

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement” or “Agreement”) is made by and between Arthur Barnes (“Barnes”), Joseph D. Ornelas (“Ornelas”), and Rodney Alan Robinson, Jr. (“Robinson”) (each a “Plaintiff,” and collectively, “Plaintiffs”), and Target Corporation (“Target”). Plaintiffs and Target collectively are referred to in this Agreement as the “Parties,” and each as a “Party.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Actions” means (i) the consolidated civil actions entitled “*Arthur Barnes, on behalf of himself and all others similarly situated, Plaintiff v. Target Corporation, a Minnesota Corporation; and Does 1 through 10, Defendants,*” San Bernardino Superior No. CIVDS2007761 (the “*Barnes Action*”); “*Arthur Barnes, on behalf of himself and all other aggrieved employees, Plaintiff v. Target Corporation, a Minnesota Corporation; and Does 1 through 10, Defendant,*” San Bernardino Superior No. CIVDS2012750 (the “*Barnes II Action*”); and “*Joseph D. Ornelas and Rodney Alan Robinson, Jr., on behalf of themselves and all others similarly situated, Plaintiffs v. Target Corporation, a Minnesota corporation, and Does 1 through 10, Defendants,*” San Bernardino Superior No. CIVDS2004578 (the “*Ornelas II Action*”) (collectively, the “Consolidated Actions”), pending before the Superior Court of California, County of San Bernardino (the “Superior Court”); and (ii) the civil action entitled “*Joseph D. Ornelas and Rodney Alan Robinson, Jr., on behalf of themselves and all others similarly situated, Plaintiffs v. Target Corporation, a Minnesota corporation, and Does 1 through 100, Defendants,*” U.S.D.C., C.D. Cal., No. 5:19-cv-01814-JVS-SP (the “*Ornelas Action*”), pending before the United States District Court for the Central District of California (the “District Court”).
- B. “CAFA Notice” means a notice of proposed settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, substantially in the form evidenced by Exhibit F to this Agreement.
- C. “Class” means (i) all non-exempt team members who worked for Target under an alternative workweek schedule at one or more of Target’s seven California distribution centers from March 21, 2019, through August 11, 2019 (the “AWS Class”); and/or (ii) all non-exempt team members who worked for Target at one or more of Target’s seven California distribution centers from March 21, 2019, to the date the Superior Court grants preliminary approval of the Settlement (the “myTime Class”). The Class does not include any individuals who already have resolved the claims asserted in the Actions, whether by settlement or adjudication. The parties agree that the class described here shall be certified by the Superior Court for settlement purposes only.

- D. “Class Counsel” means Torey Joseph Favarote of Gleason Favarote LLP and Joseph R. Becerra of Becerra Law Firm.
- E. “Class Counsel Fees and Expenses Payment” means the amount awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses in connection with the Actions, including their pre-filing investigation, their commencement of the Actions and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- F. “Class Members” means all members of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- H. “Class Notice Packet” means the Class Notice (Exhibit A) and, as evidenced by the exhibits to this Agreement, the forms of Class Member Settlement Information Sheet (Exhibit B) and Election Not to Participate in Settlement (Exhibit C).
- I. “Class Period” means (i) the period of time from March 21, 2019, through August 11, 2019 (the “AWS Class Period”); and/or (ii) the period of time from March 21, 2019, through the date that the Superior Court grants preliminary approval of the Settlement (the “myTime Class Period”).
- J. “Class Representative Payments” means the payments made, in addition to their respective Settlement Shares, to Plaintiffs in their capacity as Class Representatives to compensate them for initiating and pursuing the Actions, undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Actions, and granting the general release under the Settlement.
- K. “Effective Date” means the date by which all of the following have occurred:
1. Target has not voided this Settlement pursuant to section III.E.6. of this Agreement;
 2. the Superior Court enters the Judgment; and
 3. the Judgment becomes Final.
- L. “Final” means the last of the following dates, as applicable:
1. The last date on which a notice of appeal from the Judgment may be filed, and none is filed.

2. If a timely appeal from the Judgment is filed, the later of the following dates:
 - a. the last date by which a petition for review to the California Supreme Court of a decision by the California Court of Appeal affirming the Judgment may be filed, and none is filed;
 - b. if a petition for review by the California Supreme Court, seeking review of the Judgment or of the California Court of Appeal's decision on an appeal from the Judgment is timely filed, the date on which the California Supreme Court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment;
 - c. the last date by which a petition for *certiorari* to the United States Supreme Court seeking review of the decision by the California Supreme Court or the California Court of Appeal affirming the Judgment may be filed, and none is filed; or
 - d. if a petition for *certiorari* to the United States Supreme Court seeking review of the decision by the California Supreme Court or the California Court of Appeal affirming the Judgment is timely filed, the date on which the United States Supreme Court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.
- M. "Final Approval Hearing" means the hearing to be conducted by the Superior Court to determine whether to approve finally and implement the terms of this Agreement.
- N. "Judgment" means the Order Granting Final Approval of Class Action Settlement and Entering Final Judgment entered by the Superior Court in substantially the same form evidenced by Exhibit G to this Agreement and incorporated by reference into this Agreement.
- O. "LWDA Payment" means the amount payable from the Maximum Settlement Amount to the California Labor and Workforce Development Agency (the "LWDA") as specified in section III.C.3 of this Agreement. The LWDA Payment is \$300,000.00.
- P. "Maximum Settlement Amount" means the maximum amount to be paid by Target as provided by this Agreement. The Maximum Settlement Amount is \$14,000,000.00.
- Q. "Net Settlement Amount" means the Maximum Settlement Amount, less (as approved by the Superior Court) (i) the LWDA Payment; (ii) the Class Representative Payments; (iii) the Class Counsel Fees and Expenses Payment (which includes all attorneys' fees and expenses incurred to date and to be

incurred in documenting the Settlement, securing court approval of the Settlement, attending to the administration of the Settlement, and obtaining dismissal of the Actions); (iv) the Settlement Administrator's fees and expenses; (v) the employer's share of payroll taxes applicable to Settlement Shares; and (vi) any other fees or expenses (other than attorneys' fees and expenses) incurred in implementing the terms and conditions of this Agreement and securing the Judgment pursuant to the Agreement.

- R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*
- S. "PAGA Allocation" means the amount payable from the Maximum Settlement Amount for the settlement of Plaintiffs' claims under PAGA. The PAGA Allocation is \$400,000.00.
- T. "PAGA Notice" means a notice of proposed settlement pursuant to PAGA, substantially in the form evidenced by Exhibit E to this Agreement.
- U. "Preliminary Approval of the Settlement" means the Superior Court's preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties agree.
- V. "Settlement Administrator" means the administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.
- W. "Settlement Share" means the portion of the Net Settlement Amount allocable to each Class Member as provided by this Agreement. Unless otherwise indicated, "Settlement Shares" refers to AWS Settlement Shares and myTime Settlement Shares.
- X. "Target's Counsel" means Jeffrey D. Wohl, Ryan D. Derry, Paul A. Holton, and Anna M. Skaggs of Paul Hastings LLP.

II. RECITALS

- A. On August 16, 2019, Ornelas and Robinson gave notice to the LWDA of their allegations against Target in the *Ornelas* Action pursuant to PAGA. The LWDA did not indicate within 60 days after receiving the notice that it intended to investigate the allegations.
- B. On August 19, 2019, Ornelas and Robinson commenced the *Ornelas* Action in the Superior Court. In the *Ornelas* Action, plaintiffs allege that, in six of Target's seven California Distribution Centers, Target failed to pay overtime wages; failed to provide itemized wage statements; and failed to pay all wages due upon termination. On September 20, 2019, Target removed the *Ornelas* Action to the District Court pursuant to diversity-of-citizenship jurisdiction, as modified by CAFA. On October 23, 2019, Ornelas and Robinson filed an amended complaint in the *Ornelas* Action, adding a claim for civil penalties under PAGA.

- C. On February 11, 2020, Ornelas and Robinson gave notice to the LWDA of their allegations against Target in the *Ornelas II* Action pursuant to PAGA. Ornelas and Robinson also gave the LWDA notice of their allegation that Target failed to pay team members reporting-time pay. The LWDA did not indicate within 60 days after receiving the notice that it intended to investigate the allegations.
- D. On February 13, 2020, Ornelas and Robinson commenced the *Ornelas II* Action in the Superior Court. In the *Ornelas II* Action, plaintiffs allege that, in all of Target's California Distribution Centers, Target failed to reimburse for business expenses.
- E. On March 2, 2020, Barnes gave notice to the LWDA of his allegations against Target in the *Barnes II* Action pursuant to PAGA. The LWDA did not indicate within 60 days after receiving the notice that it intended to investigate the allegations.
- F. On March 13, 2020, Barnes commenced the *Barnes* Action in the Superior Court. In the *Barnes* Action, Barnes alleges that, in the one California Distribution Center not at issue in the *Ornelas* Action, Target failed to pay overtime wages; failed to provide itemized wage statements; and failed to pay all wages due upon termination.
- G. On June 23, 2020, Barnes commenced the *Barnes II* Action in the Superior Court. In the *Barnes II* Action, Barnes brings the same substantive allegations as he brings in the *Barnes* Action, but he brings only one cause of action seeking civil penalties under PAGA.
- H. On October 28, 2020, the Superior Court ordered the *Barnes* Action, *Barnes II* Action, and *Ornelas II* Action consolidated, resulting in the Consolidated Actions.
- I. Target denies all of Plaintiffs' material allegations in the Actions. Specifically, Target contends, among other things, that Plaintiffs were paid all wages to which they were entitled and were paid those wages timely; that Plaintiffs either did not incur any reimbursable expenses or were paid all such expenses; that there is no basis to award liquidated damages or penalties; that a class could not be appropriately certified in the Actions; and if a class were certified, Target's defenses to Plaintiffs' claims would be applicable to the claims of the class.
- J. On August 31, 2020, the Parties participated in a mediation presided over by David Rotman of Mediated Negotiations. In advance of the mediation, Target took the deposition of Ornelas and Robinson; Ornelas and Robinson took depositions of Target's corporate witnesses; the parties produced documents to each other; and Target provided Class Counsel with payroll and timekeeping data. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Actions. Following the mediation, the Parties agreed to settle the Actions, and all other matters covered by this Agreement, pursuant to the terms and conditions of this Agreement. This

Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties.

- K. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Target that Plaintiffs' claims in the Actions have merit or that it has any liability to Plaintiffs or the Class on those claims.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. Maximum Settlement Amount.

1. Subject to the terms and conditions of this Agreement, the Maximum Settlement Amount that Target may be obligated to pay in connection with the Settlement of the Actions is \$14,000,000.00. This amount will cover (as approved by the Superior Court) (i) the LWDA Payment; (ii) all Settlement Shares paid to Class Members; (iii) the Class Representative Payments; (iv) the Class Counsel Fees and Expenses Payment (which includes all attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement, securing court approval of the Settlement, attending to the administration of the Settlement, and obtaining dismissal of the Actions); (v) the Settlement Administrator's fees and expenses; (vi) the employer's share of payroll taxes applicable to Settlement Shares; and (vii) any other fees or expenses (other than attorneys' fees and expenses) incurred in implementing the terms and conditions of this Agreement and securing the Judgment pursuant to the Agreement. Target will not be required to pay the Maximum Settlement Amount until (i) the Judgment becomes Final and (ii) the *Ornelas* Action is dismissed by the District Court with prejudice pursuant to the Parties' stipulation. Once those conditions are satisfied, Target will pay the Maximum Settlement Amount within 10 days after the later of those two events occurs.

- B. **Settlement Shares.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to Class Members as follows:

1. Calculation.

- a. The Net Settlement Amount will be split into the "AWS Net Settlement Amount" (87.5% of the Net Settlement Amount) and the "myTime Net Settlement Amount" (12.5% of the Net Settlement Amount).
- b. Each AWS Class Member's AWS Settlement Share will equal the AWS Net Settlement Amount times the ratio of the number of

workweeks worked under an alternative workweek schedule by the AWS Class Member for Target at any of its seven California Distribution Centers from March 21, 2019, through August 11, 2019 (the “AWS Settlement Period”) to the total number of workweeks worked under an alternative workweek schedule by all such AWS Class Members for Target at any of its seven California Distribution Centers during the AWS Settlement Period (other than those who elected not to participate in the Settlement).

- c. Each myTime Class Member’s myTime Settlement Share will equal the myTime Net Settlement Amount times the ratio of the number of workweeks worked by the myTime Class Member for Target at any of its seven California Distribution Centers from March 21, 2019, through the date the Superior Court grants Preliminary Approval of the Settlement (the “myTime Settlement Period”) to the total number of workweeks worked by all such myTime Class Members for Target at any of its seven California Distribution Centers during the myTime Settlement Period (other than those who elected not to participate in the Settlement). Regardless of the calculated amount, the minimum payment a myTime Class Member will receive as his or her myTime Settlement Share is \$25.00.
- d. For purposes of these calculations, a partial workweek will be rounded to the nearest whole workweek, except if a Class Member worked only a partial workweek during the applicable Settlement Period, the Class Member will be credited with a whole workweek.

2. Treatment.

- a. One-third (1/3) of each Settlement Share (the “Wage Portion”) will be treated as a payment in settlement of the Class Member’s claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Class Member a Form W-2 with respect to the Wage Portion.
- b. Two-thirds (2/3) of each Settlement Share (the “Non-Wage Portion”) will be treated as a payment in settlement of the Class Member’s claims for interest and penalties, with an amount equal to 10% of the Wage Portion allocated to interest and the balance allocated to non-interest. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; instead, the Settlement Administrator will issue to the Class Member Forms 1099-INT and 1099-MISC with respect to the Non-Wage Portion.

3. **Effect of Class Members Who Elect Not to Participate in Settlement on Others' Settlement Shares.** A Class Member who elects not to participate in the Settlement will not participate in or be bound by the Settlement; that Class Member's workweeks will not be included in the calculations of Settlement Shares for those Class Members who remain in the Class; and the Settlement Share that otherwise would have been payable to such a Class Member will be retained in the Net Settlement Amount for distribution to all other Class Members who remain in the Class.

C. **Payments to Plaintiffs, Class Counsel, LWDA, and Settlement Administrator.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Maximum Settlement Amount as follows:

1. **To Plaintiffs:** In addition to his Settlement Share, each Plaintiff will apply to the Superior Court for an award of not more than \$10,000.00 as his Class Representative Payment in consideration of his initiating and pursuing the Actions, undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Actions, and granting the general release he is granting as part of the Settlement. Target will not join in, but will not oppose, each Plaintiff's request for a Class Representative Payment of up to \$10,000.00. The Settlement Administrator will pay the Class Representative Payments approved by the Superior Court (but not more than \$30,000.00 total) out of the Maximum Settlement Amount. If the Superior Court approves Class Representative Payments of less than \$30,000.00 total, the remainder will be retained in the Net Settlement Amount. Payroll tax deductions and withholdings will not be taken from the Class Representative Payments, and instead a Form 1099-MISC will be issued to each Plaintiff with respect to this payment.
2. **To Class Counsel:** Class Counsel will apply to the Superior Court for an award of (i) attorneys' fees of not more than \$4,662,000.00 and (ii) costs and litigation expenses not to exceed \$36,000.00 incurred in the Actions by Class Counsel. Target will not join in, but will not oppose, Class Counsel's request for a Class Counsel Fees and Expenses Payment of this amount. The Settlement Administrator will pay the amount approved by the Superior Court out of the Maximum Settlement Amount. If the Superior Court approves Class Counsel Fees of less than \$4,662,000.00 or Class Counsel costs and litigation expenses of less than \$36,000.00 total, the remainder will be retained in the Net Settlement Amount. Payroll tax deductions and withholdings will not be taken from the Class Counsel Fees and Expenses Payment, and instead a Form 1099-MISC will be issued to Class Counsel.

3. **To LWDA:** The Parties have agreed that \$400,000.00 of the Maximum Settlement Amount will be allocated to the settlement of the PAGA claim for civil penalties (the “PAGA Allocation”). Of the PAGA Allocation, 75% or \$300,000.00 will be paid to the LWDA (the “LWDA Payment”), and 25% or \$100,000.00 will be included in the Net Settlement Amount. The PAGA Allocation reflects the Parties’ good-faith and reasonable assessment, for purposes of settlement, of the likelihood that a PAGA representative action would be maintained; that liability under PAGA would be established; and the amount of penalties the Superior Court would award even if a PAGA representative action were maintained and liability were found. The Settlement Administrator will pay the PAGA Allocation approved by the Superior Court out of the Maximum Settlement Amount. If the Superior Court approves a PAGA Allocation of less than \$400,000.00, the remainder will be retained in the Net Settlement Amount.
4. **To the Settlement Administrator:** The Settlement Administrator will pay to itself out of the Maximum Settlement Amount its reasonable fees and expenses as approved by the Superior Court, not to exceed \$60,000.00.

D. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint a mutually acceptable Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator’s duties will include preparing, printing, and mailing to all Class Members the Class Notice Packet; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member’s new address; setting up a toll-free telephone number to receive calls from Class Members; receiving completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Class Member’s Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator’s reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Maximum Settlement Amount.

E. **Procedure for Approving Settlement.**

1. **Stipulation to Extend Date by Which the Ornelas Action May Be Reopened.** On September 5, 2020, the parties filed a Notice of Settlement

in the *Ornelas* Action, informing the District Court that the parties have reached a settlement. In light of the parties' settlement, on September 8, 2020, the District Court dismissed without prejudice the *Ornelas* Action and gave the parties 75 days to reopen the action. On October 16, the parties filed with the District Court a Stipulation to Extend Date by Which the *Ornelas* Action May Be Reopened to the date that is no sooner than 30 days after the Settlement is not finally approved by the Superior Court for any reasons. The District Court entered an order approving that stipulation on October 19, 2020. In the event that the Settlement is not finally approved, the parties will stipulate to re-open the *Ornelas* Action and place back on the District Court's calendar on the first available date Ornelas and Robinson's fully briefed motion for class certification.

2. **Amended Complaint in *Barnes* Action.** Following the District Court's approval of the Stipulation to Extend Date by Which the Ornelas Action May Be Reopened, on October 19, 2020, the Parties filed a stipulation in the *Barnes* Action requesting (i) consolidation of the Consolidated Actions into the *Barnes* Action and (ii) leave to file a First Amended Complaint in the *Barnes* Action, in connection with the Parties' motion for preliminary approval of the Settlement. The First Amended Complaint adds Ornelas and Robinson as plaintiffs and adds the claims at issue in the *Barnes II* Action, the *Ornelas* Action, and the *Ornelas II* Action. The Superior Court entered an order approving that stipulation and deeming the First Amended Complaint filed on October 28, 2020. In the event that the Settlement for any reason is not finally approved, the Parties agree to move the Superior Court to (1) de-consolidate the Consolidated Actions and (ii) deem the First Amended Complaint in the *Barnes* Action withdrawn and restore the original complaint to the docket.
3. **Motion for Preliminary Approval in the *Barnes* Action.**
 - a. The Parties jointly will file a motion (the "Motion for Preliminary Approval") with the Superior Court for an order (as evidenced by Exhibit D to this Agreement) granting Preliminary Approval of the Settlement, conditionally certifying the Class, setting a date for the Final Approval Hearing, appointing Plaintiffs as Class Representatives and their counsel of record in the Action as Class Counsel, and approving the Class Notice (as evidenced by Exhibit A to this Agreement) and the forms of Class Member Settlement Information Sheet and Election Not to Participate in Settlement (as evidenced by Exhibits B and C to this Agreement).
 - b. Pursuant to PAGA, concurrently with filing the Motion for Preliminary Approval, Target will submit to the LWDA the PAGA Notice enclosing this Agreement (as evidenced by Exhibit E to this Agreement). The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures

described in this section complies with the requirements of PAGA, and will request the Superior Court to adjudicate the validity of the PAGA Notice in the motion for final approval of the Settlement and bar any claim to void or avoid the Settlement under PAGA.

- c. Pursuant to CAFA, within 10 days after the Parties file the Motion for Preliminary Approval, Target will mail the CAFA Notice to the Attorney General of the United States and the appropriate state official in each state in which a Class Member resides at the time of notice (as evidenced by Exhibit F to this Agreement). The Parties intend and believe that the CAFA Notice pursuant to the procedures described in this section complies with the requirements of CAFA; and will request the Superior Court to adjudicate the validity of the CAFA Notice in the motion for final approval of the Settlement and bar any claim to void or avoid the Settlement under CAFA.
 - d. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion in the form evidenced by Exhibit D to this Agreement.
 - e. Should the Superior Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An order awarding less than what was sought for Class Representative Payments, the LWDA Payment, and Class Counsel Fees and Expenses will not be a material modification of the Settlement.
4. **Notice to Class Members.** After the Superior Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet (which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement, the Class Member Settlement Information Sheet completed to show the Class Member's information, and the form of Election Not to Participate in Settlement), as follows:
- a. Within 25 days after the Superior Court enters its order granting Preliminary Approval of the Settlement, Target will provide to the Settlement Administrator an electronic database for the Class Members containing, for each Class Member, the Class Member's name, employee identification number, last known address, Social Security number, number of workweeks worked under an alternative workweek schedule for Target as a non-exempt team member at a Distribution Center in California from March 21,

2019, through August 11, 2019; and number of workweeks worked at a Target Distribution Center in California from August 12, 2019, through the date Preliminary Approval of the Settlement is granted as a non-exempt Target team member (the “Class Members’ Data”), and will provide to Class Counsel the name and address of every Class Member. If any or all of the Class Members’ Data are unavailable to Target, Target will use best efforts to deduce or reconstruct the Class Members’ Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except in order to carry out the reasonable efforts described in section III.E.4.c. of this Agreement, or pursuant to Target’s express written authorization or by order of the Superior Court.

- b. Within 15 days after receiving the Class Members’ Data, the Settlement Administrator will mail (in English and Spanish) the Class Notice Packet to all identified Class Members via first-class regular U.S. Mail using the mailing address information provided by Target, unless modified by any updated address information that the Settlement Administrator obtains in the course of administering the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than 15 days from receipt of the returned packet, search for a more current address for the Class Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Members’ Data and otherwise work with Target to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records the date and address of each such re-mailing.
- d. Each week, the Settlement Administrator will provide to Class Counsel and Target’s Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of any completed Elections Not to Participate in Settlement. The

Settlement Administrator's final report on Elections Not to Participate received from Class Members will be delivered to the Parties not later than 7 days after the close of the 45-day period for Elections Not to Participate to be submitted.

- e. Not later than 16 court days prior to the Final Approval Hearing, the Settlement Administrator will serve on the Parties and file with the Superior Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

5. **Dispute of Settlement Information; Objections to Settlement; Elections Not to Participate in Settlement.** Class Members may dispute the information in their Class Member Settlement Information Sheet, raise objections to the Settlement, or submit Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Settlement Information.** If a Class Member disputes the information shown on his or her Class Member Settlement Information Sheet, by not later than 45 days after the Class Notice Packet was mailed the Class Member must ask the Settlement Administrator to resolve the matter by returning the sheet with the information that he or she contends is correct and including with the sheet any documentation the Class Member has to support his or her contention. In the event of such a dispute, the Settlement Administrator will have the right to demand additional information from the Class Member, and Target will have the right to review its payroll and personnel records to verify the corrected information, and Target's records will have a rebuttable presumption of correctness. After consultation with Class Counsel, the Class Member and Target, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.
- b. **Objection to Settlement.** A Class Member who wishes to object to the Settlement must file with the Superior Court and serve on counsel for the Parties not later than 45 days after the Settlement Administrator mails the Class Notice Packet a written objection to the Settlement setting forth the grounds for the objection; and must file with the Superior Court and serve on counsel for the Parties a written objection to the request for the Class Representative Payments or the Class Counsel Fees and Expenses Payment not later than the deadline for opposing a motion for an award of those payments. The objection must also indicate whether the Class

Member intends to appear at the Final Approval Hearing; the failure to do so will constitute a waiver of the right to appear at the hearing. Class Members who do not file and serve written objections in the manner and by the deadlines specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement or other related matters. Class Counsel and Target's counsel may file a response to any objection within 5 court days before the Final Approval Hearing.

- c. **Election Not to Participate in Settlement.** A Class Member who wishes to exclude herself or himself from the Settlement must mail to the Settlement Administrator a signed Election Not to Participate in Settlement as evidenced by Exhibit C to this Agreement postmarked no later than 45 days after the Settlement Administrator mails the Class Notice Packet. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who submits a timely Election Not to Participate in Settlement will not participate in or be bound by the Settlement and the Judgment and will not receive a Settlement Share, but will retain the right, if any, he or she may have to pursue a claim against Target. Class Members who do not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above automatically will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Superior Court, and by the Judgment, regardless of whether they have objected to the Settlement.
 - d. **Report.** Not later than 7 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Class Members who submitted timely and valid Elections Not to Participate in Settlement.
6. **Target's Right to Rescind Settlement.** If 5% or more of all Class Members, or a number of Class Members whose Settlement Shares represent 5% or more of the Settlement Shares of all Class Members, elect not to participate in the Settlement, Target will have the right, but not the obligation, to rescind the Settlement, in which case the Settlement will be null and void and have no effect; the Parties will have no further obligations under the Settlement, including any obligation by Target to pay the Maximum Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Target will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Target exercises its right to void the Settlement; and the

Parties will stipulate to restore the proceedings in the Consolidated Actions and the *Ornelas* Action to the *ante quo*. Target will notify Class Counsel and the Superior Court whether it is exercising this right to void not later than 10 days after the Settlement Administrator notifies the Parties of the final number of valid Elections Not to Participate in Settlement.

7. **No Solicitation of Objection, Appeal, or Election Not to Participate in Settlement.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

8. **Additional Briefing and Final Approval.**

- a. Not later than 16 court days before the Final Approval Hearing, the Parties jointly will file with the Superior Court a motion (the “Motion for Final Approval”) with the Superior Court for an order (as evidenced by Exhibit G to this Agreement) granting Final Approval of the Settlement and payment of the LWDA Payment and the Settlement Administrator’s reasonable fees and expenses; and Plaintiffs and Class Counsel will serve on Target and file with the Superior Court a motion for awards of the Class Representative Payments and the Class Counsel Fees and Expenses Payment pursuant to this Settlement.
- b. Not later than 5 court days before the Final Approval Hearing, the Parties jointly may file a reply in support of their motion for final approval of the Settlement, the LWDA Payment, and payment of the Settlement Administrator’s reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiffs and Class Counsel may file replies in support of their motions for the Class Representative Payments and the Class Counsel Fees and Expenses Payment.
- c. If the Superior Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement to which the Parties do not agree, then either Party will have the right to void the Settlement; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Target to pay the Maximum Settlement Amount, except that the Party exercising the right to void the Settlement under this paragraph will pay the Settlement Administrator’s reasonable fees and expenses incurred as of the date that the Party exercised that right. However, an award by the Superior Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Payments

or the Class Counsel Fees and Expenses Payment will not constitute a material change to the Settlement within the meaning of this paragraph.

- d. Upon final approval of the Settlement by the Superior Court, the Parties will present to the Superior Court for its approval and entry the Judgment in substantially the form evidenced by Exhibit G to this Agreement. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as may be appropriate under court rules or applicable law.
9. **Dismissal of *Ornelas* Action.** Within 5 days after the Judgment becomes Final, the Parties will file with the District Court a stipulation for the dismissal of the *Ornelas* Action with prejudice and a proposed order granting the stipulation in the form evidenced by Exhibit H to this Agreement. Dismissal of the *Ornelas* Action with prejudice is a condition precedent to Target's payment of the Maximum Settlement Amount.
 10. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiffs, Class Members who did not timely submit an objection to the Settlement, Target, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiffs or Class Counsel from appealing from a refusal by the Superior Court to award the full Class Representative Payments or the Class Counsel Fees and Expenses Payment sought by them, but not the approval of the Settlement otherwise. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.
 11. **Vacation, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiffs or Target will have the right to void the Settlement, which the

Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court not later than 30 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court's award of the Class Representative Payments or the Class Counsel Fees and Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph.

12. **Timing of Settlement Payments.** Within 7 days after receipt of the Maximum Settlement Amount, the Settlement Administrator will pay to Class Members the Settlement Shares; to Plaintiffs, the Class Representative Payments; to Class Counsel, the Class Counsel Fees and Expenses Payment; to the LWDA, the LWDA Payment, and to the Settlement Administrator, its reasonable fees and expenses.
13. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Settlement Share check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced but not cashed. To the extent there is any payment made to a Class Member that remains uncashed 180 days after mailing, the funds represented by the uncashed check will be delivered to the California Division of Labor Standards Enforcement's Unpaid Wages Fund in the name of the Class Member. As the Settlement is non-reversionary and all amounts payable from the Settlement are accounted for by means of this Agreement, the Parties agree that there will be no unpaid residual and that California Code of Civil Procedure section 384 and its instruction for the disposition of unpaid residual settlement funds is inapplicable.

F. Release and Waiver of Claims.

1. **Plaintiffs.** Once the Judgment becomes Final, and in consideration of their Settlement Shares, their awarded Class Representative Payments, and the other terms and conditions of the Settlement, Plaintiffs release any and all claims against Target and each of its former and current parent companies, subsidiaries, and affiliated corporations and entities, and each of their respective former and current employees, officers, directors, agents, attorneys, shareholders, fiduciaries, other service providers, and related persons and entities, and assigns (collectively, the "Target Released Parties"). These released claims (the "Plaintiffs' Released

Claims”), include, but are not limited to, any and all claims that were raised or that could have been raised in the Actions; those released by Class Members as set forth below; and those arising from or related to Plaintiffs’ employment with Target. Plaintiffs’ Released Claims include all such claims arising through the date and time that each Plaintiff signs this Agreement.

2. **Class Members.** Once the Judgment becomes Final, and in consideration of their Settlement Shares and the other terms and conditions of the Settlement, each Class Member who does not complete and mail a timely Election Not to Participate in Settlement releases any and all claims against the Target Released Parties raised or that could have been raised in the Actions based on the factual allegations made in the Actions or otherwise based on or related to allegations that Target failed to pay wages, including overtime compensation; failed to provide itemized wage statements; failed to timely pay final wages; and failed to reimburse business expenses, for the period from March 21, 2019, to the last date a Class Member may mail to the Settlement Administrator a timely Election Not to Participate in Settlement. Such claims include, but are not necessarily limited to, claims for overtime and double-time premium wages under the Fair Labor Standards Act (“FLSA”) and California Labor Code sections 510, 558, 1194, and 1198, and any Industrial Welfare Commission wage order; claims for failure to provide accurate itemized wage statements or maintain accurate payroll records under California Labor Code sections 226, 1174, and 1175; claims for waiting-time penalties under California Labor Code sections 201, 202, and 203; claims for off-the-clock work; claims for reimbursement of expenses under California Labor Code section 2802; civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2698 *et seq.*, based on the above alleged California Labor Code violations; any other associated statutory or civil penalties, whether recovery is founded on federal, state, or municipal law; the FLSA; and any associated claim for interest, attorneys’ fees, or costs (the “Class Members’ Released Claims”). The Class Members’ Released Claims include all such claims, whether known or unknown by the Class Members or any of them. The Class Members’ Released Claims cover the period from March 21, 2019, to the last date a Class Member may mail to the Settlement Administrator a timely Election Not to Participate, and do not include any claims based on work weeks worked by the Class Members as employees of Exact Staff, Inc.
3. **Class Counsel.** In consideration of their awarded Class Counsel Fees and Expenses Payment, Class Counsel and any counsel associated with Class Counsel hereby fully and finally release the Target Released Parties of any and all claims to any further attorneys’ fees and expenses in the Actions (the “Class Counsel’s Released Fees”). The Class Counsel’s Released

Fees include all such claims, whether known or unknown by Class Counsel or any of them in the Actions.

4. **Release of Unknown Claims.** The Plaintiffs' Released Claims and the Class Counsel's Released Claims include all such claims, whether known or unknown. Thus, even if a Plaintiff or a Class Counsel discovers facts in addition to or different from those that he or she now knows or believes to be true with respect to the subject matter of his or respective release of claims, those claims will remain released and forever barred. Therefore, once the Judgment becomes Final, Plaintiffs and Class Counsel expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, with respect to their applicable release of claims, which reads:

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

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Class Members, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements about Settlement.** Neither Plaintiffs nor Class Counsel will issue any press or other media releases or have any communication with the press or media regarding the Settlement except as specifically authorized by Target. If Plaintiffs or Class Counsel disclose to any non-party (i) that a settlement has been reached or (ii) any of the terms of the Settlement, before the Settlement is preliminarily approved by the Superior Court, Target may rescind the Settlement, rendering it null and void. This paragraph is not intended to preclude Class Counsel from having communications about the Settlement or posting documents about the case from the Court's docket on Class Counsels' respective websites after the Superior Court grants Preliminary Approval of the Settlement.
- I. **Miscellaneous Terms.**
1. **No Admission of Liability or Class Certification for Other Purposes.**
- a. Target denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Actions, or that but for the Settlement a class should be certified in the Actions. This Agreement is entered into solely for the purpose of compromising

highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Target, or an admission by Plaintiffs that any of their claims were non-meritorious or any defense asserted by Target was meritorious. This Settlement and the fact that Plaintiffs and Target were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

- b. Target has agreed not to contest the certification of the Class for the sole purpose of effectuating this Settlement. Should the Settlement be voided by either Party pursuant to this Agreement, or not approved by the Superior Court, or should the Judgment not become Final, the certification of the Class will be deemed null; and the fact that Target was willing not to contest class certification as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified in a non-settlement context in the Actions or any other action.
- c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Target or any of the other Target Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Target Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Target Released Parties, in any further proceeding in the Actions, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement. The prevailing party in any action to enforce this Agreement shall be entitled to its reasonable attorneys' fees and costs. The Superior Court will retain jurisdiction to enforce the terms of this Agreement.

- 2. **Notice of Scheduling-notice Options.** No later than the date that the Judgment becomes Final, Target will distribute to all team members at all of its California Distribution Centers a notice explaining the ways in

which a team member may check for scheduling changes or request or accept scheduling changes, including doing so in person at the Distribution Center, viewing posted information at the Distribution Center, calling the Distribution Center and speaking with a responsible leader or Human Resources representative, and using the myTime application and emphasizing that each of those options is non-exclusive and voluntary.

3. **Acknowledgment.** Plaintiffs will acknowledge to the Superior Court in the Motion for Preliminary Approval and the Motion for Final Approval that Target offers an array of voluntary options for team members to receive scheduling information and to submit requests for or acceptance of scheduling changes at their California Distribution Centers, including doing so in person at the Distribution Center, using posted information at the Distribution Center, and using the myTime application.
4. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
5. **Attorney Authorization.** Class Counsel and Target's Counsel warrant and represent that they are authorized by Plaintiffs and Target, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Superior Court, and in all cases all such documents, supplemental provisions and assistance of the Superior Court will be consistent with this Agreement.
6. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the

State of California, without giving effect to any conflict of law principles or choice of law principles.

9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors, current and potential. In addition, Mediator David A. Rotman may, at his discretion, execute a declaration supporting the Settlement and the reasonableness of this Settlement, and the Superior Court may, in its discretion, contact Mr. Rotman to discuss the Settlement and whether the Settlement is fair and reasonable.
11. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
12. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

To Plaintiffs and the Class:

Joseph R. Becerra
Becerra Law Firm
4014 Long Beach Boulevard, Suite 300
Long Beach, California 90807
Telephone: (213) 542-8501
Facsimile: (213) 542-5556
E-mail: jbecerra@jrbecerrallaw.com

Torey Joseph Favarote
Gleason Favarote LLP
4014 Long Beach Boulevard, Suite 300
Long Beach, California 90807
Telephone: (213) 452-0510
Facsimile: (213) 452-0514
E-mail: tfavarote@gleasonfavarote.com

To Target:

Jeffrey D. Wohl
Ryan D. Derry
Paul A. Holton
Anna M. Skaggs
Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
E-mail: jeffwohl@paulhastings.com
ryanderry@paulhastings.com
paulholton@paulhastings.com
annaskaggs@paulhastings.com

13. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts.

Facsimile and electronic signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: November ___, 2020. ARTHUR BARNES

Dated: November ___, 2020. JOSEPH D. ORNELAS

Dated: November ___, 2020. RODNEY ALAN ROBINSON, JR.

Dated: November ___, 2020. TARGET CORPORATION

By: _____
Ji Hae Kim
Director, Employee Relations Counsel
Target Corporation

Dated: November ___, 2020. JOSEPH R. BECERRA
BECERRA LAW FIRM

By: _____
Joseph R. Becerra
Attorneys for Plaintiffs
Arthur Barnes, Joseph D. Ornelas, and Rodney
Alan Robinson Jr.

Dated: November ___, 2020. TOREY JOSEPH FAVAROTE
GLEASON FAVAROTE LLP

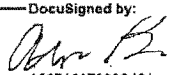
By: _____
Torey Joseph Favarote
Attorneys for Plaintiffs
Arthur Barnes, Joseph D. Ornelas, and Rodney
Alan Robinson, Jr.

Facsimile and electronic signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

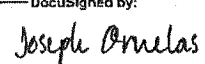
IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

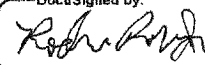
Dated: November __, 2020. ARTHUR BARNES
11/13/2020

DocuSigned by:

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Dated: November __, 2020. JOSEPH D. ORNELAS
11/13/2020

DocuSigned by:

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Dated: November __, 2020. RODNEY ALAN ROBINSON, JR.
11/13/2020

DocuSigned by:

8AB37EA5998F4E3...

Dated: November __, 2020. TARGET CORPORATION

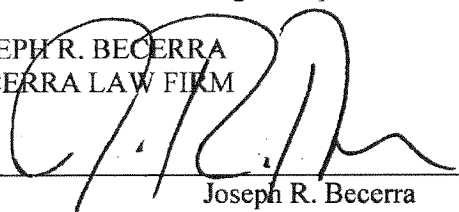
By: _____

Ji Hae Kim
Director, Employee Relations Counsel
Target Corporation

Dated: November 13, 2020.

JOSEPH R. BECERRA
BECERRA LAW FIRM

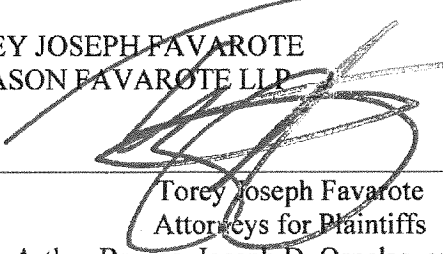
By: _____


Joseph R. Becerra
Attorneys for Plaintiffs
Arthur Barnes, Joseph D. Ornelas, and Rodney
Alan Robinson Jr.

Dated: November 13, 2020.

TOREY JOSEPH FAVAROTE
GLEASON FAVAROTE LLP

By: _____


Torey Joseph Favarote
Attorneys for Plaintiffs
Arthur Barnes, Joseph D. Ornelas, and Rodney
Alan Robinson, Jr.

Facsimile and electronic signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: November ___, 2020. ARTHUR BARNES

Dated: November ___, 2020. JOSEPH D. ORNELAS

Dated: November ___, 2020. RODNEY ALAN ROBINSON, JR.

Dated: November 17, 2020. TARGET CORPORATION

By: _____


Ji Hae Kim
Director, Employee Relations Counsel
Target Corporation

Dated: November ___, 2020. JOSEPH R. BECERRA
BECERRA LAW FIRM

By: _____

Joseph R. Becerra
Attorneys for Plaintiffs
Arthur Barnes, Joseph D. Ornelas, and Rodney
Alan Robinson Jr.

Dated: November ___, 2020. TOREY JOSEPH FAVAROTE
GLEASON FAVAROTE LLP

By: _____

Torey Joseph Favarote
Attorneys for Plaintiffs
Arthur Barnes, Joseph D. Ornelas, and Rodney
Alan Robinson, Jr.

Dated: November 17, 2020.

JEFFREY D. WOHL
RYAN D. DERRY
PAUL A. HOLTON
ANNA M. SKAGGS
PAUL HASTINGS LLP

By: _____



Jeffrey D. Wohl
Attorneys for Defendant
Target Corporation

EXHIBIT A

**[NOTICE OF PROPOSED SETTLEMENT, CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, PRELIMINARY APPROVAL OF SETTLEMENT, AND
HEARING DATE FOR FINAL COURT APPROVAL]**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
FINAL APPROVAL HEARING**

To: All non-exempt team members who worked for Target Corporation ("Target") (i) under an alternative workweek schedule at one or more of Target's seven California distribution centers from March 21, 2019, through August 11, 2019, and/or (ii) at one or more of Target's seven California distribution centers from March 21, 2019, through [REDACTED], 2021; and excluding those individuals who already have resolved the claims asserted in this Action, whether by settlement or adjudication.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY TARGET. IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST RETURN YOUR COMPLETED ELECTION NOT TO PARTICIPATE IN SETTLEMENT, DATED, SIGNED, AND POSTMARKED BY NOT LATER THAN [REDACTED], 2021, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED CLASS MEMBER SETTLEMENT INFORMATION SHEET AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH TARGET IS CORRECT. IF IT IS CORRECT, YOU DO NOT NEED TO TAKE ANY FURTHER ACTION. YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT.

IF THE CLASS MEMBER SETTLEMENT INFORMATION SHEET SHOWS INCORRECT INFORMATION, PLEASE CORRECT THE INFORMATION AND DATE, SIGN, AND RETURN THE CLASS MEMBER SETTLEMENT INFORMATION SHEET WITH ANY SUPPORTING DOCUMENTATION TO THE SETTLEMENT ADMINISTRATOR IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE POSTMARKED ON OR BEFORE [REDACTED], 2021.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO (THE "COURT"), ENTERED ON [REDACTED], 2021, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between plaintiffs Arthur Barnes, Joseph D. Ornelas, and Rodney Alan Robinson, Jr. (collectively, "Plaintiffs") and defendant Target Corporation ("Target"), in the class action pending in the Court (the "Action") brought on behalf of the following individuals (the "Class"):

All non-exempt team members who worked for Target (i) under an alternative workweek schedule at one or more of Target's seven California distribution centers from March 21, 2019, through August 11, 2019, and/or (ii) at one or more of Target's seven California distribution centers from March 21, 2019, through [REDACTED], 2021; and excluding those individuals who already have resolved the claims asserted in this Action, whether by settlement or adjudication.

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because Target records indicate that you are a member of the Class. This notice is designed to inform you of how you can object to the Settlement, elect not to participate in the Settlement, or provide corrected information to the Settlement Administrator. Unless you submit an election not to participate in the Settlement, the Settlement if finally approved by the Court will be binding upon you.

WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the Superior Court of California, County of San Bernardino (the “Court”), is titled “*Arthur Barnes, Joseph D. Ornelas, and Rodney Alan Robinson, Jr., on behalf of themselves and all others similarly situated, Plaintiffs, v. Target Corporation, a Minnesota Corporation, and Does 1 through 10, inclusive, Defendants,*” San Bernardino Superior No. CIVDS2007761.

In the Action, Plaintiffs allege that Target failed to pay overtime compensation; failed to provide accurate itemized wage statements; failed to timely pay final wages; failed to pay for off-the-clock work; and failed to reimburse for business expenses. Based on these allegations, Plaintiffs assert claims under the California Labor Code and Industrial Welfare Commission Wage Orders, California Business & Professions Code section 17200 *et seq.*, and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* Based on these claims, Plaintiffs seek the recovery of overtime compensation; liquidated damages; waiting-time and other statutory penalties; civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2698 *et seq.*; prejudgment interest; and attorneys’ fees and costs. Plaintiffs sue on behalf of themselves and the Class.

Target denies all of Plaintiffs’ material allegations. Specifically, Target contends, among other things, that Plaintiffs were paid all wages to which they were entitled and were paid those wages timely; that Plaintiffs either did not incur any reimbursable expenses or were paid all such expenses; that there is no basis to award liquidated damages or penalties; that a class could not be appropriately certified in the Action; and if a class were certified, Target’s defenses to Plaintiffs’ claims would be applicable to the claims of the class.

After good-faith negotiations presided over by a private mediator, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiffs and Target agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement 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 it has any liability to Plaintiffs or the Class on those claims. On the contrary, Target denies any and all such liability.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition:

All non-exempt team members who worked for Target (i) under an alternative workweek schedule at one or more of Target’s seven California distribution centers from March 21, 2019, through August 11, 2019, (the “AWS Class”), and/or (ii) at one or more of Target’s seven California distribution centers from March 21, 2019, through [REDACTED], 2021 (the “myTime Class”); and excluding those individuals who already have resolved the claims asserted in this Action, whether by settlement or adjudication.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. Target will pay \$14,000,000 as the Maximum Settlement Amount. The Maximum Settlement Amount will fund all payments to be made under the Settlement.
2. Out of the Maximum Settlement Amount, Target will pay to each Class Member who does not submit a valid and timely Election Not to Participate in Settlement a Settlement Share that is calculated as follows:

The Net Settlement Amount will be split into the “AWS Net Settlement Amount” (87.5% of the Net Settlement Amount) and the “myTime Net Settlement Amount” (12.5% of the Net Settlement Amount).

Each AWS Class Member’s AWS Settlement Share will equal the AWS Net Settlement Amount times the ratio of the number of workweeks worked under an alternative workweek schedule by the AWS Class Member for Target at any of its seven California Distribution Centers from March 21, 2019, through August 11, 2019 (the “AWS Settlement Period”), to the total number of workweeks worked under an alternative workweek schedule by all such AWS Class Members for Target at any of its seven California Distribution Centers during the AWS Settlement Period (other than those who elected not to participate in the Settlement).

Each myTime Class Member’s myTime Settlement Share will equal the myTime Net Settlement Amount times the ratio of the number of workweeks worked by the myTime Class Member for Target at any of its seven California Distribution Centers from March 21, 2019, through [REDACTED], 2021 (the “myTime Settlement Period”) to the total number of workweeks worked by all such myTime Class Members for Target at any of its seven California Distribution Centers during the myTime Settlement Period (other than those who elected not to participate in the Settlement). The minimum payment a myTime Class Member will receive as his or her myTime Settlement Share is \$25.00.

A Class Member who elects not to participate in the Settlement will not participate in or be bound by the Settlement; will not receive a Settlement Share; and will not be included with those other Class Members counted for purposes of the calculation of Settlement Shares. The Settlement Share that otherwise would have been payable to such a Class Member will be retained in the Net Settlement Amount for distribution to all other Class Members who do not elect not to participate in the Settlement.

3. The “Net Settlement Amount” means the Maximum Settlement Amount less the payment to the California Labor and Workforce Development Agency (the “LWDA”), the Class Representative Payments, the employer’s share of payroll taxes applicable to the Settlement Shares, the Class Counsel Fees and Expenses Payment, the Settlement Administrator’s reasonable fees and expenses, and any other fees or expenses (other than attorneys’ fees and expenses) incurred in implementing the terms of this Settlement as approved by the Court. If the Court awards less than the amount sought for any of these awards, the difference between the amount sought and the amount awarded will be retained as part of the Net Settlement Amount for distribution to those Class Members who do not submit a valid and timely Election to Not Participate.
4. Following the Court-approved deductions from the Maximum Settlement Amount, the remaining Net Settlement Amount will be paid out to all Class Members who do not submit a timely and valid Election Not to Participate in Settlement pursuant to the formula set forth in paragraph 2 above.
5. The Settlement Share for a Class Member will depend on the number of workweeks the Class Member worked during the AWS Settlement Period and myTime Settlement Period, respectively; whether any Class Member elects not to participate in the Settlement; and the amounts awarded by the Court for the payments to the LWDA, Plaintiffs, Class Counsel, and the Settlement Administrator. By way of example only, assume that a Class Member worked [REDACTED] workweeks during the AWS Settlement Period and [REDACTED] workweeks during the myTime Settlement Period, no Class Member elected not to participate in the Settlement, and all payment amounts sought were awarded. The Class Member’s Settlement Share would be approximately \$[REDACTED] before the deduction of employer and employee payroll taxes, estimated to be approximately [REDACTED]%, calculated as follows:

Maximum Settlement Amount:	\$14,000,000
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Less:

Class Representative Payments	(\$10,000 x 3)
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LWDA Payment	(\$300,000)
Class Counsel Fees and Expenses Payment	(\$4,698,000)
Settlement Administrator's Fee	<u>(\$60,000)</u>
Net Settlement Amount	\$8,912,000
AWS Net Settlement Amount (87.5%)	\$7,798,000
myTime Net Settlement Amount (12.5%)	\$1,114,000

Settlement Share

AWS Settlement Share

Class Member's AWS Settlement Period Workweeks ÷
Total of All Class Members' AWS Settlement Period Workweeks = 0.%

Class Member's AWS Settlement Share (0.% x \$7,798,000)
(less estimated payroll taxes of approximately % on one-third of the Settlement Share
or \$) \$

myTime Settlement Share

Class Member's myTime Settlement Period Workweeks ÷
Total of All Class Members' myTime Settlement Period
Workweeks 0.%

Class Member's myTime Settlement Share (0.% x \$1,114,000)
(less estimated payroll taxes of approximately % on one-third of the
Settlement Share or \$) \$

Class Member's Settlement Share (\$ [myTime Settlement Share] + \$
[AWS Settlement Share]) \$

An approximation of your Settlement Share based on these assumptions appears on your Class Member Settlement Information Sheet accompanying this notice. Your actual Settlement Share may be more or less once awarded.

6. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.
7. You will be included in the Settlement and receive your proportional share of the Settlement if, by the deadline of , 2021, you do not complete and submit an Election Not to Participate in Settlement, which is provided with this notice, in accordance with the conditions for submitting that Election. If you do not complete and submit an Election Not to Participate in Settlement in accordance with the conditions for submitting that Election, you will be bound by this Settlement. If you do complete and submit by the deadline an Election Not to Participate in Settlement in accordance with the conditions for submitting that Election, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against Target.
8. If five percent or more of Class Members, or a number of Class Members whose Settlement Shares would be worth five percent or more of the Net Settlement Amount if no Class Member elected not to participate in the Settlement, timely submit completed Elections Not to Participate in Settlement, Target will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Target to pay the Maximum Settlement Amount, or any amounts that otherwise would have been owed under this Settlement, except that Target will pay the

Settlement Administrator's reasonable fees and expenses incurred as of the date that Target exercises its right to void the Settlement. Target will notify Class Counsel and the Court whether it is exercising this right to void not later than 10 days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement.

9. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the terms of the Settlement with respect to the payments to be made to Class Members or the scope of their release of claims, or the final judgment to be entered in the Action, 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 Maximum 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 Class Representative Payments and the Class Counsel Fees and Expenses Payment will not constitute a material change to the Settlement. Notwithstanding the foregoing, Plaintiffs and Class Counsel reserve their right to appeal an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Payments and Class Counsel Fees and Expense Payment, but not the approval of the Settlement otherwise.
10. The Court has appointed [REDACTED] to act as an independent Settlement Administrator and to resolve any dispute concerning the calculation of a Class Member's entitlement to a Settlement Share.
11. If you dispute the accuracy of any of the information used to calculate your Settlement Share, shown on your enclosed Class Member Settlement Information Sheet, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Class Member Settlement Information Sheet to the Settlement Administrator by the deadline of [REDACTED], 2021, informing the Settlement Administrator of the fact of the dispute and the basis for your contention that different information is correct for you (including any documentary evidence that you have to support your contention). In the event of such a dispute, Target will manually review its payroll and personnel records to verify the corrected information. Target's records will have a rebuttable presumption of correctness. After consultation with you, Class Counsel, and Target, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on you and Target, and non-appealable.
12. The Settlement includes the following release for participating Class Members:

Once the Judgment becomes Final, and in consideration of their Settlement Shares and the other terms and conditions of the Settlement, each Class Member who does not complete and mail a timely Election Not to Participate in Settlement releases any and all claims against Target and each of its former and current parent companies, subsidiaries, and affiliated corporations and entities, and each of their respective former and current employees, officers, directors, agents, attorneys, shareholders, fiduciaries, other service providers, and related persons and entities, and assigns, raised or that could have been raised in the Action based on the factual allegations made in the Action or otherwise based on or related to allegations that Target failed to pay wages, including overtime compensation; failed to provide itemized wage statements; failed to timely pay final wages; and failed to reimburse business expenses, for the period from March 21, 2019, through [REDACTED], 2021. Such claims include, but are not necessarily limited to, claims for overtime and double-time premium wages under the Fair Labor Standards Act ("FLSA") and California Labor Code sections 510, 558, 1194, and 1198, and any Industrial Welfare Commission wage order; claims for failure to provide accurate itemized wage statements or maintain accurate payroll records under California Labor Code sections 226, 1174, and 1175; claims for waiting-time penalties under California Labor Code sections 201, 202, and 203; claims for off-the-clock work; claims for reimbursement of expenses under California Labor Code section 2802; civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code § 2698 *et seq.*, based on the above alleged California Labor Code violations; any other associated statutory or civil penalties, whether recovery is founded on federal, state, or municipal law; the FLSA; and any associated claim for interest, attorneys' fees, or costs (the "Class Members' Released Claims"). The Class Members' Released Claims include all such claims, whether known or unknown by the Class Members or any of

them. The Class Members' Released Claims cover the period from March 21, 2019, to the last date a Class Member may mail to the Settlement Administrator a timely Election Not to Participate, and do not include any claims based on work weeks worked by the Class Members as employees of Exact Staff, Inc.

13. **Class Representative Payments:** In addition to their respective Settlement Shares as a Class Member, each Plaintiff will seek approval from the Court for a payment of \$10,000 in consideration of their initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event they were unsuccessful in the prosecution of the Action, and granting the general release as part of the Settlement. These payments, which will be paid to the named Plaintiffs as approved by the Court and are in addition to the Plaintiffs' Settlement Shares, will be made out of the Maximum Settlement Amount.
14. **Class Counsel Fees and Expenses Payment:** Class Counsel have represented and continue to represent the Class on a contingency-fee basis. That means that attorneys' fees are paid only if money is recovered for the Class. It is common to award attorneys' fees as a percentage of the settlement amount negotiated by the attorneys for the class. As part of the final approval hearing, Torey Joseph Favarote of Gleason Favarote LLP and Joseph R. Becerra of Becerra Law Firm will request up to \$4,698,000, representing \$4,662,000 for their attorneys' fees (one-third of the Maximum Settlement Amount) and up to \$36,000 for their expenses incurred in connection with their work in this case. Target does not oppose this payment. This amount constitutes full and complete compensation for all legal fees, costs and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets if the Settlement Agreement and the fee request are finally approved by the Court. Class Counsel's attorneys' fees and expenses as approved by the Court will be paid out of the Maximum Settlement Amount.
15. **Costs of Administration:** The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, not to exceed \$60,000, will be paid out of the Maximum Settlement Amount.
16. **Plaintiffs and Class Counsel's Support of the Settlement:** Plaintiffs as Class Representatives and Class Counsel support the Settlement. Their reasons include the risk of denial of class certification and a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Receipt of Settlement Share:** If the enclosed Class Member Settlement Information Sheet correctly states your identifying information and the information about your employment with Target, you do not need to take any further action to receive your Settlement Share if the Court grants final approval of the Settlement. The Class Member Settlement Information Sheet provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share if no Class Members elect not to participate in the Settlement; your actual Settlement Share may be more or less. If the information in the Class Member Settlement Information Sheet is not correct, please correct the information on the form where indicated and return it to the Settlement Administrator. ***Other than correcting your information, you may not change any other part of the Class Member Settlement Information Sheet.*** It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.

2. **Participating in the Settlement:** Plaintiffs as Class Representatives and Class Counsel represent your interests as a Class Member. Unless you elect not to participate in the Settlement, you are a part of the Class, 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 claims against Target and the other released parties described above. As a member of the Class, 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.
3. **Objecting to the Settlement:** You may object to the terms of the Settlement before final approval.

MAIL YOUR OBJECTION TO:

Superior Court of California
County of San Bernardino
Civil Division of the San Bernardino District
247 West Third Street
San Bernardino CA 92415-0210

CLASS COUNSEL

Joseph R. Becerra
Becerra Law Firm
4014 Long Beach Boulevard, Suite 300
Long Beach, California 90807
Telephone: (213) 542-8501
Facsimile: (213) 542-5556
E-mail: jbecerra@jrbecerralaw.com

Torey Joseph Favarote
Gleason Favarote LLP
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TARGET'S COUNSEL

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ryanderry@paulhastings.com
paulholton@paulhastings.com
annaskaggs@paulhastings.com

DO NOT TELEPHONE THE COURT OR TARGET'S COUNSEL.

Any written objection must state your full name, address, date of birth, and the dates of your employment at Target. Written objections to the Settlement must be mailed by not later than [REDACTED], 2021; written objections to the requests for the Class Representative Payments and the Class Counsel Fees and Expenses Payment must be mailed by not later than [REDACTED], 2021.

If you submit a timely written objection, you also may appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so, but only if you indicate in your objection that you intend to appear.

If the Court overrules your objection and you did not submit a timely and valid Election Not to Participate in the Settlement, you will be bound by the terms of the Settlement.

4. **Excluding Yourself from the Settlement:** If you do not wish to participate in the Settlement, you must complete the enclosed form of Election Not to Participate in Settlement ("Election Not to Participate"). The Election Not to Participate must be completed, dated, signed by you, and returned to the Settlement Administrator by not later than [REDACTED], 2021. A Class Member who fails to mail an Election Not to Participate in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and the Judgment, regardless of whether he or she has objected to the Settlement.

Any person who files a complete and timely Election Not to Participate will, upon receipt, no longer be a member of the Settlement Class and will not be eligible to receive a Settlement Share, and he or she will not be included in calculating the Settlement Share of any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Target. An incomplete or unsigned Election Not to Participate will be deemed invalid.

There will be no retaliation or adverse action taken by Target against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

5. **Settlement Administrator's Address:** Send your corrected Class Member Settlement Information Sheet and/or Election Not to Participate in Settlement to the Settlement Administrator at the following address:

Target Wage-and-Hour Settlement Administrator



FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2021, at [REDACTED] :[REDACTED] .m., in Department S-26 of the Superior Court of California, County of San Bernardino, 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 Class Representative Payments and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing. If you have submitted a written objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.**

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Office of the Clerk, Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, California 92415, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR TARGET'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT! YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE.

Dated: [REDACTED], 2021.
By Order of the Court

EXHIBIT B

[CLASS MEMBER SETTLEMENT INFORMATION SHEET]

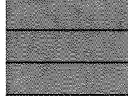
BARNES ET AL. V. TARGET CORP.
Superior Court of California, County of San Bernardino
No. CIVDS2007761

CLASS MEMBER SETTLEMENT INFORMATION SHEET

**PLEASE REVIEW THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT
AND PERSONNEL INFORMATION IS CORRECT. IF THE INFORMATION BELOW IS
CORRECT, YOU DO NOT NEED TO TAKE ANY FURTHER ACTION.**

**IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED
INFORMATION IN THE SPACES PROVIDED BELOW, THEN DATE, SIGN AND RETURN
THIS FORM, POSTMARKED NOT LATER THAN [REDACTED], 2021, TO:**

Target Wage-and-Hour Settlement Administrator



**PERSONNEL INFORMATION FOR
CLASS MEMBER RECEIVING THIS NOTICE**

1. Your name: _____
 2. Your mailing address: _____

 3. Last four digits of your Social Security number: XXX-XX-_____
 4. Number of workweeks you worked for Target
as a non-exempt Team Member at one or more
of its seven Distribution Centers in California
from March 21, 2019, through [REDACTED], 2021: _____
 5. Number of workweeks you worked for Target
as a non-exempt Team Member under an
alternative workweek schedule at one or more
of its seven Distribution Centers in California
from March 21, 2019, through August 11, 2019: _____
- Your estimated Settlement Share: \$ _____

**YOUR SETTLEMENT SHARE IS BASED ON THE NUMBER OF WORKWEEKS YOU
WORKED FOR TARGET AS A NON-EXEMPT TEAM MEMBER (I) UNDER AN
ALTERNATIVE WORKWEEK SCHEDULE AT ONE OR MORE OF TARGET'S SEVEN
CALIFORNIA DISTRIBUTION CENTERS FROM MARCH 21, 2019, THROUGH AUGUST 11,
2019, AND/OR (II) AT ONE OR MORE OF TARGET'S SEVEN CALIFORNIA DISTRIBUTION
CENTERS FROM MARCH 21, 2019, THROUGH [REDACTED], 2021.**

IF ANY OF THE INFORMATION SHOWN ABOVE (NUMBERS 1 TO 5) IS NOT CORRECT, PLEASE SO INDICATE BELOW. IF YOU ARE DISPUTING THE INFORMATION IN NUMBERS 4 OR 5, STATE WHAT YOU BELIEVE TO BE THE CORRECT INFORMATION AND ATTACH ANY DOCUMENTATION THAT SUPPORTS YOUR CONTENTION.

Corrected Information	
1. Your <i>corrected</i> name:	_____
2. Your <i>corrected</i> mailing address (include telephone number, starting with area code):	_____ _____ _____
3. <i>Corrected</i> last four digits of your Social Security number (you are <i>not</i> required to provide your entire Social Security number):	XXX-XX-_____
4. <i>Corrected</i> number of workweeks you worked for Target as a non-exempt Team Member at one or more of its seven Distribution Centers in California from March 21, 2019, through _____, 2021:	_____
5. <i>Corrected</i> number of workweeks you worked for Target as a non-exempt Team Member under an alternative workweek schedule at one or more of its seven Distribution Centers in California from March 21, 2019, through August 11, 2019:	_____

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Dated: _____, _____, at _____ [city], _____ [state].

(print name)

(signature)

PLEASE REMEMBER: IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT YOUR RECEIPT OF YOUR SETTLEMENT SHARE.

EXHIBIT C

[ELECTION NOT TO PARTICIPATE IN SETTLEMENT]

BARNES ET AL. V. TARGET CORP.
Superior Court of California, County of San Bernardino
No. CIVDS2007761

ELECTION NOT TO PARTICIPATE IN SETTLEMENT

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE
SETTLEMENT, YOU MUST DATE AND SIGN THIS DOCUMENT AND MAIL
IT BACK TO THE ADDRESS BELOW, POSTMARKED NOT LATER THAN
[REDACTED], 2021:**

Target Wage-and-Hour Settlement Administrator
[REDACTED]

I have received notice of the proposed settlement in this action and I wish to be excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the settlement and will not share in the settlement proceeds, but I will retain the right, if any, to pursue a claim against Target.

Typed or Printed Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security number: XXX-XX-_____

Dated: _____, ____.

(signature)

EXHIBIT D

[(PROPOSED) ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT]

(Counsel listed on the next page)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ARTHUR BARNES, JOSEPH D.
ORNELAS and RODNEY ALAN
ROBINSON, JR., on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

TARGET CORPORATION, a Minnesota
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

No. CIVDS2007761 [consolidated with
Nos. CIVDS2012750 and CIVDS2004578]

[PROPOSED] ORDER:

- (1) PRELIMINARILY APPROVING
PROPOSED SETTLEMENT;**
- (2) CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;**
- (3) APPOINTING CLASS
REPRESENTATIVES, CLASS
COUNSEL, AND SETTLEMENT
ADMINISTRATOR;**
- (4) APPROVING CLASS NOTICE
PACKET; AND**
- (5) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Date: January 5, 2021
Time: 10:00 a.m.
Judge: Hon. David Cohn
Dept.: S-26
247 West Third Street
San Bernardino, California 92415

Complaint filed: March 13, 2020
Trial date: None set

1 JOSEPH R. BECERRA (Cal. State Bar No. 210709)
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4 Long Beach, California 90807
5 Telephone: (213) 542-8501
6 Facsimile: (213) 542-5556
7 E-mail: jbecerra@jrbecerrallaw.com

8 TOREY JOSEPH FAVAROTE (Cal. State Bar No. 198521)
9 GLEASON & FAVAROTE LLP
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11 Long Beach, California 90807
12 Telephone: (213) 452-0510
13 Facsimile: (213) 452-0514
14 E-mail: tfavarote@gleasonfavarote.com

15 Attorneys for Plaintiffs
16 Arthur Barnes, Joseph D. Ornelas and Rodney Alan Robinson, Jr.

17 JEFFREY D. WOHL (Cal. State Bar No. 096838)
18 RYAN D. DERRY (Cal. State Bar No. 244337)
19 PAUL A. HOLTON (Cal. State Bar No. 313047)
20 ANNA M. SKAGGS (Cal. State Bar No. 319179)
21 PAUL HASTINGS LLP
22 101 California Street, 48th Floor
23 San Francisco, California 94111
24 Telephone: (415) 856-7000
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27 ryanderry@paulhastings.com
28 paulholton@paulhastings.com
annaskaggs@paulhastings.com

Attorneys for Defendant
Target Corporation

1 On January 5, 2021, a hearing was held on the joint motion of plaintiffs Arthur Barnes,
2 Joseph D. Ornelas and Rodney Alan Robinson, Jr. (collectively, "Plaintiffs"), and defendant
3 Target Corporation ("Target"), for conditional certification of a settlement class in this action,
4 preliminary approval of the parties' proposed settlement; approval of the Class Notice Packet,
5 appointing Class Representatives, Class Counsel and the proposed Settlement Administrator, and
6 the setting of a date for the hearing on final approval of the settlement. Joseph R. Becerra of
7 Becerra Law Firm and Torey Joseph Favarote of Gleason Favarote LLP appeared for Plaintiffs;
8 and Jeffrey D. Wohl, Ryan D. Derry, Paul A. Holton, and Anna M. Skaggs of Paul Hastings LLP
9 appeared for Target.

10 The Court having read and considered the papers on the motion, the arguments of counsel,
11 and the law; and good cause appearing therefore,

12 IT IS ORDERED:

13 1. The parties' Settlement Agreement (the "Settlement" or the "Agreement") is
14 granted preliminary approval as it meets the criteria for preliminary settlement approval. The
15 Settlement falls within the range of possible approval as fair, adequate and reasonable, and
16 appears to be the product of arm's length and informed negotiations and to treat all Class
17 Members fairly.

18 2. The parties' proposed notice plan is constitutionally sound because individual
19 notices will be mailed to all Class Members whose identities are known to the parties, and such
20 notice is the best notice practicable. The parties' proposed Notice of Proposed Settlement,
21 Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing
22 Date for Final Court Approval (the "Class Notice") (Settlement, Exh. A), and proposed forms of
23 Class Member Settlement Information Sheet and Election Not to Participate in Settlement (*id.*,
24 Exhs. B, C) (collectively, the "Class Notice Packet") are sufficient to inform Class Members of
25 the terms of the Settlement, their rights under the Settlement, their rights to object to or comment
26 on the Settlement, their right to receive a Settlement Share or elect not to participate in the
27 Settlement, and the processes for doing so, and the date and location of the final approval hearing
28 and are therefore approved.

1 3. The proposed class is conditionally certified. The class satisfies the requirements
2 of a settlement class because the class members are readily ascertainable and a well-defined
3 community of interest exists in the questions of law and fact affecting the parties. The class is
4 defined as:

5 All non-exempt team members who worked for Target (i) under an alternative
6 workweek schedule at one or more of Target's seven California distribution
7 centers from March 21, 2019, through August 11, 2019; and/or (ii) all non-exempt
8 team members who worked for Target at one or more of Target's seven California
distribution centers from March 21, 2019, through January 5, 2021. The Class
does not include any individuals who already have resolved the claims asserted in
the Action, whether by settlement or adjudication.

9 4. Plaintiffs Arthur Barnes, Joseph D. Ornelas and Rodney Alan Robinson, Jr., are
10 appointed the Class Representatives.

11 5. Joseph R. Becerra of Becerra Law Firm and Torey Joseph Favarote of Gleason
12 Favarote LLP are appointed Class Counsel.

13 6. [REDACTED] is appointed to act as the Settlement Administrator, pursuant to the
14 terms set forth in the Agreement.

15 7. The Class Notice will be disseminated according to the notice plan described in the
16 Settlement Agreement and substantially in the form submitted by the parties. Proof of
17 distribution of the Class Notice will be filed by the parties in conjunction with the motion for an
18 order granting final approval of the Settlement.

19 8. Target is directed to provide to the Settlement Administrator not later than 25 days
20 after the date of this order the Class Members' Data as specified by the Settlement Agreement.

21 9. The Settlement Administrator is directed to mail the approved Class Notice Packet
22 by first-class mail to the Class Members not later than 15 days after receipt of the Class
23 Members' Data.

24 10. Any Class Member who elects not to participate in the Settlement has until 45
25 days after the mailing of the Class Notice Packet to submit his or her Election Not to Participate
26 in Settlement pursuant to the procedures set forth in the Class Notice.

27 11. Class Members will receive a Settlement Share if, not later than 45 days after the
28 Settlement Administrator mails the Class Notice Packet, they do not submit a valid and timely

1 Election Not to Participate in Settlement.

2 12. Any Class Member who wishes to object to the Settlement has until 45 days after
3 the mailing of the Class Notice Packet to file with the Superior Court and serve on counsel for the
4 parties his or her written objection (and, if he or she wishes to appear at the final approval
5 hearing, to indicate in his or her written objection an intention to appear), pursuant to the
6 procedures set forth in the Class Notice.

7 13. Any Class Member who wishes to object to the requests for the Class
8 Representative Payment or the Class Counsel Fees and Expenses Payment has until 9 court days
9 before the Final Approval Hearing to file with the Court and serve on counsel for the parties his
10 or her written objection (and, if he or she wishes to appear at the final approval hearing, to
11 indicate in his or her written objection an intention to appear), pursuant to the procedures set forth
12 in the Class Notice.

13 14. A final approval hearing will be held on [REDACTED], 2021, at [REDACTED]:[REDACTED].m., to
14 determine whether the Settlement should be granted final approval as fair, reasonable, and
15 adequate as to the Class Members. The Court will hear all evidence and argument necessary to
16 evaluate the Settlement, and will consider plaintiffs and Class Counsel's request, made by
17 separate motion, for the Class Representative Payments and the Class Counsel Fees and Expenses
18 Payment. Class Members and their counsel may support or oppose the Settlement and the motion
19 for awards of the Class Representative Payments and the Class Counsel Fees and Expenses
20 Payment, if they so desire, as set forth in the Class Notice.

21 15. The Court reserves the right to continue the date of the final approval hearing
22 without further notice to Class Members. The Court retains jurisdiction to consider all further
23 applications arising out of or in connection with the Settlement.

24 IT IS SO ORDERED.

25
26 Dated: _____, 2021.

27 _____
28 David Cohn
Judge of the Superior Court

EXHIBIT E

[PAGA NOTICE TO THE LWDA]

JEFFREY D. WOHL (Cal. State Bar No. 096838)
RYAN D. DERRY (Cal. State Bar No. 244337)
PAUL A. HOLTON (Cal. State Bar No. 313047)
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annaskaggs@paulhastings.com

Attorneys for Defendant
Target Corporation

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ARTHUR BARNES, JOSEPH D.
ORNELAS and RODNEY ALAN
ROBINSON, JR., on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

TARGET CORPORATION, a Minnesota
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

No. CIVDS2007761 [consolidated with
Nos. CIVDS2012750 and CIVDS2004578]

**NOTICE OF PROPOSED PAGA
SETTLEMENT**

Cal. Lab. Code § 2698 *et seq.*

Date: January 5, 2021
Time: :m.
Judge: Hon. David Cohn
Dept.: S-26
247 West Third Street
San Bernardino, California 92415

Complaint filed: March 13, 2020
Trial date: None set

NOTICE OF PROPOSED PAGA SETTLEMENT

To the California Labor and Workforce Development Agency ("LWDA"):

PLEASE TAKE NOTICE that the parties to this wage-and-hour class action have settled the case, which includes settlement of a derivative Labor Code Private Attorneys General Act ("PAGA") claim. In accordance with PAGA, Cal. Lab. Code § 2699(I)(2), defendant Target Corporation ("Target"), provides this notice to the LWDA and attaches a copy of the parties' Settlement Agreement.

If you have questions about this notice or the enclosed materials, please contact counsel for the parties as follows:

To Plaintiffs:

Joseph R. Becerra
Becerra Law Firm
4014 Long Beach Boulevard, Suite 300
Long Beach, California 90807
Telephone: (213) 542-8501
Facsimile: (213) 542-5556
E-mail: jbecerra@jrbecerrallaw.com

Torey Joseph Favarote
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Long Beach, California 90807
Telephone: (213) 452-0510
Facsimile: (213) 452-0514
E-mail: tfavarote@gleasonfavarote.com

To Target:

Jeffrey D. Wohl
Ryan D. Derry
Paul A. Holton
Anna M. Skaggs
Paul Hastings LLP
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San Francisco, California 94111
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ryanderry@paulhastings.com
paulholton@paulhastings.com
annaskaggs@paulhastings.com

Dated: December 11, 2020.

JEFFREY D. WOHL
RYAN D. DERRY
PAUL A. HOLTON
ANNA M. SKAGGS
PAUL HASTINGS LLP

By: _____
Jeffrey D. Wohl
Attorneys for Defendant
Target Corporation

EXHIBIT F
[CAFA NOTICE]

JEFFREY D. WOHL (Cal. State Bar No. 096838)
RYAN D. DERRY (Cal. State Bar No. 244337)
PAUL A. HOLTON (Cal. State Bar No. 313047)
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Attorneys for Defendant
Target Corporation

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ARTHUR BARNES, JOSEPH D.
ORNELAS and RODNEY ALAN
ROBINSON, JR., on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

TARGET CORPORATION, a Minnesota
Corporation; and DOES 1 through 10,
inclusive

Defendants.

No. CIVDS2007761 [consolidated with
Nos. CIVDS2012750 and CIVDS2004578]

NOTICE OF PROPOSED SETTLEMENT

28 U.S.C. § 1715

Date: January 5, 2021
Time: : .m.
Judge: Hon. David Cohn
Dept.: S-26
247 West Third Street
San Bernardino, California 92415

Complaint filed: March 13, 2020
Trial date: None set

PLEASE TAKE NOTICE that the parties to this class action have settled the case with a proposed class settlement. Defendant Target Corporation (“Target”) provides this notice to the Attorney General of the United States of America and the appropriate state official in each state in which a Class Member resides. Target encloses the following documents:

1. Plaintiffs Arthur Barnes, Joseph D. Ornelas, and Rodney Alan Robinson, Jr.’s First Amended Complaint in this action.
2. The parties’ Settlement Agreement, which, among other documents attached as exhibits, includes:
 - a. the parties’ proposed forms of Notice of Proposed Settlement, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval of Settlement (Exh. A);
 - b. the parties’ proposed Class Member Settlement Information Sheet (Exh. B);
 - c. the parties’ proposed Election Not to Participate in Settlement form (Exh. C).
3. The parties’ Notice of Joint Motion and Joint Motion for Preliminary Approval of Class Action Settlement, Conditional Certification of Class, Approval of Class Notice, and Setting of Final Approval Hearing, and the memorandum in support of the motion.
4. The names of Class Members who reside in each state and the estimated proportionate share of the claims of Class Members in each state to the entire settlement.

The Court has scheduled the preliminary approval hearing on the settlement for January 5, 2021. To access updated information about the status of the parties’ settlement, you may access the electronic docket for this case through the Superior Court of California, County of San Bernardino, Court Case Information system, <https://www.sb-court.org/Divisions/Civil/CaseInformationOnline.aspx>, Through the Court Case Information system, you may access the complete case file in this case and access information about the

1 upcoming hearing.

2 PLEASE TAKE FURTHER NOTICE that pursuant to CAFA you are not required to
3 comment on the settlement. However, if you wish to comment, please file your comments by
4 [REDACTED], 2021, at the following address:

5 Superior Court of California
6 County of San Bernardino
7 Civil Division of the San Bernardino District
247 West Third Street
San Bernardino CA 92415-0210

8 If you choose to comment, please also provide notice to the parties' counsel as follows:

9 **CLASS COUNSEL**

10 Joseph R. Becerra
11 Becerra Law Firm
4014 Long Beach Boulevard, Suite 300
Long Beach, California 90807
12 Telephone: (213) 542-8501
Facsimile: (213) 542-5556
13 E-mail: jbecerra@jrbecerrallaw.com

14 Torey Joseph Favarote
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TARGET'S COUNSEL

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Ryan D. Derry
Paul A. Holton
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ryanderry@paulhastings.com
paulholton@paulhastings.com
annaskaggs@paulhastings.com

18 If you have questions about this notice, the underlying actions, or the enclosed materials,
19 please contact counsel for the parties as provided above.

20 Dated: December [REDACTED], 2020.

JEFFREY D. WOHL
RYAN D. DERRY
PAUL A. HOLTON
ANNA M. SKAGGS
PAUL HASTINGS LLP

23
24 By: _____

Jeffrey D. Wohl
Attorneys for Defendant
Target Corporation

EXHIBIT G

**[(PROPOSED) ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING FINAL JUDGMENT]**

1 (Counsel listed on the next page)

2
3
4 SUPERIOR COURT OF CALIFORNIA
5 COUNTY OF SAN BERNARDINO
6

7 ARTHUR BARNES, JOSEPH D.
8 ORNELAS and RODNEY ALAN
9 ROBINSON, JR., on behalf of themselves
and all others similarly situated,

10 Plaintiffs,

11 vs.

12 TARGET CORPORATION, a Minnesota
Corporation; and DOES 1 through 10,
13 inclusive,

14 Defendants.
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No. CIVDS2007761 [consolidated with
Nos. CIVDS2012750 and CIVDS2004578]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING FINAL
JUDGMENT**

Date: [REDACTED], 2021

Time: [REDACTED].m.

Judge: Hon. David Cohn

Dept.: S-26

247 West Third Street

San Bernardino, California 92415

Complaint filed: March 13, 2020

Trial date: None set

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14 E-mail: tfavarote@gleasonfavarote.com

15 Attorneys for Plaintiffs
16 Arthur Barnes, Joseph D. Ornelas and Rodney Alan Robinson, Jr.

17 JEFFREY D. WOHL (Cal. State Bar No. 096838)
18 RYAN D. DERRY (Cal. State Bar No. 244337)
19 PAUL A. HOLTON (Cal. State Bar No. 313047)
20 ANNA M. SKAGGS (Cal. State Bar No. 319179)
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annaskaggs@paulhastings.com

Attorneys for Defendant
Target Corporation

1 On [REDACTED], 2021, a hearing was held on the joint motion of plaintiffs Arthur Barnes,
2 Joseph D. Ornelas, and Rodney Alan Robinson, Jr. (collectively, "Plaintiffs") and defendant
3 Target Corporation ("Target"), for final approval of their class settlement (the "Settlement").
4 Joseph R. Becerra of Becerra Law Firm and Torey Joseph Favarote of Gleason Favarote LLP
5 appeared for Plaintiffs; and Jeffrey D. Wohl, Ryan D. Derry, Paul A. Holton, and Anna M.
6 Skaggs of Paul Hastings LLP appeared for Target.

7 The parties have submitted their Settlement, which this Court preliminarily approved by
8 its order entered on January [REDACTED], 2021. In accordance with the Preliminary Approval Order, Class
9 Members have been given notice of the terms of the Settlement and the opportunity to object to it
10 or to exclude themselves from its provisions.

11 Having received and considered the Settlement, the supporting papers filed by the parties,
12 and the evidence and argument received by the Court at the hearing before it entered the
13 Preliminary Approval Order and at the final approval hearing on [REDACTED], 2021, the Court
14 grants final approval of the Settlement, and HEREBY ORDERS and MAKES
15 DETERMINATIONS as follows:

16 1. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement,
17 Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing
18 Date for Final Court Approval; a Class Member Settlement Information Sheet; and an Election
19 Not to Participate in Settlement were sent to each Class Member by first-class mail. These papers
20 informed Class Members of the terms of the Settlement, their right to receive a Settlement Share,
21 their right to object to the Settlement or to elect not to participate in the Settlement and pursue
22 their own remedies, and their right to appear in person or by counsel at the final approval hearing
23 and be heard regarding approval of the Settlement. Adequate periods of time were provided by
24 each of these procedures. [REDACTED] Class Members filed written objections to the proposed Settlement
25 as part of this notice period or stated an intention to appear at the final approval hearing.] The
26 Court finds and determines that this notice procedure afforded adequate protections to Class
27 Members and provides the basis for the Court to make an informed decision regarding approval
28 of the Settlement based on the responses of Class Members. The Court finds and determines that

1 the notice provided in this case was the best notice practicable and satisfied the requirements of
2 law and due process.

3 2. In addition to the notice to the Class, the Attorney General of the United States and
4 the appropriate state official in each state in which a Class Member resides have been given
5 notice of the Settlement. Not later than 10 days after the motion seeking preliminary approval of
6 the Settlement was filed with the Court, Target served upon the appropriate state official of each
7 state in which a Class Member resides and the appropriate federal official a notice of the
8 Settlement consisting of: copies of the operative complaint in this action; a notice of the
9 scheduled judicial hearings in this action; copies of the Settlement Agreement, proposed notices
10 of class action settlement and Class Members' right to request exclusion from the class; and the
11 names of Class Members who reside in each state and the estimated proportionate share of the
12 claims of Class Members in each state to the entire Settlement. The notice of Settlement also
13 invited comment on the Settlement. The Court finds and determines that Target's notice of the
14 Settlement was timely, adequate, and compliant with the Class Action Fairness Act of 2005
15 ("CAFA"), 28 U.S.C. § 1715, and that 28 U.S.C. section 1715(e) has no application to the
16 Settlement.

17 3. In addition to the notice to the Class and the CAFA notice described above, the
18 California Labor and Workforce Development Agency (the "LWDA") was given timely notice of
19 the Settlement pursuant to the California Labor Code Private Attorneys General Act ("PAGA"),
20 Cal. Lab. Code § 2699(l)(2). The notice of Settlement invited comment on the Settlement. The
21 Court finds and determines that this notice of the Settlement was timely, adequate, and compliant
22 with PAGA.

23 4. For the reasons stated in the Preliminary Approval Order, the Court finds and
24 determines that the proposed Class, as defined in the definitions section of the Settlement and
25 conditionally certified by the Preliminary Approval Order, meets all of the legal requirements for
26 class certification, and it is hereby ordered that the Class is finally approved and certified as a
27 class for purposes of the Settlement.

28 5. [The Court overrules the objections raised by objecting Class Members.]

1 6. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate to the Class and to each Class Member and that the Class Members who
3 did not timely submit valid elections not to participate in the Settlement in accordance with the
4 Settlement Agreement and the Preliminary Approval Order will be bound by the Settlement, that
5 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
6 should be and hereby are ordered to be consummated.

7 7. The Court finds and determines that the Settlement Shares to be paid to the Class
8 Members, as provided for by the Settlement, are fair and reasonable. The Court hereby gives
9 final approval to and orders the payment of those amounts be made to the Class Members out of
10 the Net Settlement Amount in accordance with the Settlement.

11 8. The Court finds and determines that the fees and expenses in administering the
12 Settlement, in the amount of \$ [REDACTED], are fair and reasonable. The Court hereby gives final
13 approval to and orders that amount be paid out of the Maximum Settlement Amount in
14 accordance with the Settlement.

15 9. The Court determines by separate order the request by plaintiffs and Class Counsel
16 to the Class Representative Payments and the Class Counsel Fees and Expenses Payment.

17 10. Without affecting the finality of this order in any way, the Court retains
18 jurisdiction of all matters relating to the interpretation, administration, implementation,
19 effectuation and enforcement of this order and the Settlement.

20 11. Nothing in this order will preclude any action to enforce the parties' obligations
21 under the Settlement or under this order, including the requirement that Target make payments to
22 the Class Members in accordance with the Settlement.

23 12. Upon completion of administration of the Settlement, the Settlement Administrator
24 will provide written certification of such completion to the Court and counsel for the parties.

25 13. Pursuant to the Settlement, plaintiffs and all Class Members who did not timely
26 submit valid elections not to participate are permanently barred from prosecuting against Target,
27 and its parents, predecessors, successors, subsidiaries, affiliates, joint ventures, and trusts, and all
28 of its employees, officers, agents, attorneys, stockholders, fiduciaries, other service providers, and

1 related persons and entities, and assigns, any of the claims released by them under the Settlement.

2 14. The parties are hereby ordered to comply with the terms of the Settlement.

3 15. The Court hereby enters final judgment in accordance with the terms of the
4 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
5 entered on January [REDACTED], 2021, and this order, each side to bear its own costs and attorneys' fees
6 except as provided by the Settlement.

7 IT IS SO ORDERED.

8 Dated: _____, 2021.

9 _____
10 David Cohn
11 Judge of the Superior Court
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EXHIBIT H

[STIPULATION AND (PROPOSED) ORDER FOR DISMISSAL OF THE
ORNELAS ACTION]

1 (Counsel of record on next page)
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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 JOSEPH D. ORNELAS and RODNEY
13 ALAN ROBINSON, JR., on behalf of
14 themselves and all others similarly
situated,

15 Plaintiffs,
16

17 vs.

18 TARGET CORPORATION, a
19 Minnesota corporation, and DOES 1
through 100, inclusive,

20 Defendants.
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No. 5:19-cv-01814-JVS-SP

**STIPULATION OF DISMISSAL WITH
PREJUDICE**

Courtroom: 10D

Judge: Hon. James V. Selna

Complaint filed: August 19, 2019

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10 Attorneys for Plaintiffs
11 Joseph D. Ornelas and Rodney Alan Robinson, Jr.

12 JEFFREY D. WOHL (Cal. State Bar No. 096838)
13 RYAN D. DERRY (Cal. State Bar No. 244337)
14 PAUL A. HOLTON (Cal. State Bar No. 313047)
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20 Attorneys for Defendant
21 Target Corporation
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1 Pursuant to Rule 41(a)(1)(A)(ii), Federal Rules of Civil Procedure, plaintiffs
2 Joseph D. Ornelas and Rodney Alan Robinson, Jr., and defendant Target Corporation,
3 acting through their respective counsel of record, hereby stipulate that this action be and
4 hereby is DISMISSED WITH PREJUDICE, each side to bear its own costs and
5 attorneys' fees.

6 I, Jeffrey D. Wohl, attest that all other signatories listed concur in the filing's
7 content and have authorized the filing.

8 Dated: [REDACTED], 2021.

TOREY JOSEPH FAVAROTE
GLEASON & FAVAROTE, LLP

JOSEPH R. BECERRA
BECERRA LAW FIRM

11 By: _____

12 Torey Joseph Favarote
13 Attorneys for Plaintiffs
14 Joseph D. Ornelas and Rodney Alan
Robinson, Jr.

15 Dated: [REDACTED], 2021.

JEFFREY D. WOHL
RYAN D. DERRY
PAUL A. HOLTON
ANNA M. SKAGGS
PAUL HASTINGS LLP

19 By: _____

20 Jeffrey D. Wohl
21 Attorneys for Defendant
22 Target Corporation
23
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(Counsel listed on the next page)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ARTHUR BARNES, JOSEPH D.
ORNELAS and RODNEY ALAN
ROBINSON, JR., on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

TARGET CORPORATION, a Minnesota
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

No. CIVDS2007761 [consolidated with
Nos. CIVDS2012750 and CIVDS2004578]

[PROPOSED] ORDER:

- (1) **PRELIMINARILY APPROVING
PROPOSED SETTLEMENT;**
- (2) **CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;**
- (3) **APPOINTING CLASS
REPRESENTATIVES, CLASS
COUNSEL, AND SETTLEMENT
ADMINISTRATOR;**
- (4) **APPROVING CLASS NOTICE
PACKET; AND**
- (5) **SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Date: January 5, 2021
Time: 10:00 a.m.
Judge: Hon. David Cohn
Dept.: S-26
247 West Third Street
San Bernardino, California 92415

Complaint filed: March 13, 2020
Trial date: None set

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8 E-mail: tfavarote@gleasonfavarote.com

9 Attorneys for Plaintiffs
Arthur Barnes, Joseph D. Ornelas and Rodney Alan Robinson, Jr.

11 JEFFREY D. WOHL (Cal. State Bar No. 096838)
RYAN D. DERRY (Cal. State Bar No. 244337)
12 PAUL A. HOLTON (Cal. State Bar No. 313047)
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17 annaskaggs@paulhastings.com

18 Attorneys for Defendant
Target Corporation
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1 On January 5, 2021, a hearing was held on the joint motion of plaintiffs Arthur Barnes,
2 Joseph D. Ornelas and Rodney Alan Robinson, Jr. (collectively, "Plaintiffs"), and defendant
3 Target Corporation ("Target"), for conditional certification of a settlement class in this action,
4 preliminary approval of the parties' proposed settlement; approval of the Class Notice Packet,
5 appointing Class Representatives, Class Counsel and the proposed Settlement Administrator, and
6 the setting of a date for the hearing on final approval of the settlement. Joseph R. Becerra of
7 Becerra Law Firm and Torey Joseph Favarote of Gleason Favarote LLP appeared for Plaintiffs;
8 and Jeffrey D. Wohl, Ryan D. Derry, Paul A. Holton, and Anna M. Skaggs of Paul Hastings LLP
9 appeared for Target.

10 The Court having read and considered the papers on the motion, the arguments of counsel,
11 and the law; and good cause appearing therefore,

12 IT IS ORDERED:

13 1. The parties' Settlement Agreement (the "Settlement" or the "Agreement") is
14 granted preliminary approval as it meets the criteria for preliminary settlement approval. The
15 Settlement falls within the range of possible approval as fair, adequate and reasonable, and
16 appears to be the product of arm's length and informed negotiations and to treat all Class
17 Members fairly.

18 2. The parties' proposed notice plan is constitutionally sound because individual
19 notices will be mailed to all Class Members whose identities are known to the parties, and such
20 notice is the best notice practicable. The parties' proposed Notice of Proposed Settlement,
21 Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing
22 Date for Final Court Approval (the "Class Notice") (Settlement, Exh. A), and proposed forms of
23 Class Member Settlement Information Sheet and Election Not to Participate in Settlement (*id.*,
24 Exhs. B, C) (collectively, the "Class Notice Packet") are sufficient to inform Class Members of
25 the terms of the Settlement, their rights under the Settlement, their rights to object to or comment
26 on the Settlement, their right to receive a Settlement Share or elect not to participate in the
27 Settlement, and the processes for doing so, and the date and location of the final approval hearing
28 and are therefore approved.

1 3. The proposed class is conditionally certified. The class satisfies the requirements
2 of a settlement class because the class members are readily ascertainable and a well-defined
3 community of interest exists in the questions of law and fact affecting the parties. The class is
4 defined as:

5 All non-exempt team members who worked for Target (i) under an alternative
6 workweek schedule at one or more of Target's seven California distribution
7 centers from March 21, 2019, through August 11, 2019; and/or (ii) all non-exempt
8 team members who worked for Target at one or more of Target's seven California
distribution centers from March 21, 2019, through January 5, 2021. The Class
does not include any individuals who already have resolved the claims asserted in
the Action, whether by settlement or adjudication.

9 4. Plaintiffs Arthur Barnes, Joseph D. Ornelas and Rodney Alan Robinson, Jr., are
10 appointed the Class Representatives.

11 5. Joseph R. Becerra of Becerra Law Firm and Torey Joseph Favarote of Gleason
12 Favarote LLP are appointed Class Counsel.

13 6. Rust Consulting, Inc. is appointed to act as the Settlement Administrator, pursuant
14 to the terms set forth in the Agreement.

15 7. The Class Notice will be disseminated according to the notice plan described in the
16 Settlement Agreement and substantially in the form submitted by the parties. Proof of
17 distribution of the Class Notice will be filed by the parties in conjunction with the motion for an
18 order granting final approval of the Settlement.

19 8. Target is directed to provide to the Settlement Administrator not later than 25 days
20 after the date of this order the Class Members' Data as specified by the Settlement Agreement.

21 9. The Settlement Administrator is directed to mail the approved Class Notice Packet
22 by first-class mail to the Class Members not later than 15 days after receipt of the Class
23 Members' Data.

24 10. Any Class Member who elects not to participate in the Settlement has until 45
25 days after the mailing of the Class Notice Packet to submit his or her Election Not to Participate
26 in Settlement pursuant to the procedures set forth in the Class Notice.

27 11. Class Members will receive a Settlement Share if, not later than 45 days after the
28 Settlement Administrator mails the Class Notice Packet, they do not submit a valid and timely

1 Election Not to Participate in Settlement.

2 12. Any Class Member who wishes to object to the Settlement has until 45 days after
3 the mailing of the Class Notice Packet to file with the Superior Court and serve on counsel for the
4 parties his or her written objection (and, if he or she wishes to appear at the final approval
5 hearing, to indicate in his or her written objection an intention to appear), pursuant to the
6 procedures set forth in the Class Notice.

7 13. Any Class Member who wishes to object to the requests for the Class
8 Representative Payment or the Class Counsel Fees and Expenses Payment has until 9 court days
9 before the Final Approval Hearing to file with the Court and serve on counsel for the parties his
10 or her written objection (and, if he or she wishes to appear at the final approval hearing, to
11 indicate in his or her written objection an intention to appear), pursuant to the procedures set forth
12 in the Class Notice.

13 14. A final approval hearing will be held on May 21, 2021, at 10:00 a.m., to determine
14 whether the Settlement should be granted final approval as fair, reasonable, and adequate as to the
15 Class Members. The Court will hear all evidence and argument necessary to evaluate the
16 Settlement, and will consider plaintiffs and Class Counsel's request, made by separate motion, for
17 the Class Representative Payments and the Class Counsel Fees and Expenses Payment. Class
18 Members and their counsel may support or oppose the Settlement and the motion for awards of
19 the Class Representative Payments and the Class Counsel Fees and Expenses Payment, if they so
20 desire, as set forth in the Class Notice.

21 15. The Court reserves the right to continue the date of the final approval hearing
22 without further notice to Class Members. The Court retains jurisdiction to consider all further
23 applications arising out of or in connection with the Settlement.

24 IT IS SO ORDERED.

25 Dated: January ___, 2021.

26 _____
27 David Cohn
28 Judge of the Superior Court