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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11 CINNAMON MILLS, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated;

14 Plaintiff,

15 vs.
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17 TARGET CORPORATION, a Minnesota
18 Corporation; and DOES 1 through 20,
19 inclusive;

20 Defendants.
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Case No.: 5:20-CV-01460-JGB-KK
[Assigned to Hon. Jesus G. Bernal]

**ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF JUDGMENT**

1 Plaintiff's Motion for Final Approval of the Class Action Settlement and Motion
2 for Attorneys' Fees, Costs and Service Payment (collectively, the "Final Approval
3 Motion") came on for hearing on in Courtroom 1 of the above-entitled court. The Final
4 Approval Motion was unopposed by Defendant Target Corporation ("Defendant" or
5 "Target").

6 Having considered the Final Approval Motion, the Class Action and PAGA
7 Settlement Agreement (the "Settlement Agreement"), the supporting declarations, and all
8 other materials properly before the Court and having conducted the necessary inquiry, the
9 Court finds that the Settlement was entered into by all Parties in good faith, and the
10 Settlement is approved. Due and adequate notice having been given to the Class, and the
11 Court having considered the Settlement Agreement, all papers filed and proceedings had
12 herein and all oral and written comments received regarding the proposed settlement, and
13 having reviewed the record in this Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Order and Judgment, refers to all defined
16 terms as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter over this Action, the Class
18 Representative, the Class Members, and Defendants. The Court finally appoints Plaintiff
19 as Class Representative, and further appoints the following as Class Counsel: Brian
20 Mankin and Peter Carlson of Lauby Mankin Lauby LLP ("LML"); and Deepak Gupta of
21 Gupta Wessler LLP ("Gupta").

22 3. For purposes of effectuating this Order and Judgment, this Court has
23 certified the following class: "All former non-exempt employees employed by Target in
24 the State of California whose employment ended on or after June 10, 2016, through
25 August 17, 2021, and who, at the time of termination of employment, (a) received shift
26 differential pay during the last workweek worked for Target, (b) had vested vacation
27 wages owed upon separation of employment, and (c) upon termination of employment
28 were paid for their vested vacation wages at a rate that did not include the shift

1 differential pay.”

2 4. As set forth in the Settlement Agreement, PAGA Group Members includes:
3 “all former non-exempt employees employed by Target in the State of California whose
4 employment ended on or after June 10, 2019, through August 17, 2021, and who, at the
5 time of termination of employment, (a) received shift differential pay during the last
6 workweek worked for Target, (b) had vested vacation wages owed upon separation of
7 employment, and (c) upon termination of employment were paid for their vested vacation
8 wages at a rate that did not include the shift differential pay.”

9 5. The Court finds that the distribution of the Class Notice, as provided for in
10 the Order Granting Preliminary Approval for the Settlement, constituted the best notice
11 practicable under the circumstances to all Class Members and fully met the requirements
12 of applicable law and due process under the California and United States Constitution.
13 Based on evidence and other material submitted, the actual notice to the Class was
14 adequate.

15 6. The Court finds that the instant Action presented a good faith dispute of the
16 claims alleged, and the Court finds in favor of settlement approval.

17 7. The Class Members’ Released Claims on behalf of the Participating Class
18 Members included:

- 19 a. all claims against the Target Released Parties that were raised or that
20 could have been raised in the Action based on the factual allegations
21 made in the Action or otherwise based on or related to the allegations
22 that Target failed to timely pay Unpaid Vested Vacation Wages
23 during the Class Period of June 10, 2016, through August 17, 2021;
24 claims for Unpaid Vested Vacation Wages under Sections 227.3 and
25 17200; claims for waiting-time penalties under Section 203 based on
26 Unpaid Vested Vacation Wages; any other associated statutory or
27 civil penalties, whether recovery is founded on federal, state, or
28 municipal law; and any associated claim for interest, attorneys’ fees,

1 or costs, based on Unpaid Vested Vacation Wages (the “Class
2 Members’ Released Claims”). The Class Members’ Released Claims
3 include all such claims, whether known or unknown by the Class
4 Members or any of them. However, the Class Members’ Released
5 Claims do not include a claim that Target failed to pay vested vacation
6 wages upon termination other than Unpaid Vested Vacation Wages.

7 8. The Released PAGA Claims on behalf of the PAGA Group Members
8 included:

9 a. all claims for civil penalties under PAGA that Plaintiff alleged against
10 the Target Released Parties, on behalf of PAGA Group Members and
11 State of California, based on the factual allegations made in the
12 Action or otherwise based on or related to the allegations that Target
13 failed to timely pay Unpaid Vested Vacation Wages for the period
14 from June 10, 2019, through August 17, 2021 (the “Released PAGA
15 Claims”), including civil penalties based on (1) claims for Unpaid
16 Vested Vacation Wages under Sections 227.3 and 17200; (2) claims
17 for waiting-time penalties under Section 203 based on Unpaid Vested
18 Vacation Wages; (3) claims for any other associated penalties,
19 whether recovery is founded on federal, state, or municipal law, based
20 on Unpaid Vested Vacation Wages; and (4) any associated claim for
21 interest, attorneys’ fees, or costs, based on Unpaid Vested Vacation
22 Wages.

23 9. There were no Objections to the Settlement, and only one Request for
24 Exclusion was submitted. Thus, all Class Members (except for the one who requested
25 exclusion) are Participating Class Members, who are entitled to an Settlement Share
26 pursuant to the Settlement and this Judgment. Likewise, all PAGA Group Member are
27 entitled to an equal share of 25% of the PAGA Settlement Payment.
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1 10. The Court approves the Settlement, as set forth in the Settlement Agreement
2 and each of the releases and other terms, as fair, just, reasonable, and adequate as to the
3 Parties. The Parties are directed to perform in accordance with the terms set forth in the
4 Settlement Agreement and this Order.

5 11. The Parties are to bear their own costs, except as provided in the Settlement
6 Agreement.

7 12. With respect to the Class and for purposes of approving this Settlement, this
8 Court finds and concludes as follows: (a) the Class Members are ascertainable and so
9 numerous that joinder of all members is impracticable; (b) there are questions of law or
10 fact common to the Class Members, and there is a well-defined community of interest
11 among the Class Members with respect to the subject matter of the Action; (c) the claims
12 of the Class Representative are typical of the claims of the Class Members; (d) the Class
13 Representative has fairly and adequately protected the interests of the Class Members; (e)
14 a class action is superior to other available methods for an efficient adjudication of this
15 controversy; and (f) the counsel of record for the Class Representative, i.e., Class
16 Counsel, are qualified to serve as counsel for the Plaintiff in her individual and
17 representative capacities and for the Class.

18 13. By this Order, the Class Representative shall release, relinquish, and
19 discharge, and each of the Participating Class Members shall be deemed to have, and by
20 operation of the Judgment shall have, fully, finally, and forever released, relinquished,
21 and discharged all Released Class Claims, as defined in the Settlement Agreement and
22 this Order. These Participating Class Members are permanently barred from prosecuting
23 any Released Class Claims against any of the Target Released Parties, as defined in the
24 Settlement Agreement. The one individual who submitted a valid Opt-Out will not
25 become a Participating Class Member.

26 14. Neither the Settlement Agreement nor the Settlement contained therein, nor
27 any act performed or document executed pursuant to or in furtherance of the Settlement
28 Agreement or the Settlement (i) is or may be deemed to be or may be used as an

admission of, or evidence of, the validity of any Released Class Claim, or of any wrongdoing or liability of Defendants or any of Released Parties; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant or any of the Target Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the Target Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. The Maximum Settlement Amount to be paid under the Settlement Agreement is \$945,456. From this amount, Class Counsel sought a Class Counsel Fee Payment of \$489,393.48, Class Counsel's litigation expenses of \$20,950, a Service Award to Class Representatives Cinnamon Mills of \$10,000, Settlement Administrator Expenses of \$47,000 to Rust Consulting, and \$48,800 for PAGA Penalties. Defendant does not oppose these requests. In addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay all employer payroll taxes owed. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- a) \$489,393.48 to Class Counsel for attorneys' fees, which shall be divided 40% to LML and 60% to Gutpa;
- b) \$20,950 to Class Counsel for costs/expenses, which shall be allocated as \$19,550 to LML and \$1,400 to Gupta;
- c) \$47,000 to the Settlement Administrator, Rust Consulting;
- d) \$48,800 to toward PAGA Penalties, allocated 75% to the California Labor Workforce Development Agency ("LWDA") and 25% to all PAGA Group Members in an equal share;

- 1 e) \$10,000 to Class Representative Cinnamon Mills as a Service
2 Payment; and
3 f) After deducting the foregoing payments and including \$14,356.52 as
4 the Minimum Payment (that was funded from Class Counsel's
5 reduced fee request), the remainder shall form the Net Settlement
6 Amount payable to Participating Class Members for the value of their
7 Settlement Share in accordance with the Settlement Agreement and as
8 calculated by the Settlement Administrator. Each Participating Class
9 Member shall receive no less than the Minimum Payment of \$5.00.

10 16. The Settlement Administrator is directed to calculate the Participating Class
11 Member's Settlement Shares and the PAGA Group Members share of PAGA Penalties,
12 and issue all payments within in accordance with the Settlement Agreement and this
13 Order/Judgment.

14 17. Concurrently with mailing the settlement checks to the Participating Class
15 Members and PAGA Group Members, the Settlement Administrator shall include a
16 Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable
17 portion of the check for the Participating Class Members, noting the following: "Please
18 be advised that on [*insert date*], 2024, the U.S. District Court for the Central District of
19 California entered Judgment in the case entitled *Mills v. Target Corporation*, pending in
20 U.S. District Court for the Central District of California, Case No. 5:20-cv-01460 JGB
21 (KKx), on behalf of all former non-exempt employees employed by Target in the State of
22 California whose employment ended on or after June 10, 2016, through August 17, 2021,
23 and who, at the time of termination of employment, (a) received shift differential pay
24 during the last workweek worked for Target, (b) had vested vacation wages owed upon
25 separation of employment, and (c) upon termination of employment were paid for their
26 vested vacation wages at a rate that did not include the shift differential pay."

27 18. The Participating Class Members and PAGA Group Members shall have
28 180 days to negotiate the settlement check from the date of issuance by the Settlement

1 Administrator. In the event that a Participating Class Member or PAGA Group Member
2 does not negotiate his/her check within this time period, the check will be canceled. The
3 value of the unclaimed funds in the Settlement Administrator's account as a result of a
4 failure to timely cash a settlement check shall be issued to the State Controller's Office
5 for the State of California in the name of the person.

6 19. The following dates shall govern the implementation of this
7 Order/Judgment:

8 TBD	The Final Order and Judgment is entered, and the Effective Date occurs.
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11 Within 61 days of the Final Order being entered	The Effective Date occurs
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13 Within 10 days of the Effective Date	Defendant shall issue the Maximum Settlement Amount, plus its share of payroll taxes, to the Settlement Administrator.
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17 Within 10 days after receipt of payment	Settlement Administrator to issue all payments to the Participating Class Members, PAGA Group Members, the LWDA, Class Counsel, Class Representative and pay itself for Administration Expenses.
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22 180 days after payment is issued	Deadline for Participating Class Members and PAGA Group Members to cash checks.
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25 April 15, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
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1 Date: _____, 2025

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3 Time: _____
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Hearing re: status of disbursements.

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6 20. This document shall constitute a Judgment and the Court shall retain
7 exclusive and continuing jurisdiction over the Action, the Class Representative, the Class
8 Members, and Defendant for the purposes of supervising the implementation,
9 enforcement, construction, administration, and interpretation of the Settlement
10 Agreement and this Judgment.

11 IT IS SO ORDERED.
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13 Dated: _____

14 HON. JESUS G. BERNAL
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