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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CINNAMON MILLS, individually, on a representative basis, and on behalf of all others similarly situated;	}	Case No.: 5:20-CV-01460-JGB-KK <i>[Assigned to Hon. Jesus G. Bernal</i>	
Plaintiff,		}	DECLARATION OF JENNIFER MILLS FOR RUST CONSULTING, INC.
vs.			
TARGET CORPORATION, a Minnesota Corporation; and DOES 1 through 20, inclusive;	<u>Hearing</u> Date: April 22, 2024 Time: 9:00 a.m. Courtroom: 1		
Defendants.	}		

I, Jennifer Mills, declare as follows:

1. I am a Program Manager for Rust Consulting, Inc. (“Rust”). My business address is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is (612) 359-2025. I am over twenty-one years of age and am authorized to make this declaration on behalf of Rust and myself.

1 2. Rust has extensive experience in class action matters, having provided
2 services in class action settlements involving antitrust, securities fraud, property
3 damage, employment discrimination, employment wage and hour, product liability,
4 insurance and consumer issues. We have provided notification and/or claims
5 administration services in more than 8,000 cases. Of these, over 3,750 were Labor
6 & Employment cases.

7 3. Rust was engaged by Counsel for the Plaintiffs and Counsel for the
8 Defendants (collectively the “Parties”) to provide notification services in the
9 *Cinnamon Mills v. Target Corporation et al.* Settlement (“Settlement”). Duties
10 included: a) preparing, printing and mailing of the *Notice of Proposed Class Action*
11 *Settlement and Final Approval Hearing* (“Notice”) and *Class Member Settlement*
12 *Information Sheet* (“Information Sheet”), (collectively known as the “Class
13 Notice”); b) tracking of Exclusions, Information Sheets and objections; c) drafting
14 and mailing Settlement Award checks; d) posting of applicable Settlement
15 documents on a publicly available website; and e) for such other tasks as the Parties
16 mutually agree or the Court orders Rust to perform.

17 4. Rust obtained a mailing address of Target Vested Vacation Settlement
18 Administrator, c/o Rust Consulting, Inc. - 8520, P.O. Box 2396, Faribault,
19 Minnesota 55021-9096 to receive Exclusions, Information Sheets, objections,
20 undeliverable Class Notices and other communications regarding the Settlement.

21 5. Rust obtained a toll-free telephone number of (866) 403-1834 for Class
22 Members to call with questions regarding the Settlement. The toll-free telephone
23 number was included in the Class Notice.

24 6. Rust obtained an email address of info@TargetCorpSettlement.com for
25 receiving communications about the Settlement. The email address was included in
26 the Class Notice.

27 7. Rust posted the Class Notice, Order and Settlement Agreement for
28 viewing, downloading and/or printing on

1 www.RustConsulting.com/cases/TargetVestedVacationSettlement. The link was
2 included in the Class Notice.

3 8. On or about December 19, 2023, Rust received text for the Notice and
4 Information Sheet from Counsel. A draft of the formatted Class Notice, was
5 prepared by Rust and approved by the Parties. Attached as **Exhibit A** is a copy of
6 the final Class Notice.

7 9. On or about January 15, 2024, Counsel for the Defendants provided
8 Rust with a mailing list containing Class Member's names, last known addresses,
9 Social Security Numbers and applicable employment information ("Class List").
10 The Class List contained data for 13,529 potential Class Members.

11 10. The mailing addresses contained in the Class List were processed and
12 updated utilizing the National Change of Address Database ("NCOA") maintained
13 by the U.S. Postal Service. The NCOA contains requested changes of address filed
14 with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal
15 Service change of address request, the address listed with the NCOA would be
16 utilized in connection with the mailing of the Class Notice.

17 11. On January 26, 2024, Class Notices were mailed to 13,529 Class
18 Members contained in the Class List via First Class mail. The Class Notice advised
19 Class Members that they could submit an Exclusion, Information Sheet and/or
20 objection postmarked by February 26, 2024.

21 12. Rust performed 1,139 address traces on Class Notices returned as
22 undeliverable for the first time as of February 26, 2024. The address trace utilizes
23 the Class Member's name, previous address and Social Security Number for
24 locating a current address. Of the 1,139 traces performed, 966 more current
25 addresses were obtained and Class Notices were promptly re-mailed to those Class
26 Members via First Class mail. Of the 1,139 traces performed, Rust did not obtain
27 updated addresses for 173 undeliverable Class Notices. Of the 966 Class Notices
28 mailed to a more current address identified from trace, four (4) Class Notices were

1 returned to Rust as undeliverable a second time. As of this date, 177 Class Notices
2 remain undeliverable, resulting in a 98.7% success rate in mailing the Class Notices.

3 13. As of this date, 144 Class Notices were returned by the Post Office
4 with forwarding addresses attached as of February 26, 2024. Rust promptly re-
5 mailed Class Notices to those Class Members via First Class mail.

6 14. As of this date, Rust received three (3) requests to re-mail the Class
7 Notice which were promptly re-mailed via First Class mail.

8 15. Re-mailed Class Notices were provided an extended deadline of 14
9 days after the response deadline date.

10 16. As of this date, Rust received one (1) Exclusion with a postmark on or
11 before February 26, 2024. This results in 13,528 Participating Class Members
12 (excluding the one opt-out).

13 17. As of this date, Rust received zero (0) objections.

14 18. As of this date, Rust received 21 Information Sheets. Of the 21
15 Information Sheets received, zero (0) Class Members disputed their Unpaid Vested
16 Vacation Wages provided by the Defendant.

17 19. Under the Settlement, if any Class Member's actual Unpaid Vested
18 Vacation Wages owed are less than \$5.00, Class Counsel's agreed to reduce its
19 attorneys' fees request to bring up all payments up to the \$5.00 Minimum Payment.
20 It has been determined that \$14,356.52 will be required to increase all class
21 payments to the \$5.00 Minimum Payment, which will be paid by deducting Class
22 Counsel's actual attorneys' fees (see below).

23 20. The Net Settlement Amount of \$329,312.52 will be used to pay Class
24 Members for their actual Unpaid Vested Vacation Wages owed while ensuring that
25 no payment is less than the \$5.00 Minimum Payment.
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21. In addition, Target will also fund the following payments from Maximum Settlement Amount of \$945,456.00:

- i. PAGA Penalties of \$48,800;
- ii. Settlement Administrator Costs of \$47,000;
- iii. A service award of \$10,000 to Plaintiff/Class Representative;
- iv. Class Counsel actual attorneys' fees of \$489,393.48 (which is \$503,750 less the \$14,356.52 Minimum Payment);
- v. Class Counsel's actual costs of \$20,950.

22. As noted, \$48,800 of the Maximum Settlement Amount has been allocated toward PAGA Penalties, of which 75%, or \$36,600.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$12,200.00, shall be paid to Aggrieved Employees who were employed by Target during the PAGA Period.

23. Rust Consulting's costs associated with the administration of this matter are \$47,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the bid/proposal from Rust is attached hereto as **Exhibit B**.

I declare under penalty of perjury that the above is true and correct to the best of my knowledge and that this Declaration was executed this 18th day of March 2024, at Minneapolis, MN.


JENNIFER MILLS

Exhibit A

TARGET VESTED VACATION SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC - 8520
PO BOX 2396
FARIBAULT MN 55021-9096

IMPORTANT LEGAL MATERIALS



- UAA - <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

FOR OFFICIAL USE ONLY

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Page 1 of 2

Claimant ID #: <<barcode39>>

CLASS MEMBER SETTLEMENT INFORMATION SHEET

MILLS V. TARGET CORP.
U.S.D.C., C.D. Cal., No. 5:20-cv-01460 JGB (KKx)

PLEASE REVIEW THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT AND PERSONAL 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 <<ResponseDeadline1>>, TO:

Target Vested Vacation Settlement Administrator
c/o Rust Consulting, Inc. - 8520
P.O. Box 2396
Faribault, MN 55021-9096
Telephone: (866) 403-1834

IF YOU NEED TO CORRECT ONLY YOUR CONTACT INFORMATION, YOU ALSO MAY CALL THE SETTLEMENT ADMINISTRATOR AT (866) 403-1834 OR CALL CLASS COUNSEL, LAUBY, MANKIN & LAUBY, LLP, AT (951) 320-1444, OR E-MAIL THEM AT BRIAN@LMLFIRM.COM.

PERSONAL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

1. Your name: <<Name1>>
 2. Your mailing address: <<Address1>>
<<Address2>>
<<City>><<State>><<ZipCode>>
 3. Last four digits of your Social Security number: XXX-XX-<<XRef2>>
 4. Unpaid Vested Vacation Wages from June 10, 2016, through August 17, 2021: \$<<WorkWeeks>>
- Your estimated Settlement Share: \$<<EstimatedAward>>

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



* 8 5 2 0 *



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- <<SequenceNo>>

Corrected Information

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

- Include telephone number, starting with area code: (____ ____ ____) ____ ____ ____ - ____ ____ ____
3. *Corrected* last four digits of your Social Security number: XXX-XX-____ ____ ____ ____
(you are *not* required to provide your entire Social Security number)
4. *Corrected* Unpaid Vested Vacation Wages from June 10, 2016, through August 17, 2021 \$ _____

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] _____.

Signature: _____

Print Name: _____

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

Mills v. Target Corporation
(U.S.D.C., C.D. Cal., No. 5:20-cv-01460 JGB (KKx)) (the “Action”)

To: All Class Members, defined as: all former non-exempt employees employed by Target Corporation (“Target”) in the State of California whose employment ended on or after June 10, 2016, through August 17, 2021, and who, at the time of termination of employment, (a) received shift differential pay during the last workweek worked for Target, (b) had vested vacation wages owed upon separation of employment, and (c) upon termination of employment were paid for their vested vacation wages at a rate that did not include the shift differential pay, 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 is not junk mail, spam, an advertisement, or a solicitation by a lawyer. You are not being sued.

You may be eligible to receive money as a Class Member under a proposed settlement (the “Settlement”) of this Action brought by plaintiff Cinnamon Mills (“Plaintiff”) for unpaid vested vacation wages allegedly owed at the end of your employment with Target (your “Settlement Share”). Additionally, if you received this Notice because you qualify as a Class Member and your employment with Target ended after June 10, 2019, through August 17, 2021, you also qualify as a “PAGA Group Member,” which will entitle you to a share of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). The Settlement has been preliminarily approved by the U.S. District Court for the Central District of California (the “District Court”). This Notice explains the terms of the Settlement, along with your rights and options, which are summarized in the Chart below.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your Settlement Share, then no further action is required on your part. You will automatically receive your Settlement Share if the Settlement receives final approval by the District Court. You also will be bound by the terms of the Settlement and will give up your right to sue on the Class Members’ Released Claims described below. Review the enclosed Class Member Information Sheet to see your estimated Settlement Share, and confirm that your contact information is correct. If any changes are needed, see section 7 of this Notice for instructions.
OPT OUT (EXCLUDE YOURSELF FROM THE SETTLEMENT)	If you do not want to participate in the Settlement, you can opt out of the Settlement by sending the Settlement Administrator a written Exclusion from Settlement. If you opt out, you will no longer be a Class Member, and (1) you will <u>not</u> receive your Settlement Share; (2) you will preserve your right to pursue a claim individually on the Class Members’ Released Claims described below, subject to applicable statutes of limitations; and (3) you will be barred from filing an objection to the Settlement. See section 4.4 of this Notice for instructions. However, you cannot opt out of the PAGA part of the Settlement. You still will receive your share of the PAGA part of the Settlement, and will be barred from pursuing any of the Released PAGA Claims described below.
OBJECT TO THE SETTLEMENT	All Class Members who do not opt out of the Settlement (“Participating Class Members”) can object to any aspect of the Settlement. See section 4.3 of this Notice for instructions.
DISPUTE YOUR SETTLEMENT SHARE	If you believe that the amount shown on the enclosed Class Member Information Sheet as your share of the Share is incorrect, you may challenge it. See section 3.4 of this Notice for instructions. Please note that your Settlement Share includes 100% of your unpaid vested vacation wages, subject to a minimum \$5.00 payment. (Class Counsel will reduce their attorneys’ fees request to ensure that no Class Member receives less than \$5.00.) The Parties heavily litigated this matter in District Court and the Ninth Circuit Court of Appeals. Plaintiff won on the claim that vested vacation wages payable upon termination must include shift differentials, but lost on the claim for waiting-time penalties. In addition to Settlement Shares, the Settlement covers settlement of Plaintiff’s PAGA Claims, the Class Representative Service Payment, Class Counsel’s attorneys’ fees and litigation expenses, and the Settlement Administrator’s expenses.

1. WHAT IS THIS NOTICE ABOUT?

The District Court has certified the Class and preliminarily approved the Settlement. 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, exclude yourself from the Settlement or provide corrected information to the Settlement Administrator. If finally approved by the District Court, the Settlement will be binding upon you unless you submit an Exclusion from Settlement, but even if you do, you still will be bound by the Settlement's resolution of Plaintiff's claims for civil penalties under PAGA.

2. WHAT IS THIS LAWSUIT ABOUT?

In the Action, Plaintiff alleged that Target failed to pay vested vacation wages upon termination of employment at a rate that included shift differentials. The difference between vested vacation wages that included shift differentials and those that did not is called "Unpaid Vested Vacation Wages." Based on this allegation, Plaintiff asserted claims for Unpaid Vested Vacation Wages under California Labor Code section 227.3 ("Section 227.3") and California Business & Professions Code section 17200 *et seq.* ("Section 17200"); waiting-time penalties under California Labor Code section 203 ("Section 203"); and civil penalties under PAGA. Plaintiff sued on behalf of herself and the Class.

Target denied all of Plaintiff's material allegations. Specifically, Target contended, among other things, that Plaintiff and the putative class were paid all vested vacation wages upon termination to which they were entitled, and that waiting-time penalties and PAGA penalties should not be awarded even if Unpaid Vested Vacation Wages were owed.

The District Court denied Target's motion for summary judgment on Plaintiff's Sections 227.3 and 17200 claims, granted Target's motion for summary judgment on Plaintiff's Section 203 claim, and granted Plaintiff's motion for class certification. The U.S. Court of Appeals for the Ninth Circuit (the "Ninth Circuit") affirmed the District Court's rulings on Target's motion for summary judgment.

Following the Ninth Circuit's ruling, the parties negotiated and agreed to the Settlement. 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.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Target Will Pay \$945,456.00 as the Maximum Settlement Amount. Target has agreed to pay the Maximum Settlement Amount (plus Target's share of payroll taxes on the Class Member's Settlement Shares) into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Maximum Settlement Amount to pay the Class Members' Settlement Shares, the PAGA settlement payments, the Class Representative Service Payment, Class Counsel's Fees and Expenses, and the Settlement Administrator's Expenses. If the District Court grants Final Approval, Target will fund the Maximum Settlement Amount not more than 10 days after the Judgment is entered by the District Court and the Settlement becomes Final. The Judgment will become Final on after the deadline to file an appeal has passed or any appeal is resolved.
2. Court-Approved Payments from the Maximum Settlement Amount. At the Final Approval Hearing, Plaintiff and Class Counsel will ask the District Court to approve the following payments from the Maximum Settlement Amount:
 - a. Settlement Shares to Class Members. To each Participating Class Member (i.e., those who do not submit a timely Exclusion from Settlement) a Settlement Share that is equal or greater than the Class Member's Unpaid Vested Vacation Wages, calculated as follows: A Class Member's Settlement Share will equal the product of (a) the Class Member's Unpaid Vested Vacation Wages divided by the total Unpaid Vested Vacation Wages of all Class Members times (b) the Net Settlement Amount (defined below), provided that no Settlement Share will be less than \$5.00. An approximation of your Settlement Share based on these assumptions appears on your Class Member Information Sheet accompanying this Notice.
 - b. PAGA Settlement Payment. A PAGA Settlement Payment of \$48,000, 75% or \$36,600 payable to the California Labor Workforce Development Agency ("LWDA") and 25% or \$12,200 payable to all PAGA Group Members in equal shares. The payment will be made to all PAGA Group Members regardless of whether a PAGA Group Member timely submits an Exclusion from Settlement.

- c. Class Representative Service Payment. To Plaintiff, \$10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive from the Settlement other than Plaintiff's Settlement Share and her share of the PAGA Settlement Payment.
 - d. Class Counsel's Attorneys' Fees and Expenses. To Class Counsel, \$503,750 for attorneys' fees and \$20,950 for litigation expenses incurred by them in prosecuting the Action. Class Counsel include several lawyers from two law firms who have handled all the litigation against Target in the District Court and the Ninth Circuit. Class Counsel have been prosecuting the Action against Target on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or costs. Class Counsel will ask the District Court to Order Target to pay its estimated attorneys' fees (hours worked multiplied by the hourly rate of all attorneys, which is not to exceed \$503,750) as fair and reasonable compensation for the work Class Counsel performed and will continue to perform in the Action through final approval of the Settlement. Class Counsel will reduce its fees request in order to cover the \$5.00 minimum Settlement Share to all Class Members, if that becomes necessary.
 - e. Settlement Administrator Expenses. To the Settlement Administrator, \$47,000 to cover its reasonable costs of administering the Settlement. The District Court has appointed Rust Consulting, Inc., to act as the Settlement Administrator and administer the Settlement, including resolving any dispute concerning the calculation of a Class Member's Settlement Share.
3. "Net Settlement Amount." The Net Settlement Amount means the Maximum Settlement Amount less (i) the PAGA Settlement Payment; (ii) the Class Representative Service Payment; (iii) the Class Counsel Fees and Expenses Payment; and (iv) the Settlement Administrator's fees and expenses. If the District Court awards less than the amount sought for any of these payments, the difference between the amount sought and the amount awarded will be retained as part of the Net Settlement Amount for distribution to Class Members.
4. Challenge the Calculation of your Settlement Share. 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 <<ResponseDeadline2>> (the "Response Deadline"), 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. If you wish merely to update your contact information, you may call the Settlement Administrator or call or e-mail Class Counsel by the Response Deadline.
5. If five percent or more of Class Members, or a number of Class Members whose Settlement Shares represent five percent or more of the Settlement Shares of all Class Members, timely submit Exclusions from 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 District Court whether it is exercising this right to void not later than seven days after the Settlement Administrator notifies the Parties of the number of Exclusions from Settlement.
6. If the District 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 Plaintiff 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 District Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment and the Class Counsel Fees and Expenses Payment will not constitute a material change to the Settlement. Notwithstanding the foregoing, Plaintiff and Class Counsel reserve their right to appeal an award by the District Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment and Class Counsel Fees and Expenses Payment, but not the approval of the Settlement otherwise.

7. 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 submit a timely Exclusion from Settlement releases any and all claims against the Target Released Parties that were 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 the allegations that Target failed to timely pay Unpaid Vested Vacation Wages for the period from June 10, 2016, through August 17, 2021. Such claims include, but are not necessarily limited to, claims for Unpaid Vested Vacation Wages under Sections 227.3 and 17200; claims for waiting-time penalties under Section 203 based on Unpaid Vested Vacation Wages; any other associated statutory or civil penalties, whether recovery is founded on federal, state, or municipal law; and any associated claim for interest, attorneys' fees, or costs, based on Unpaid Vested Vacation Wages (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. However, the Class Members' Released Claims do not include a claim that Target failed to pay vested vacation wages upon termination other than Unpaid Vested Vacation Wages.

"Target Released Parties" means 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.

8. The Settlement includes the following release for Plaintiff, the LWDA and PAGA Group Members:

In consideration of their portion of the PAGA Settlement Payment and the other terms and conditions of the Settlement, all PAGA Group Members are deemed to release the Target Released Parties from all claims for civil penalties under PAGA that Plaintiff alleged against the Target Released Parties, on behalf of PAGA Group Members and State of California, based on the factual allegations made in the Action or otherwise based on or related to the allegations that Target failed to timely pay Unpaid Vested Vacation Wages for the period from June 10, 2019, through August 17, 2021 (the "Released PAGA Claims"), including civil penalties based on (1) claims for Unpaid Vested Vacation Wages under Sections 227.3 and 17200; (2) claims for waiting-time penalties under Section 203 based on Unpaid Vested Vacation Wages; (3) claims for any other associated penalties, whether recovery is founded on federal, state, or municipal law, based on Unpaid Vested Vacation Wages; and (4) any associated claim for interest, attorneys' fees, or costs, based on Unpaid Vested Vacation Wages. The Released PAGA Claims include all such claims, whether known or unknown by PAGA Group Members. By this release, the PAGA Group Members do not release any claims for wages or statutory penalties.

9. **Plaintiff and Class Counsel's Support of the Settlement:** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the inherent delays and uncertainties associated with litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial, would be very expensive and protracted. 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. Target does not oppose or challenge the Settlement.

4. WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Receipt of Settlement Share:** If the enclosed Class Member Settlement Information Sheet ("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 District Court grants final approval of the Settlement. The Class Member Information Sheet provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share; your actual Settlement Share may be more or less. If the information in the Information Sheet is not correct, please correct the information on the form where indicated and return it to the Settlement Administrator at the following address by not later than <<ResponseDeadline2>> (again, the "Response Deadline"):

Target Vested Vacation Settlement Administrator
c/o Rust Consulting, Inc. - 8520
P.O. Box 2396
Faribault, MN 55021-9096
Telephone: (866) 403-1834
E-mail: info@targetcorpsettlement.com
www.rustconsulting.com/cases/TargetVestedVacationSettlement

Other than correcting your information, you may not change any other part of the Class Member 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. If you wish merely to update your contact information, you may call the Settlement Administrator at the number above or call/email Class Counsel (see Section 6 for their contact information).

2. **Participating in the Settlement:** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you submit a timely Exclusion from 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 District 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. To object to the Settlement, you must mail to the Settlement Administrator at the address shown above a written objection postmarked by not later than the Response Deadline. Your objection must include your full name, address, telephone number, last four digits of your Social Security number or date of birth, signature, and dates of employment with Target; the basis(es) for your objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof; and, if you are represented by counsel, the name and address of your counsel. The Parties will not be responsible for any attorneys' fees, costs or expenses incurred by you related to any objections to the Settlement.

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 District Court overrules your objection and you did not submit a timely Exclusion from 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 mail to the Settlement Administrator at the address shown above an Exclusion from Settlement postmarked no later than by the Response Deadline. Your Exclusion from Settlement must state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE TARGET LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

To be valid, your Exclusion from Settlement must include your full name, address, telephone number, last four digits of your Social Security number or date of birth, and signature. If you submit a timely Exclusion from Settlement, you will not participate in or be bound by the Settlement, will not receive a Settlement Share and will retain the right, if any, to pursue a claim against Target. However, if you also are a PAGA Group Member, you will remain a PAGA Group Member, remain subject to Plaintiff's settlement of her PAGA claims and receive your portion of the PAGA Settlement Payment. If you do not mail a timely Exclusion from Settlement 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 District Court, and by the Judgment, regardless of whether you have objected to the Settlement.

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

5. FINAL SETTLEMENT APPROVAL HEARING

The District Court will hold a final approval hearing on April 22, 2024, at 9:00 a.m., at 3470 Twelfth Street, Courtroom 1, Riverside, California 92501, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The District Court will also be asked to approve the requests for the Class Representative Payment 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.**

6. GETTING MORE INFORMATION

The Settlement Agreement sets forth everything Target and Plaintiff have agreed to do under the Settlement. The easiest way to read the Settlement Agreement or related documents is to go to the Settlement Administrator's website at www.rustconsulting.com/cases/TargetVestedVacationSettlement. You can also telephone the Settlement Administrator or telephone or send an e-mail to Class Counsel using the contact information listed below, or personally review court documents in the Clerk's Office at 3470 Twelfth Street, Riverside, California 92501.

DO NOT TELEPHONE THE DISTRICT COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for Class Counsel and the Settlement Administrator are below:

Class Counsel	
Brian Mankin, Esq. <i>brian@lmlfirm.com</i> Peter Carlson, Esq. <i>peter@lmlfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, California 92504 Tel: (951) 320-1444	Deepak Gupta <i>deepak@guptawessler.com</i> Gupta Wessler PLLC 2001 K Street, NW Suite 850 North Washington, D.C. 20006 Telephone: (202) 888-1741

Settlement Administrator
Target Vested Vacation Settlement Administrator c/o Rust Consulting, Inc. - 8520 P.O. Box 2396 Faribault, MN 55021-9096 Telephone: (866) 403-1834 E-mail: info@targetcorpsettlement.com www.rustconsulting.com/cases/TargetVestedVacationSettlement

7. WHAT IF I CHANGE MY ADDRESS?

You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address. You also may telephone or e-mail Class Counsel with your new address.

PLEASE DO NOT TELEPHONE THE DISTRICT COURT OR TARGET'S COUNSEL FOR INFORMATION REGARDING THE SETTLEMENT!

Exhibit B



Settlement Administration Estimate
Mills v. Target
September 20, 2023

Prepared by:
Andrew Meyer
Business Development Consultant
612-987-8835
ameyer@rustconsulting.com

EXPERIENCE

With experience on approximately 3,300 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Rust's infrastructure and capabilities related to data processing and security ensure that your sensitive data will be protected. Our "unified compliance posture" includes a system certification and accreditation under FISMA from two federal agencies and an annual SSAE18 SOC 2 Type II Report audit of our data and system security controls and protocols.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size	13,600
Project Cost	
Mailed Notice	\$ 15,876
Processing and Administration	\$ 865
Telephone support	\$ 5,141
Website	\$ 350
Fund Distribution & Tax Reporting	\$ 16,209
Project Management	\$ 10,825
Other Out-of-pocket Expenses	\$ 350
Project Cost	\$ 49,616
Discount	\$ (3,070)
Total Project Cost (assumes scope within)	\$ 46,547
TOTAL NOT TO EXCEED AMOUNT	\$ 47,000

Key Assumptions:
Notice mailing w/option to opt-out
Case specific Telephone support included
Email inbox set-up and monitored
Weekly Status Reports
Posting of relevant documents/information to Rust's Website
W2/1099 Payments with 180 payment void date
Uncashed to CA Controller's Office or Cy Pres
Preliminary, Final Approval and Final Payment Declarations
Not Included: Translation, Static or Dynamic Website,

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



Settlement Administration Estimate
Mills v. Target
September 20, 2023

Prepared by:
Andrew Meyer
Business Development Consultant
612-987-8835
ameyer@rustconsulting.com

Key Assumptions Used to Prepare this Estimate

Class Size	13,600	
Initial Mailed Notice:		
Mailed Notice	13,600	100.0%
Forwarded Notices	340	2.5%
Undeliverable Notices	1,360	10.0%
Re-Mailed Notices after Trace	1,088	80.0%
Telephone Support:		
Number of Telephone Contacts	1,632	12.0%
Connect Minutes per Call - CSRs	5.0	
Claimant Communications:		
Opt-outs / Correspondence received	68	0.5%
Payments	13,532	100.0%

Standard Hourly Rates*

SVP	\$175-\$275
Program Manager	\$160-\$180
Project Manager	\$100-\$140
Technical Consultant	\$110-\$180
Call Center Manager	\$125
CSR	\$ 43-\$ 50
Processor	\$ 43-\$ 50
Other	\$ 43-\$125

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is ASCII fixed width complete with field layout. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing. Notice package includes notice.

Telephone Support is included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate

Mills v. Target

September 20, 2023

Prepared by:
Andrew Meyer
 Business Development Consultant
 612-987-8835
 ameyer@rustconsulting.com

Administrative Task	Estimated Quantity	Per Unit	Task Amount	Total
Database Development				
Receive and Process Database	4 Hours @	\$ 175	\$ 700	\$ 700
Additional Efforts to Finalize Settlement Data			<i>As Incurred</i>	
Initial Mailed Notice				
CASS / NCOA / LACS Processing			\$ 500	
Email inbox set-up/created	1 Fee @	\$ 350	\$ 350	
Monthly hosting and maintenance	9 Months @	\$ 55	\$ 495	
Print and Mail Notice Package	13,600 Notices @	\$ 0.28	\$ 3,808	
Postage - 1 Ounce First Class	13,600 Notices @	\$ 0.53	\$ 7,222	\$ 12,375
Follow-up to Initial Notice				
Receive Undeliverable Notices and Update Database	1,360 Notices @	\$ 0.30	\$ 408	
Address Trace	1,360 Traces @	\$ 0.50	\$ 680	
Remail Notice Package	1,428 Notices @	\$ 0.60	\$ 857	
Remail Postage - 1 Ounce First Class	1,428 Notices @	\$ 0.60	\$ 857	\$ 2,802
Telephone Support				
Telephone Support	1,632 Calls @	2.50	\$ 4,080	
800# Charges	8,160 Minutes @	\$ 0.13	\$ 1,061	\$ 5,141
Website				
Posting of relevant documents/information to Rust site	1 Fee @	\$ 350	\$ 350	\$ 350
Processing and Administration				
Declarations - reviewed, signed/completion	3 Hours @	\$ 175	525	
Receipt, Process, and Validate Forms	68 Forms @	\$ 5.00	340	\$ 865
Additional Administrative Services Requested by Client				<i>As Incurred</i>
Fund Distribution				
Print and Mail Payments	13,532 Payments @	\$ 0.35	\$ 4,736	
Postage - 1 Ounce First Class	13,532 Payments @	\$ 0.53	\$ 7,185	
Check Processing	13,532 Payments @	\$ 0.15	\$ 2,030	
FDIC Fees			\$ 658	
Monthly Bank Account Fee	6 Months @	\$ 100	\$ 600	\$ 15,209
Tax Reporting				
Annual Fee -Qualified Settlement Fund	1 Year @	\$ 750	\$ 750	
Individual income Tax Reporting (W2/1099)	1 Year @	\$ 500	\$ 250	\$ 1,000
Project Management				
Director/Consultant	2 Hours @	\$ 225	Waived	
Project Management	46 Hours @	\$ 175	\$ 8,050	
Technical Consulting	15 Hours @	\$ 185	\$ 2,775	\$ 10,825
Other Charges and Out-of-pocket Costs				
				\$ 350
Total Settlement Administration Estimate				\$ 49,616



Settlement Administration Estimate Mills v. Target September 20, 2023

Prepared by:
Andrew Meyer
Business Development Consultant
612-987-8835
ameyer@rustconsulting.com

Terms and Conditions

All administration services to be provided by Rust Consulting to you ("Customer") shall be subject to the following terms and conditions:

1. Services. Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. Term. The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. Charges for Services. Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Customer to the extent that funds are received from the taxing authorities offset these charges. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. Payment of Charges. Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. **Claims Services are not provided on a contingency fee basis.**
5. Confidentiality. Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. Standard Banking Procedures. In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. In cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. Rights in Data. Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. Document Retention. Unless directed otherwise in writing by Customer, Rust will maintain digitally scanned documents of undeliverable mail, claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. Limitation of Liability: Disclaimer of Warranty. Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. Termination. The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. Notice. Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. Force Majeure. To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. Nonwaiver of Rights. No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. Jurisdiction. The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. Survival. All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. Entire Agreement. These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.