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

Coordination Proceeding Special Title (Rule 3.550)

TARGET WAGE AND HOUR CASES

Included Actions:

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

Case No. JCCP 5259

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

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

Hearing Date: December 5, 2024
Hearing Time: 8:30 a.m.

Plaintiffs Gustavo Medina, Janira Perez, Sergio Garcia, Alicia Torres, Zachary Lomely, Angel Carter, Denise Cardenas, Brian Mena, Jimmy Perez, Emily Porcho, Sheemal Narayan, Juan Morales, Joaldi Gonzalez, and Martha Franco, individually, and on behalf of each of the Participating Class Members, the State of California, and the PAGA Affected Employees, has filed a motion for final approval of the Parties' Stipulation Regarding Class and Private Attorneys General Act Settlement and Release ("Agreement") in the above-referenced action. Plaintiffs' motion for final approval came on regularly for hearing on December 5, 2024, in Department S-32

1 of the Superior Court of the State of California, County of San Bernardino, located at 247 West
2 Third Street, San Bernardino, California 92415, before the Honorable Wilfred J. Schneider, Jr.
3 Plaintiffs and the Participating Class Members were represented by their counsel, James Hawkins
4 APLC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Haines Law Group, APC (“Class
5 Counsel”). Defendant Target Corporation (“Defendant”) was represented by its counsel, DLA Piper
6 LLP (US).

7 The Court has: (1) reviewed and considered the terms and conditions of the proposed
8 Settlement; (2) reviewed and considered the results of the Notice of Settlement mailed to Class
9 Members in accordance with the Court’s Order Granting Preliminary Approval of Class and Private
10 Attorneys General Act Settlement and Notice Procedures entered on July 22, 2024 (the “Preliminary
11 Approval Order”); (3) reviewed and considered the application for Class Counsel Fees Award, Class
12 Counsel Costs Award, and Service Awards; (4) held a Final Approval Hearing; (5) taken into
13 account the presentations and other proceedings at the Final Approval Hearing; and (6) considered
14 the Settlement in the context of all prior proceedings had in this Action.

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

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

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

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

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

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

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

1 fair, reasonable, and adequate. Accordingly, the Court directs the Parties to effectuate the Settlement
2 according to its terms.

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

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

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

15 2. The Court, having found that each of the elements of California Code of Civil
16 Procedure section 382 are satisfied, certifies the following Participating Class Members regarding
17 the Class Claims: all individuals employed by Target at one or more Target distribution centers in
18 the State of California in non-exempt positions at any time during the Class Period, *i.e.*, March 21,
19 2019, through and including December 10, 2023, who did not opt out of the Settlement.

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

23 4. For purposes of this Final Approval Order and this Settlement, the Court hereby
24 confirms the appointment of Apex Class Action LLC as the Settlement Administrator to administer
25 the Settlement as more specifically set forth in the Agreement, and further finally approves
26 Settlement Administration Costs, as fair and reasonable, of \$85,000.

27 5. For purposes of this Final Approval Order and this Settlement, the Court hereby
28 confirms the appointment of Plaintiffs as the Class Representatives for the Participating Class

1 Members. The Court finally approves the Service Awards, as fair and reasonable, to Plaintiffs in the
2 amount of \$10,000 each. The Court hereby orders the Settlement Administrator to distribute the
3 Service Awards to Plaintiffs in accordance with this Order and the provisions of the Settlement.

4 6. For purposes of this Final Approval Order and this Settlement, the Court hereby
5 appoints James Hawkins APLC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Haines
6 Law Group, APC, to represent the Participating Class Members. The Court finally approves the
7 payment of Class Counsel Fees Award in the amount of \$2,128,500 to Class Counsel as fair and
8 reasonable. The Class Counsel Fees Award shall be allocated among Class Counsel as follows:
9 \$1,085,535 to James Hawkins APLC; \$723,690 to Blumenthal Nordrehaug Bhowmik De Blouw
10 LLP; and \$319,275 to Haines Law Group, APC. The Class Counsel Fees Award shall fully satisfy
11 all legal fees for all attorneys representing Plaintiffs in the Action. No other attorneys or law firms
12 shall be entitled to any award of attorneys' fees from Defendant in any way connected with the
13 Action. The Court hereby orders the Settlement Administrator to distribute the Class Counsel Fees
14 Award to Class Counsel, in accordance with the provisions of this Order and the Agreement.

15 7. For purposes of this Final Approval Order and this Settlement, the Court finally
16 approves the payment of Class Counsel Costs Award in the amount of \$46,582.91 to Class Counsel
17 as fair and reasonable. The Class Counsel Costs Award shall be allocated among Class Counsel as
18 follows: \$24,886.93 to James Hawkins APLC; \$19,443.63 to Blumenthal Nordrehaug Bhowmik De
19 Blouw LLP; and \$2,252.35 to Haines Law Group, APC. The Class Counsel Costs Award shall fully
20 satisfy all litigation costs incurred by the attorneys representing Plaintiffs in the Action. No other
21 attorneys or law firms shall be entitled to any award of costs from Defendant in any way connected
22 with the Action. The Court hereby orders the Settlement Administrator to distribute the Class
23 Counsel Costs Award to Class Counsel, in accordance with the provisions of this Order and the
24 Agreement.

25 8. For purposes of this Final Approval Order and this Settlement, the Court hereby
26 approves the PAGA Distribution Amount in the amount of \$129,000 as fair and reasonable. Pursuant
27 to the terms of the Agreement, seventy-five percent (75%) of the PAGA Distribution Amount (*i.e.*,
28 \$96,750) shall be distributed to the LWDA, and twenty-five percent (25%) of the PAGA

1 Distribution Amount (*i.e.*, \$32,250) shall be distributed to the PAGA Affected Employees. Payment
2 of the PAGA Distribution Amount shall resolve all claims for civil penalties under PAGA for the
3 Released PAGA Claims. The Court hereby orders the Settlement Administrator to distribute the
4 PAGA LWDA Payment to the LWDA and to distribute the PAGA Affected Employee Payments to
5 the PAGA Affected Employees in accordance with the provisions of this Order and the Agreement.

6 9. For purposes of this Final Approval Order and this Settlement, the Court hereby
7 approves the Class Member Payments in the aggregate amount of \$3,920,917.09 as fair, reasonable,
8 and adequate. The Court hereby orders the Settlement Administrator to distribute the Class Member
9 Payments to Participating Class Members in accordance with the provisions of this Order and the
10 Agreement.

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

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

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

27 13. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs
28 and each of the Participating Class Members shall be deemed to have fully and irrevocably released

1 the Released Parties from the Released Class Claims, as defined in the Agreement, which are any
2 and all claims, rights, demands, and liabilities of every nature and description, whether known or
3 unknown, suspected or unsuspected, arising under federal, state, or local law, that were asserted or
4 that could have been asserted based on the facts alleged in the Second Amended Consolidated Class
5 Action and PAGA Complaint, that arose during the Class Period, including but not limited to: unfair
6 competition in violation of California Business & Professions Code section 17200, et seq.; failure to
7 pay for all hours worked including due to rounding of time punches, off-the-clock work, time spent
8 in security screenings (including but not limited to bag and other security checks), time spent in
9 COVID screenings (including but not limited to temperature checks and symptom questionnaires),
10 controlled walking time, and/or controlled meal and rest periods; failure to pay minimum wages in
11 violation of California Labor Code sections 1194, 1197, and 1197.1 including due to rounding of
12 time punches, off-the-clock work, time spent in security screenings (including but not limited to bag
13 and other security checks), time spent in COVID screenings (including but not limited to temperature
14 checks and symptom questionnaires), controlled walking time, and/or controlled meal and rest
15 periods; failure to accurately pay all wages based on the regular rate of pay by failing to include
16 incentive pay based on employee performance in the regular rate calculation; failure to pay overtime
17 wages in violation of California Labor Code section 510 and the applicable IWC Wage Order
18 including due to rounding of time punches, off-the-clock work, time spent in security screenings
19 (including but not limited to bag and other security checks), time spent in COVID screenings
20 (including but not limited to temperature checks and symptom questionnaires), controlled walking
21 time, controlled meal and rest periods, and failure to accurately calculate the regular rate of pay;
22 failure to provide meal periods and to pay meal period premiums at the correct regular rate of pay in
23 violation of California Labor Code section 512 and the applicable IWC Wage Order, including
24 missed, late, short, controlled, and/or interrupted meal periods; failure to provide rest periods and to
25 pay rest period premiums at the correct regular rate of pay in violation of California Labor Code
26 section 226.7 and the applicable IWC Wage Order, including missed, late, short, controlled, and/or
27 interrupted rest periods; failure to pay sick pay wages at the correct regular rate of pay in violation
28 of California Labor Code sections 201-204, 223, and 246; failure to pay reporting time pay wages

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

22 14. The terms of the Agreement, and this Final Approval Order and Judgment, are
23 binding on Plaintiffs, the State of California, Participating Class Members, and the PAGA Affected
24 Employees, and those terms shall have, to the fullest extent permitted by law, *res judicata* and other
25 preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or
26 on behalf of Participating Class Members, the State of California, and PAGA Affected Employees,
27 to the extent those claims, lawsuits or other proceedings fall within the scope of Released Class
28 Claims and/or Released PAGA Claims as set forth in the Agreement.

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

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

23 17. Without in any way affecting the finality of this Final Approval Order and Judgment,
24 this Court hereby retains continuing jurisdiction as to all matters relating to the interpretation,
25 implementation, and enforcement of the terms of the Settlement pursuant to California Code of Civil
26 Procedure section 664.6.

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

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

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

8 21. The Settlement Administrator shall provide a declaration regarding the disbursement
9 of Settlement funds to be filed on or before _____, 2025. The terms of the
10 Agreement, and this Final Approval Order and Judgment are binding on the Parties.

11 22. A compliance hearing is set for _____, 2025 at _____.

12 23. This document shall constitute a final judgment pursuant to California Rule of Court
13 3.769(h), which provides, “If the court approves the settlement agreement after the final approval
14 hearing, the court must make and enter judgment. The judgment must include a provision for the
15 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court
16 may not enter an order dismissing the action at the same time as, or after the entry of judgment.”

17 **IT IS SO ORDERED.**

18
19 Dated: _____

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