Approval”** or **“Supplemental Final Approval Order and**
15 **Judgment”** means the Court’s entry of an order finally approving this Supplemental Settlement
16 and entering final judgment based thereon, which shall be substantially in the form attached
17 hereto as **Exhibit C**.

18 1.32 **“Supplemental Gross Settlement Amount”** means Twenty-three Thousand,
19 Seven Hundred Eighty-seven Dollars and Thirty-eight Cents (\$23,787.38), representing
20 \$15,150.98 in resolution of the supplemental class claims, \$236.40 in resolution of the
21 supplemental PAGA claims, \$1,500 in plaintiffs’ additional costs, and \$6,900 in settlement
22 administration costs. The Supplemental Gross Settlement Amount is the non-reversionary amount
23 that Defendant is obligated to pay under this Supplemental Settlement Agreement, and is subject
24 to the Court’s approval.

25 1.33 **“Supplemental Preliminary Approval”** or **“Supplemental Preliminary**
26 **Approval Order”** means the Court’s entry of a supplemental order preliminarily approving this
27 Supplemental Settlement, which shall be substantially in the form attached hereto as **Exhibit B**.

1 1.34 “**Supplemental Settlement**” or “**Supplemental Settlement Agreement**” means
2 this Stipulation Regarding Class and Private Attorneys General Act Settlement and Release for
3 Additional Class Members and Additional PAGA Employees.

4 1.35 “**Supplemental Settlement Administration Costs**” means the amount the Court
5 awards the Settlement Administrator for administering this Supplemental Settlement, which may
6 not exceed Six Thousand Nine Hundred Dollars and Zero Cents (\$6,900.00). The Supplemental
7 Settlement Administration Costs shall be paid from the Supplemental Gross Settlement Amount.

8 1.36 “**Supplemental Settlement Fund Account**” means the bank account established
9 by the Settlement Administrator pursuant to the terms of this Supplemental Settlement
10 Agreement, from which all monies payable under the terms of this Supplemental Settlement shall
11 be paid, as set forth herein.

12 1.37 “**Void Date**” means the date by which any checks issued to Additional Class
13 Members and Additional PAGA Employees shall become void and which shall be the 181st day
14 after mailing.

15 **2. RECITALS.**

16 2.1 Procedural History.

17 2.1.1 Class Actions.

18 2.1.1.1 On February 23, 2022, Plaintiff Gustavo Medina filed a
19 lawsuit against Defendant in the San Bernardino County Superior Court, Case No.
20 CIVSB2204117. The Complaint alleged class action claims for: (1) failure to pay minimum
21 wages; (2) failure to pay overtime wages; (3) failure to provide lawful meal periods; (4) failure to
22 authorize and permit rest periods; (5) failure to timely pay final wages; (6) failure to provide
23 accurate itemized wage statements; and (7) unfair competition in violation of California Business
24 & Professions Code section 17200 *et seq.* On May 11, 2022, Defendant removed the *Medina*
25 action to the United States District Court for the Central District of California, and the case was
26 assigned Case No. 5:22-cv-00805-JGB (SHKx). On June 15, 2022, Plaintiff Medina filed a First
27 Amended Complaint which added a second named plaintiff, Janira Perez.
28

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 putative class members' timekeeping and payroll data, the number of workweeks
24 worked by putative class members during the Class Period, and the number of pay periods
25 worked by allegedly-aggrieved employees during the PAGA Period.

26 2.3 **Class Members' Claims.** Plaintiffs, on behalf of the putative 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 Supplemental Settlement Agreement is a compromise of

1 such disputed Class Claims as to the Additional Class Members.

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

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

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

1 Settlement Agreement is a fair, reasonable, and adequate settlement and is in the best interests of
2 Additional Class Members and Additional PAGA Employees.

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

16 **3. SETTLEMENT TERMS.**

17 3.1 **Conditional Nature Of Stipulation For Certification.** Solely for the purposes of
18 this Supplemental Settlement, the Parties stipulate and agree to the certification of the Class
19 Claims asserted in the Action on behalf of Additional Class Members. Should for whatever
20 reason the Supplemental Settlement not become effective, the fact that the Parties were willing to
21 stipulate to certification of the Class Claims asserted in the Action on behalf of the Additional
22 Class Members as part of the Supplemental Settlement shall have no bearing on, and shall not be
23 admissible in connection with, the issue of whether the Class Claims should be certified on behalf
24 of the Additional Class Members in a non-settlement context in the Action or in any other
25 lawsuit. Defendant expressly reserves its right to oppose claim or class certification in the Action
26 or any other action should this Supplemental Settlement not become effective.

1 3.2 **Appointment Of Class Representatives.** Solely for the purposes of this
2 Supplemental Settlement, the Parties stipulate and agree that Plaintiff Gustavo Medina shall be
3 appointed as representative for the Additional Class Members.

4 3.3 **Appointment Of Class Counsel.** Solely for the purposes of this Supplemental
5 Settlement, the Parties stipulate and agree that the law firms of Haines Law Group, APC, James
6 Hawkins APLC, and Blumenthal Nordrehaug Bhowmik De Blouw LLP shall be appointed as
7 Class Counsel for the Additional Class Members.

8 3.4 **Appointment Of Settlement Administrator.** Solely for the purposes of this
9 Supplemental Settlement, the Parties stipulate and agree that Apex Class Action LLC shall be
10 retained to serve as the Settlement Administrator. The Settlement Administrator shall be
11 responsible for: establishing a toll-free telephone number; establishing a website which will have
12 links to the Notice of Supplemental Settlement, the Supplemental Settlement Agreement,
13 Supplemental Final Approval Order and Judgment, and motions for approval of the Supplemental
14 Settlement and for costs; establishing a Post Office Box for receipt of Additional Class Member
15 communications; preparing, printing, and mailing the Notice of Supplemental Settlement (in
16 English and Spanish) to Additional Class Members; receiving and reviewing Requests for
17 Exclusion and/or Notices of Objections, if any, submitted by Additional Class Members;
18 providing weekly status reports to Defense Counsel and Class Counsel, which shall include the
19 status of mailings to Additional Class Members (including the total number of returned,
20 undelivered, and re-mailed Notices of Settlement) and the total number of any responses, Notices
21 of Objections, and Requests for Exclusion received from Additional Class Members (including
22 the total number of Notices of Objection and Requests for Exclusion that are deficient, late, or
23 otherwise invalid); providing a due diligence declaration for submission to the Court prior to the
24 Supplemental Final Approval Hearing; mailing the Supplemental Class Counsel Costs Award to
25 Class Counsel, the PAGA LWDA Payment to the LWDA, the Additional PAGA Employee
26 Payments to Additional PAGA Employees, and the Additional Class Member Payments to
27 Participating Additional Class Members; printing and providing Participating Additional Class
28 Members, Additional PAGA Employees, and Class Counsel with IRS Form 1099 statements as

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

13 3.5 **Consideration.**

14 3.5.1 Gross Settlement Amount. Provided that the Court approves the
15 Supplemental Settlement and the Effective Date occurs, Defendant will pay the Supplemental
16 Gross Settlement Amount, which is the sum of Twenty-three Thousand, Seven Hundred Eighty-
17 seven Dollars and Thirty-eight Cents (\$ 23,787.38). The Supplemental Gross Settlement Amount
18 represents the gross monetary payment Defendant shall be required to make to or for the benefit
19 of Participating Additional Class Members, Additional PAGA Employees, and the State of
20 California for the settlement of the Action. The Supplemental Gross Settlement Amount shall also
21 be used to pay the Supplemental Class Counsel Costs Award, Supplemental Settlement
22 Administration Costs, the Supplemental PAGA LWDA Payment, all Additional PAGA Employee
23 Payments, and all Additional Class Member Payments. The employer's share of payroll taxes on
24 the wage component of the Additional Class Member Payments shall not be paid from the
25 Supplemental Gross Settlement Amount, and Defendant will fund such taxes in addition to the
26 Supplemental Gross Settlement Amount.

27 3.5.1.1 Supplemental Class Counsel Fees Award. Class Counsel agree not
28 to seek an additional Fees Award from the Supplemental Gross Settlement Amount.

1 3.5.1.2 Supplemental Class Counsel Costs Award. In full satisfaction of all
2 claims Plaintiffs may have for litigation costs and expenses arising out of the Action, including
3 the negotiation and administration of this Supplemental Settlement Agreement, Defendant agrees
4 not to oppose Plaintiffs' application for a Supplemental Class Counsel Costs Award not to exceed
5 One Thousand Five Hundred Dollars and No Cents (\$1,500.00). The Supplemental Class Counsel
6 Costs Award is subject to the Court's approval and will be paid only from the Supplemental
7 Gross Settlement Amount. In the event that the Court awards less than the full amount requested
8 for the Supplemental Class Counsel Costs Award, the un-awarded amount will be delivered to
9 Legal Aid at Work at the same time as delivery of uncashed funds pursuant to Paragraph 3.7.8.
10 This Supplemental Settlement is not contingent upon the Court awarding Class Counsel any
11 particular amount in litigation costs and expenses. Plaintiffs shall not have the right to object to or
12 revoke this Supplemental Settlement if the Court does not approve any or all of the requested
13 Supplemental Class Counsel Costs Award.

14 3.5.1.3 Supplemental Settlement Administration Costs. The Parties agree
15 the Settlement Administrator shall be paid from the Supplemental Gross Settlement Amount for
16 third-party administration fees that are necessary to administer the Supplemental Settlement up to
17 maximum payment of Six Thousand Nine Hundred Dollars and Zero Cents (\$6,900.00). The
18 Supplemental Settlement Administration Costs to be paid to the Settlement Administrator are
19 subject to the Court's approval and will be paid only from the Supplemental Gross Settlement
20 Amount. In the event that the Court awards less than the full amount set aside for Supplemental
21 Settlement Administration Costs, the un-awarded amount will be delivered to Legal Aid at Work
22 at the same time as delivery of uncashed funds pursuant to Paragraph 3.7.8.

23 3.5.1.4 Supplemental PAGA Distribution Amount. The Parties agree that
24 Two Hundred Thirty-Six Dollars and Forty Cents (\$236.40) of the Supplemental Gross
25 Settlement Amount shall be allocated to resolve the PAGA Claims on behalf of the Additional
26 PAGA Employees. The Supplemental PAGA Distribution Amount shall be paid from the
27 Supplemental Gross Settlement Amount to resolve all claims for civil penalties under the PAGA
28 for the PAGA Claims alleged in the Action. In the event the Court awards less than the full

1 Supplemental PAGA Distribution Amount, the un-awarded amount will be delivered to Legal Aid
2 at Work at the same time as delivery of uncashed funds pursuant to Paragraph 3.7.8. The
3 Supplemental PAGA Distribution Amount shall be allocated as follows:

4 3.5.1.4.1 Supplemental PAGA LWDA Payment. Seventy-five
5 percent (75%) of the Supplemental PAGA Distribution Amount approved by the Court shall be
6 paid to the LWDA.

7 3.5.1.4.2 Additional PAGA Employee Payments. Twenty-five
8 percent (25%) of the Supplemental PAGA Distribution Amount approved by the Court shall be
9 paid to the Additional PAGA Employees. Each Additional PAGA Employee will be paid \$.03 for
10 each pay period s/he worked for Defendant in a non-exempt position at one or more Target
11 distribution centers in California during the PAGA Period. The Additional PAGA Employee
12 Payments will be allocated 100% as penalties and interest and will be subject to IRS Form 1099
13 reporting.

14 3.5.1.5 Additional Class Member Payments. Defendant shall pay each
15 Participating Additional Class Member an Additional Class Member Payment. The Additional
16 Class Member Payments are made to resolve the Class Claims on behalf of the Additional Class
17 Members. The Additional Class Member Payments shall be payable from the Supplemental Gross
18 Settlement Amount. Each Additional Class Member Payment shall be paid at the same rate as
19 such payments were made under the Original Settlement Agreement (i.e., \$2.47 per qualifying
20 workweek). The Additional Class Member Payments will be allocated: 20% wages subject to
21 deduction for employee-side employment taxes and withholdings, and IRS Form W-2 reporting;
22 and 80% as penalties, interest, and reimbursement of expenses, and will be subject to IRS Form
23 1099 reporting.

24 3.5.2 Released Class Claims. Upon the Effective Date and full funding of the
25 Supplemental Gross Settlement Amount, Plaintiffs – on behalf of Participating Additional Class
26 Members – fully and irrevocably release the Released Parties from the Class Claims, as defined in
27 Paragraph 1.9, in exchange for the consideration provided by this Supplemental Settlement
28 Agreement (“Released Class Claims”). All Released Class Claims are released for the Class

1 Period. Participating Additional Class Members may discover facts in addition to or different
2 from those they now know or believe to be true with respect to the subject matter of the Released
3 Class Claims but, upon the Effective Date, shall be deemed to have, and by operation of the
4 Supplemental Final Approval Order and Judgment shall have, fully, finally, and forever settled
5 and released any and all of the Released Class Claims. It is the intent of the Parties that the
6 Supplemental Final Approval Order and Judgment entered by the Court pursuant to this
7 Agreement shall have full *res judicata* effect and be final and binding upon Participating
8 Additional Class Members regarding the Released Class Claims.

9 3.5.3 Released PAGA Claims. Upon the Effective Date and full funding of the
10 Supplemental Gross Settlement Amount, Plaintiffs – on behalf of the State of California and
11 Additional PAGA Employees – fully and irrevocably release the Released Parties from the PAGA
12 Claims, as defined in Paragraph 1.21, in exchange for the consideration provided by this
13 Supplemental Settlement Agreement (“Released PAGA Claims”). All Released PAGA Claims
14 are released for the PAGA Period. The State of California and Additional PAGA Employees may
15 discover facts in addition to or different from those they now know or believe to be true with
16 respect to the subject matter of the Released PAGA Claims, but upon the Effective Date, shall be
17 deemed to have, and by operation of the Supplemental Final Approval Order and Judgment shall
18 have, fully, finally, and forever settled and released any and all of the Released PAGA Claims. It
19 is the intent of the Parties that the Supplemental Final Approval Order and Judgment entered by
20 the Court shall have full *res judicata* effect and be final and binding upon the State of California
21 and Additional PAGA Employees regarding the Released PAGA Claims.

22 3.6 **Settlement Administration Procedures.**

23 3.6.1 Settlement Approval And Implementation Procedures. As part of this
24 Supplemental Settlement, the Parties agree to the following procedures for obtaining the Court’s
25 Preliminary Approval of the Supplemental Settlement, notifying Additional Class Members of the
26 Supplemental Settlement, obtaining the Court’s Final Approval of the Supplemental Settlement,
27 and disbursing payments under the Supplemental Settlement.

28 3.6.2 Supplemental Preliminary Approval And Certification. As soon as

1 practicable after execution of this Supplemental Settlement Agreement, Plaintiffs will submit this
2 Supplemental Settlement Agreement to the Court for preliminary approval. Plaintiffs' submission
3 will include this Supplemental Settlement Agreement, including **Exhibits A-D**, and any motions,
4 memoranda, and evidence as may be necessary for the Court to determine that this Supplemental
5 Settlement Agreement is fair, reasonable, and adequate for purposes of preliminary approval.
6 Defendant agrees not to oppose Plaintiffs' motion for a Supplemental Preliminary Approval
7 Order unless the motion is inconsistent with the terms set forth in this Supplemental Settlement
8 Agreement.

9 3.6.3 LWDA Notice. Pursuant to California Labor Code section 2699(I), Class
10 Counsel will provide a copy of this Supplemental Settlement Agreement to the LWDA
11 concurrently with the filing of the motion for Supplemental Preliminary Approval. Class Counsel
12 will also file a declaration in support of the motion for Supplemental Preliminary Approval
13 confirming that they have submitted the Supplemental Settlement Agreement to the LWDA in
14 compliance with former California Labor Code section 2699(I). The Parties intend to and believe
15 that the notice pursuant to the procedures described in this paragraph comply with the
16 requirements of PAGA, and the Parties will request that the Court adjudicate the validity of the
17 notice to the LWDA in the motion for final approval of the Supplemental Settlement.

18 3.6.4 Additional Employee List. No more than fifteen (15) calendar days after
19 entry of the Supplemental Preliminary Approval Order, Defendant shall provide the Settlement
20 Administrator with the Additional Employee List for purposes of mailing the Notice of
21 Supplemental Settlement to Additional Class Members. Because employees' sensitive personal
22 information is included in the Additional Employee List, the Settlement Administrator shall
23 maintain the Additional Employee List securely in accordance with the Information Security and
24 Services Agreement attached hereto as **Exhibit D**. Access to such Additional Employee List shall
25 be limited to employees of the Settlement Administrator with a need to use the Additional
26 Employee List for administration of the Supplemental Settlement.

27 3.6.5 Notice By First Class U.S. Mail. Upon receipt of the Additional Employee
28 List, the Settlement Administrator will conduct a national change of address search and a skip

1 trace for the most current address of all former employee Additional Class Members and will
2 update such former employees' addresses as necessary. Twenty-one (21) calendar days after
3 receipt of the Additional Employee List, the Settlement Administrator shall mail the Notice of
4 Supplemental Settlement to all Additional Class Members by First Class U.S. Mail. The address
5 identified by the Settlement Administrator as the current mailing address shall be presumed to be
6 the best mailing address for each Additional Class Member.

7 3.6.6 Undeliverable Notices. Any Notice of Supplemental Settlement returned to
8 the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address
9 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make
10 reasonable efforts to obtain an updated mailing address. If an updated address is identified, the
11 Settlement Administrator shall re-mail the Notice of Supplemental Settlement to the Additional
12 Class Member within seven (7) calendar days of the date of the return of the Notice of
13 Supplemental Settlement. The re-mailing of an Additional Class Member's Notice of
14 Supplemental Settlement shall not extend the Response Deadline for that Additional Class
15 Member. If, for any reason, an Additional Class Member's individual Notice of Settlement is
16 returned as non-deliverable, no valid forwarding address is provided, and the Settlement
17 Administrator is unable to locate a valid address before settlement checks are mailed, the
18 Settlement Administrator will not mail such individual's Additional Class Member Payment or
19 Additional PAGA Employee Payment, if any. If, however, an Additional Class Member provides
20 a valid mailing address at least thirty (30) calendar days before the Void Date, the Settlement
21 Administrator shall mail that Class Member's settlement check to the address provided. Any such
22 mailing shall not extend the Void Date. If no valid address is provided, the Settlement
23 Administrator will hold the monies associated with any undeliverable payment(s) until the Void
24 Date, at which time the funds shall be delivered to Legal Aid at Work, pursuant to Paragraph
25 3.7.8.

26 3.6.7 Notice Satisfies Due Process. Compliance with the notice procedures
27 specified in this Supplemental Settlement Agreement shall constitute due and sufficient notice to
28 Additional Class Members of this Settlement and shall satisfy the requirements of due process.

1 Nothing else shall be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the
2 Settlement Administrator to provide notice of the Supplemental Settlement. In the event the
3 procedures in this Supplemental Settlement Agreement are followed and the intended recipient of
4 a Notice of Supplemental Settlement still does not receive the Notice of Supplemental Settlement,
5 the intended recipient shall remain a Participating Additional Class Member and will be bound,
6 upon the Effective Date, by all terms of the Supplemental Settlement and any Supplemental Final
7 Approval Order and Judgment entered by the Court.

8 3.6.8 Requests For Exclusion.

9 3.6.8.1 Additional Class Members' Requests For Exclusion. The Notice of
10 Supplemental Settlement shall state that Additional Class Members who wish to exclude
11 themselves from the class action aspects of the Supplemental Settlement must submit a written
12 Request for Exclusion to the Settlement Administrator by the Response Deadline. To be valid, the
13 Request for Exclusion must: (a) contain the full name, address, and last four digits of the social
14 security number of the person requesting exclusion; (b) be signed by the person requesting
15 exclusion; and (c) state in substance: "I wish to exclude myself from the Supplemental Settlement
16 in the *Target Wage and Hour Cases*, Superior Court of California, County of San Bernardino,
17 Case No. JCCP 5259." If the Request for Exclusion does not contain the information listed in (a)-
18 (c) or is not postmarked by the Response Deadline and returned to the Settlement Administrator
19 at the specified address, it will not be deemed a timely and valid Request for Exclusion. The date
20 of the postmark on the return mailing envelope shall be the exclusive means used to determine
21 whether a Request for Exclusion has been timely submitted. Any Additional Class Member who
22 submits a timely and valid Request for Exclusion will not be entitled to an Additional Class
23 Member Payment and will not be bound by the release of the Released Class Claims. Any
24 Additional Class Member who submits a timely and valid Request for Exclusion will not have
25 any right to object to, appeal, or comment on the Supplemental Settlement. Additional Class
26 Members who do not submit a timely and valid Request for Exclusion on or before the Response
27 Deadline shall be deemed Participating Additional Class Members and will be bound by all terms
28 of the Supplemental Settlement and the Supplemental Final Approval Order and Judgment

1 entered in this Action. The Parties agree there is no statutory or other right for any Additional
2 PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA portion of
3 the Supplemental Settlement. Under no circumstances will an Additional Class Member who has
4 submitted a timely and valid Request for Exclusion be considered to have opted out of the
5 Supplemental PAGA Distribution Amount portion of the Settlement or the Released PAGA
6 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 Additional Class Members who have submitted
10 timely and valid Requests for Exclusion, including their name and social security number; and (b)
11 Class Counsel with a summary report that includes only the number of Requests for Exclusion
12 received by the Settlement Administrator from Additional Class Members.

13 3.6.9 Notices of Objections. Additional Class Members shall be given an
14 opportunity to object to the settlement of the Class Claims by submitting a Notice of Objection.
15 The Notice of Supplemental Settlement shall state that Additional Class Members who wish to
16 object to the Supplemental Settlement must submit a written Notice of Objection to the
17 Settlement Administrator by the Response Deadline. To be valid, the Notice of Objection must:
18 (a) contain the full name, address and last four digits of the social security number of the
19 Additional Class Member; (b) state the case name and number, *Target Wage and Hour Cases*,
20 Superior Court of California, County of San Bernardino, Case No. JCCP 5259; the basis for the
21 objection; and whether the Additional Class Member intends to appear at the Supplemental Final
22 Approval Hearing; and (c) be signed by the Additional Class Member. If the Notice of Objection
23 does not contain the information listed in (a)-(c) or is not mailed to the Settlement Administrator
24 by the Response Deadline, it will not be deemed a timely and valid Notice of Objection to this
25 Supplemental Settlement. The date of the postmark on the service mailing envelope for the
26 Settlement Administrator shall be the exclusive means used to determine whether a Notice of
27 Objection has been timely submitted to the Settlement Administrator. Additional Class Members
28

1 will have a right to appear at the Supplemental Final Approval Hearing to have their objections
2 heard by the Court.

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

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

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

23 3.6.13 Entry Of Supplemental Final Approval Order and Judgment. If the Court
24 approves this Supplemental Settlement at or after the final approval hearing, the Parties shall
25 request that the Court enter a Supplemental Final Approval Order and Judgment, substantially in
26 the form of **Exhibit C**. After issuing the Supplemental Final Approval Order and Judgment, the
27 Court shall retain jurisdiction over the Parties to enforce and implement the terms of the
28 Supplemental Final Approval Order and Judgment.

1 3.7 **Funding And Allocation Of Supplemental 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 Supplemental Settlement Fund Account as specified in this Supplemental Settlement Agreement
5 and approved by the Court, including: (a) the Supplemental Class Counsel Costs Award; (b) the
6 Supplemental Settlement Administration Costs; (c) the Supplemental PAGA LWDA Payment;
7 (d) the Additional PAGA Employee Payments; and (e) the Additional Class Member Payments.
8 Prior to the Effective Date, the Settlement Administrator will also provide the Parties with the
9 amount of employer-side taxes on the wage component of the Additional Class Member
10 Payments.

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

16 3.7.3 Payment of Supplemental Class Counsel Costs Award. Within fourteen
17 (14) calendar days following the funding of the Supplemental Gross Settlement Amount, the
18 Settlement Administrator shall distribute from the Supplemental Settlement Fund Account the
19 Supplemental Class Counsel Costs Award to Class Counsel. The Settlement Administrator shall
20 issue an IRS Form 1099 to each Class Counsel for the payments made pursuant to this paragraph.
21 Except as previously ordered in the final approval order dated December 5, 2024 (the December
22 5, 2024 Order), neither Class Counsel nor any other current or past counsel for Plaintiffs shall be
23 permitted to petition the Court for, or to accept, any additional payments for attorneys' fees, costs,
24 interest, or any other amount from Defendant except as specified above. Except as set forth in the
25 December 5, 2024 Order, Defendant's payment of the Supplemental Class Counsel Costs Award
26 shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or
27 law firm, including but not limited to attorneys' fees, expenses, or costs in the Action, including
28 this Supplemental Settlement, incurred by any other attorney or law firm which any of them may

1 claim to have incurred on behalf of Plaintiffs, Additional Class Members, the State of California,
2 and/or Additional PAGA Employees.

3 3.7.4 Payment of Supplemental Settlement Administration Costs. Within
4 fourteen (14) calendar days following the funding of the Supplemental Gross Settlement Amount,
5 the Settlement Administrator shall pay from the Supplemental Settlement Fund Account the
6 Court-approved Supplemental Settlement Administration Costs.

7 3.7.5 Payment of Supplemental PAGA LWDA Payment. Within fourteen (14)
8 calendar days following the funding of the Supplemental Gross Settlement Amount, the
9 Settlement Administrator shall issue from the Supplemental Settlement Fund Account a check
10 payable to the LWDA for the Supplemental PAGA LWDA Payment (*i.e.*, the LWDA's seventy-
11 five percent (75%) share of the Supplemental PAGA Distribution Amount).

12 3.7.6 Payment of Additional PAGA Employee Payments. Within fourteen (14)
13 calendar days following the funding of the Supplemental Gross Settlement Amount, the
14 Settlement Administrator shall distribute from the Supplemental Settlement Fund Account to
15 Additional PAGA Employees their portion of the collective twenty-five percent (25%) share of
16 the Supplemental PAGA Distribution Amount. One hundred percent (100%) of each Additional
17 PAGA Employee Payment shall be allocated to miscellaneous income for which an IRS Form
18 1099 will issue, if required by law. The Parties make no representations as to the tax treatment or
19 legal effect of the Additional PAGA Employee Payments, and Additional PAGA Employees are
20 not relying on any statement or representation by the Parties in this regard. Additional PAGA
21 Employees will be solely responsible for the payment of any taxes and penalties assessed on the
22 Additional PAGA Employee Payments.

23 3.7.7 Payment of Additional Class Member Payments. Within fourteen (14)
24 calendar days following the funding of the Supplemental Gross Settlement Amount, the
25 Settlement Administrator shall distribute from the Supplemental Settlement Fund Account the
26 Additional Class Member Payments to Participating Additional Class Members. Eighty percent
27 (80%) of each Additional Class Member Payment shall be allocated as penalties, interest, and
28 reimbursement of expenses, for which an IRS Form 1099 will issue, if required by law. Twenty

1 percent (20%) of each Additional Class Member Payment shall be allocated as wages subject to
2 standard employee-side tax deductions and withholdings, for which an IRS Form W-2 will issue.
3 Defendant shall be solely responsible for the payment of the employer's share of payroll taxes on
4 all portions of Additional Class Member Payments allocated as wages, which shall be paid
5 separate and apart from, and in addition to, the Supplemental Gross Settlement Amount. The
6 Parties make no representations as to the tax treatment or legal effect of the Additional Class
7 Member Payments, and Participating Additional Class Members are not relying on any statement
8 or representation by the Parties in this regard.

9 3.7.8 Void Date for Uncashed Checks. Any checks issued to Participating
10 Additional Class Members or Additional PAGA Employees shall remain valid and negotiable for
11 one hundred and eighty (180) calendar days from the date of their issuance and then shall become
12 void on the 181st day after mailing, *i.e.*, the Void Date. The Parties agree that any checks that
13 remain uncashed after the Void Date shall be transmitted by the Settlement Administrator within
14 fourteen (14) calendar days of the Court's amended judgment authorizing distribution of
15 uncashed checks to Legal Aid at Work. The Parties shall file a stipulation and proposed amended
16 judgment within fourteen (14) calendar days of the Void Date.

17 3.8 **Miscellaneous.**

18 3.8.1 No Effect On Employee Benefits. Amounts paid to Participating
19 Additional Class Members and Additional PAGA Employees pursuant to this Supplemental
20 Settlement Agreement do not count as earnings or compensation for purposes of any benefits
21 (*e.g.*, 401(k) plans or retirement plans) sponsored by Defendant.

22 3.8.2 Nullification Of Supplemental Settlement Agreement. In the event: (a) the
23 Court does not enter the Supplemental Preliminary Approval Order as provided herein; (b) the
24 Court does not enter a Supplemental Final Approval Order and Judgment as provided herein; or
25 (c) the Supplemental Settlement does not become final for any other reason, this Supplemental
26 Settlement Agreement shall be null and void and any order entered by the Court in furtherance of
27 this Supplemental Settlement shall be treated as void from the beginning. In such case, any funds
28 to be awarded under this Supplemental Settlement shall be returned to their respective statuses as

1 of the date and time immediately prior to the execution of this Supplemental Settlement
2 Agreement and the Parties shall proceed in all respects as if this Supplemental Settlement
3 Agreement had not been executed, except that any Supplemental Settlement Administration Costs
4 already incurred by the Settlement Administrator shall be paid by the Parties in equal shares. In
5 the event an appeal is filed from the Court's Supplemental Final Approval Order and Judgment or
6 from an order denying any motion to intervene, or any other appellate review is sought, the
7 administration of the Supplemental Settlement shall be stayed pending final resolution of the
8 appeal and Defendant will not be required to fund this Supplemental Settlement until and unless
9 the Effective Date is reached.

10 3.8.3 Exhibits. The terms of this Supplemental Settlement Agreement include the
11 terms set forth in the attached **Exhibits A-D**, which are incorporated by this reference as though
12 fully set forth herein. All **Exhibits A-D** to this Supplemental Settlement Agreement are an
13 integral part of the Supplemental Settlement.

14 3.8.4 Headings. The descriptive headings of any paragraphs or sections of this
15 Supplemental Settlement Agreement are inserted for convenience only and do not constitute a
16 part of this Supplemental Settlement Agreement.

17 3.8.5 Interim Stay Of Proceedings. The Parties agree to stay all proceedings in
18 the Action, except such proceedings necessary to implement and complete this Supplemental
19 Settlement, pending the Supplemental Final Approval Hearing to be conducted by the Court.

20 3.8.6 Amendment Or Modification. This Supplemental Settlement Agreement
21 may be amended or modified only by a written instrument signed by all Parties or their
22 successors-in-interest.

23 3.8.7 Entire Agreement. This Supplemental Settlement Agreement and the
24 attached **Exhibits A-D** constitute the entire agreement among the Parties regarding settlement of
25 the claims of Additional Class Members and Additional PAGA Employees, and no oral or written
26 representations, warranties, or inducements have been made to any Party concerning this
27 Supplemental Settlement Agreement or its **Exhibits A-D** other than the representations,
28 warranties, and covenants contained and memorialized in the Supplemental Settlement

1 Agreement and its **Exhibits A-D**.

2 3.8.8 Authorization To Enter Into Supplemental Settlement Agreement. The
3 person signing this Supplemental Settlement Agreement on behalf of Defendant represents and
4 warrants that she or he is authorized to sign this Supplemental Settlement Agreement on behalf of
5 Defendant. Plaintiffs represent and warrant that they are authorized to sign this Supplemental
6 Settlement Agreement and that they have not assigned any claim covered by this Supplemental
7 Settlement to a third party. The Parties and their counsel agree to cooperate with each other fully
8 and to use their best efforts to affect the implementation of the Supplemental Settlement. Such
9 cooperation includes, but is not limited to, execution of such other documents and the taking of
10 such other actions as may be reasonably necessary to fulfill the terms of this Supplemental
11 Settlement. In the event the Parties are unable to reach agreement on the form or content of any
12 document needed to implement the Supplemental Settlement or on any supplemental provisions
13 that may become necessary to effectuate the terms of this Supplemental Settlement, the Parties
14 may seek the assistance of the Court to resolve such disagreement.

15 3.8.9 Binding On Successors And Assigns. This Supplemental Settlement
16 Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the
17 Parties hereto, as previously defined.

18 3.8.10 California Law Governs. All terms of this Supplemental Settlement
19 Agreement and the **Exhibits A-D** hereto shall be governed by and interpreted according to the
20 laws of the State of California.

21 3.8.11 This Supplemental Settlement Is Fair, Reasonable, And Adequate. The
22 Parties believe this Supplemental Settlement is a fair, reasonable, and adequate settlement of the
23 Action as it relates to Additional Class Members and Additional PAGA Employees and have
24 arrived at this Supplemental Settlement after lengthy, extensive arms-length negotiations, taking
25 into account all relevant factors, present and potential. This Supplemental Settlement Agreement
26 shall not be construed in favor of or against any of the Parties by reason of their participation in
27 the drafting of this Supplemental Settlement Agreement.

1 3.8.12 Publicity. Plaintiffs and Class Counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any inquiry from the press about this
3 case, or otherwise publicize the Action, the facts of the Action, or the outcome of the
4 Supplemental Settlement. Plaintiffs and Class Counsel also agree not to publish the terms of the
5 Supplemental Settlement or any related information on their website(s), for advertising purposes,
6 and/or in publication materials generally available to the public. This provision shall not prevent
7 Class Counsel from referring to this Supplemental Settlement in court-filed “adequacy of
8 counsel” showings in other class and representative actions.

9 3.8.13 Notices. Unless otherwise specifically provided, all notices, demands or
10 other communications in connection with this Supplemental Settlement Agreement shall be: (a) in
11 writing; (b) deemed given on the third business day after mailing; and (c) sent via United States
12 registered or certified mail, return receipt requested, addressed as follows:

TO PLAINTIFFS:	TO DEFENDANT:
13 14 BLUMENTHAL NORDREHAUG 15 BHOWMIK DE BLOUW LLP 16 Norman Blumenthal 17 norm@bamlawca.com 18 Kyle Nordrehaug 19 Kyle@bamlawca.com 20 2255 Calle Clara 21 La Jolla, CA 92037 22 Paul K. Haines 23 phaines@haineslawgroup.com 24 Fletcher W. Schmidt 25 fschmidt@haineslawgroup.com 26 Matthew K. Moen 27 mmoen@haineslawgroup.com 28 Haines Law Group, APC 2155 Campus Drive, Suite 180 El Segundo, California 90245 JAMES HAWKINS APLC James R. Hawkins james@jameshawkinsaplc.com Christina M. Lucio christina@jameshawkinsaplc.com Mitchell J. Murray	DLA Piper LLP (US) Julie Dunne julie.dunne@us.dlapiper.com Joseph Kim joseph.kim@us.dlapiper.com 4365 Executive Drive, Suite 1100 San Diego, California 92121-2133

1 mitchell@jameshawkinsapl.com
2 9880 Research Dr., Suite 200
3 Irvine, California 92618

4 3.8.14 Execution By Additional Class Members. It is agreed that it is impossible or
5 impractical to have each Additional Class Member execute this Supplemental Settlement
6 Agreement. The Notice of Supplemental Settlement will therefore advise all Additional Class
7 Members of the binding nature of the Supplemental Settlement and the Released Class Claims,
8 which release shall have the same force and effect as if each Additional Class Member executed
9 this Supplemental Settlement Agreement individually (excepting only those Additional Class
10 Members from the Additional Class Member Payment who return a timely and valid Request for
11 Exclusion).

12 3.8.15 Counterparts. This Supplemental Settlement Agreement shall become
13 effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, and Defendant
14 may execute this Supplemental Settlement Agreement in counterparts, which shall have the same
15 force and effect as if each had signed the same instrument. Copies of the executed settlement
16 agreement shall be effective for all purpose as though the signatures contained therein were
17 original signatures. Electronic signature (*e.g.*, Docu-signed signatures) shall be permitted to
18 execute this Supplemental Settlement Agreement.

19 Dated: 02/11/25 _____

By:

21 
Gustavo medina (Feb 11, 2025 09:45 PST)
22 _____
23 GUSTAVO MEDINA
24 PLAINTIFF

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Dated: 2-16-25

DEFENDANT TARGET CORPORATION

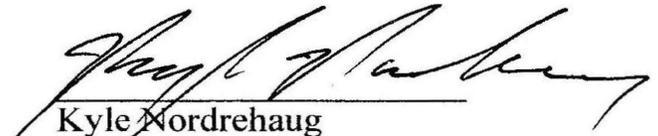
By: 

Name: Adam Klarfeld
Title: SR Director and AGC

Dated: 2/12/25

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

By:


Kyle Nordrehaug
Attorney for Plaintiffs

Dated: 02/11/2025

JAMES HAWKINS APLC

By:


JAMES R. HAWKINS
CHRISTINA M. LUCIO
Attorney for Plaintiffs

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Dated: February 11, 2025

HAINES LAW GROUP, APC

By:



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