

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
Mitchell J. Murray (SBN 285691)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

Attorneys for Plaintiffs

Norman B. Blumenthal, Bar No. 068687
Kyle R. Nordrehaug, Bar No. 205975
Aparajit Bhowmik, Bar No. 248066
Nicholas J. De Blouw, Bar No. 280922
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232

Attorneys for Plaintiffs

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
San Bernardino Superior Court, Case No.
CIVSB2209126

Torres v. Target Corporation
Sacramento Superior Court, Case No. 34-
2022-00319715

Case No. JCCP 5259

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND NOTICE
PROCEDURES**

Date: July 3, 2024

Time: 8:30 a.m.

Judge: Hon. Wilfred J. Schneider, Jr. _____

Dept.: S-32

1 **HAINES LAW GROUP, APC**

2 Paul K. Haines (SBN 248226)

phaines@haineslawgroup.com

3 Fletcher W. Schmidt (SBN 286462)

fschmidt@haineslawgroup.com

4 Matthew K. Moen (SBN 305956)

mmoen@haineslawgroup.com

5 Susan J. Perez (SBN 329044)

sperez@haineslawgroup.com

6 2155 Campus Drive, Suite 180

El Segundo, California 90245

7 Telephone: (424) 292-2350

Facsimile: (424) 292-2355

8 *Attorneys for Plaintiffs*

1 Plaintiffs' motion for preliminary approval came on regularly for hearing on July 3, 2024,
2 in Department S-32 of the Superior Court of the State of California, County of San Bernardino,
3 located at 247 West Third Street, San Bernardino, California 92415, before the Honorable Wilfred
4 J. Schneider, Jr. Plaintiffs were represented by their counsel, James Hawkins APLC, Blumenthal
5 Nordrehaug Bhowmik De Blouw LLP, and Haines Law Group, APC ("Class Counsel"). Defendant
6 Target Corporation ("Defendant") was represented by its counsel, DLA Piper LLP (US).

7 Plaintiffs Gustavo Medina, Janira Perez, Sergio Garcia, Alicia Torres, Zachary Lomely,
8 Angel Carter, Denise Cardenas, Brian Mena, Jimmy Perez, Emily Porcho, Sheemal Narayan, Juan
9 Morales, Joaldi Gonzalez, and Martha Franco ("Plaintiffs") and Defendant have agreed to settle the
10 Action upon the terms and conditions set forth in the Stipulation Regarding Class and Private
11 Attorneys General Act Settlement and Release ("Agreement"), which is attached as Exhibit 1 to the
12 Declaration of James R. Hawkins in support of Plaintiffs' motion for preliminary approval.

13 Based upon the Court's review of the Agreement, the moving papers submitted in support
14 of preliminary approval, and all of the files, records, and proceedings herein, and in recognition of
15 the Court's duty to make a preliminary determination as to the reasonableness of this proposed class
16 action settlement and to ensure proper notice to all Class Members in accordance with due process
17 requirements, the Court preliminarily finds: (1) the Settlement of the Released Class Claims was
18 entered into in good faith and appears to be fair, reasonable, and adequate, such that the Settlement
19 Administrator should distribute notice of the Settlement to all Class Members, and a hearing
20 regarding final approval of the Settlement should be set; and (2) the Settlement of the Released
21 PAGA Claims appears consistent with PAGA's underlying purpose of benefitting the public.
22 Accordingly, the Court GRANTS preliminary approval of the Parties' Settlement for the reasons
23 stated below, and sets the below schedule for notice to Class Members and the Final Approval
24 Hearing:

25 THEREFORE, IT IS HEREBY ORDERED:

26 1. This Order incorporates by reference the definitions in the Agreement, and all terms
27 defined therein shall have the same meaning in this Order.

28 2. It appears to the Court on a preliminary basis that the class aspects of the Settlement

1 are fair, reasonable, and adequate. More specifically, it appears to the Court that counsel for the
2 Parties have engaged in sufficient investigation, research, and formal and informal discovery, such
3 that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions.
4 The Court preliminarily finds that the class aspects of the Settlement appear to be within the range
5 of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
6 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
7 preliminarily finds that the monetary settlement awards made available to all Class Members appear
8 fair, reasonable, and adequate when balanced against the probable outcome of further litigation
9 relating to liability and damages issues.

10 3. The Court further preliminarily finds that the relief provided for under PAGA is
11 genuine, meaningful, and consistent with PAGA's underlying purpose of benefiting the public.

12 4. The Court also finds that settlement of the class and PAGA claims at this time will
13 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
14 presented by the further prosecution of the Action. It further appears that the Settlement has been
15 reached as a result of an arms' length mediation session before a neutral mediator.

16 5. Additional factors weigh in favor of granting preliminary approval. The proposed
17 Settlement does not require Class Members to participate in a claims process in order to receive
18 their share of the Gross Settlement Amount. Any funds not claimed will not revert to Defendant,
19 but will be paid to the Cy Pres Recipient to be approved by the Court. The Parties have proposed
20 Legal Aid at Work as the Cy Pres Recipient. The Court preliminary finds that the Parties' proposed
21 Cy Pres Recipient is fair, adequate, and reasonable.

22 6. For the purposes of this Settlement only, the Court hereby provisionally certifies the
23 Released Class Claims on behalf of the Class. The "Class" means all individuals employed by
24 Defendant at one or more Target distribution centers in the State of California in non-exempt
25 positions at any time during the Class Period, *i.e.*, March 21, 2019, through and including December
26 10, 2023. Individuals who are part of the Class are also referred to as "Class Members." If for any
27 reason the Settlement does not become effective, the fact that the Parties were willing to stipulate
28 to certification of the Released Class Claims on behalf of the Class Members as part of the

1 Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of
2 whether the Released Class Claims should be certified on behalf of the Class Members in a non-
3 settlement context in the Action or in any other lawsuit.

4 7. For the purposes of this Settlement only, the Court hereby preliminarily appoints and
5 designates Plaintiffs to serve as the representatives for the Class Members who do not opt out of the
6 Settlement by the Response Deadline.

7 8. For purposes of this Settlement, the Court also preliminarily appoints James Hawkins
8 APLC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Haines Law Group, APC to serve
9 as Class Counsel for the Class Members who do not opt out of the Settlement by the Response
10 Deadline. Class Counsel is authorized to represent and bind Plaintiffs and Class Members with
11 respect to all acts or consents required by this Order. Any Class Member may enter an appearance
12 through counsel of such individual's own choosing and at such individual's own expense. Any Class
13 Member who does not enter an appearance or appear on his or her own will be represented by Class
14 Counsel.

15 9. The Court finds, based on Class Counsel's declaration, that Class Counsel has
16 notified the California Labor and Workforce Development Agency ("LWDA") of the PAGA claims
17 at issue in this lawsuit pursuant to Labor Code section 2699.3, and that Class Counsel has notified
18 the LWDA of the settlement of those claims by submitting a copy of the Agreement to the LWDA
19 in compliance with California Labor Code section 2699(l).

20 10. For the purposes of this Settlement, the Court hereby preliminarily approves the
21 definition and disposition of the Gross Settlement Amount and related matters provided for in the
22 Agreement. In accordance with the Agreement, the Court hereby preliminarily approves the Gross
23 Settlement Amount of Six Million Four Hundred Fifty Thousand Dollars and Zero Cents
24 (\$6,450,000.00), which is the total, non-reversionary amount that Defendant shall be obligated to
25 pay under the Agreement in order to settle the Action. Separately, Defendant shall also pay the
26 employer's share of payroll taxes on the wage component of the Class Member Payments. The Court
27 also preliminarily approves the Parties' agreement that any portion of the employer's share of
28 payroll taxes refunded by state or federal taxing authorities as a result of uncashed Class Member

1 Payment checks shall be returned to Defendant.

2 11. For the purposes of this Settlement, the Court hereby preliminarily approves the
3 Service Awards to Plaintiffs in the amount of \$10,000 each in recognition of their role in prosecuting
4 the Action on behalf of Class Members and for providing a Complete and General Release to the
5 Released Parties. The Court will decide the final amount of the Service Awards at the Final Approval
6 Hearing, and the Service Awards will be paid from the Gross Settlement Amount.

7 12. For purposes of this Settlement, the Court hereby preliminarily approves a payment
8 of a Class Counsel Fees Award of up to Two Million One Hundred Twenty-Eight Thousand Five
9 Hundred Dollars and Zero Cents (\$2,128,500.00) for the services the attorneys representing the
10 Plaintiffs in the Action have rendered and will render in the Action. The Court will decide, and shall
11 have exclusive jurisdiction regarding, the final amount and allocation of the Class Counsel Fees
12 Award at the Final Approval Hearing, and the Class Counsel Fees Award will be paid from the
13 Gross Settlement Amount.

14 13. For purposes of this Settlement, the Court hereby preliminarily approves a payment
15 of a Class Counsel Costs Award not to exceed a total of \$80,000 for the litigation costs all attorneys
16 representing Plaintiffs in the Action have incurred and will incur in the investigation, litigation, and
17 resolution of the Action. The Court will decide, and shall have exclusive jurisdiction regarding, the
18 final amount and allocation of the Class Counsel Costs Award at the Final Approval Hearing, and
19 the Class Counsel Costs Award will be paid from the Gross Settlement Amount.

20 14. For purposes of this Settlement, the Court hereby preliminarily approves a maximum
21 payment of \$85,000 to the Settlement Administrator for third-party administration fees that are
22 necessary to administer the Settlement (“Settlement Administration Costs”) to be paid from the
23 Gross Settlement Amount.

24 15. For purposes of this Settlement, the Court hereby preliminarily approves the PAGA
25 Distribution Amount in the amount of \$129,000 as providing genuine and meaningful relief that is
26 consistent with PAGA’s underlying purpose of benefiting the public. The Court also preliminarily
27 approves the Parties’ allocation of: (a) seventy-five percent (75%) of the PAGA Distribution
28 Amount as a PAGA LWDA Payment to the LWDA; and (b) twenty-five percent (25%) of the PAGA

1 Distribution Amount as PAGA Affected Employee Payments to the PAGA Affected Employees.
2 The PAGA Distribution Amount shall resolve all claims for civil penalties under the PAGA for the
3 PAGA claims consistent with the Released PAGA Claims described in the Agreement. The
4 Agreement provides that the PAGA Affected Employee Payments shall be distributed to PAGA
5 Affected Employees on a proportional basis based on the number of pay periods each worked for
6 Defendant in a non-exempt position at one or more Target distribution centers in California during
7 the PAGA Period, *i.e.*, February 22, 2021, through and including December 10, 2023. The Court
8 preliminarily approves this proposed allocation and distribution of the PAGA Distribution Amount
9 as fair, reasonable, and adequate. The Court will decide the final PAGA Distribution Amount at the
10 Final Approval Hearing, and the PAGA Distribution Amount will be paid from the Gross Settlement
11 Amount.

12 16. The Net Settlement Amount to be distributed to Participating Class Members is the
13 Gross Settlement Amount minus deductions for the Service Awards, Class Counsel Fees Award,
14 Class Counsel Costs Award, Settlement Administration Costs, and PAGA Distribution Amount.
15 The Agreement provides that the Class Member Payments shall be calculated by dividing a
16 Participating Class Member's individual weeks worked for Defendant in a non-exempt position at
17 one or more Target distribution centers in California during the Class Period by the total of all weeks
18 worked by all Participating Class Members for Defendant in a non-exempt position at one or more
19 Target distribution centers in California during the Class Period, and multiplying this result by the
20 Net Settlement Amount. The Court finds that the Net Settlement Amount confers a substantial
21 benefit to Participating Class Members. Accordingly, for purposes of this Settlement, the Court
22 preliminarily approves the Net Settlement Amount and the Class Member Payments as fair,
23 reasonable, and adequate. The Court will ultimately decide the fairness and adequacy of the
24 distribution of the Net Settlement Amount at the Final Approval Hearing, and the Net Settlement
25 Amount will be paid from the Gross Settlement Amount.

26 17. The Court finds that – provided that all blanks/missing information is filled out – the
27 form and content of the proposed Notice of Settlement (attached to the Agreement as Exhibit A)
28 will fairly and adequately advise Class Members of the terms of the proposed Settlement, of the

1 preliminary approval of the proposed Settlement, of their right to receive their share of the
2 Settlement, of the scope and effect of the Released Class Claims, of their rights and obligations
3 relating to opting out of or objecting to the Settlement, of the date of the Final Approval Hearing,
4 and of their right to appear at the Final Approval Hearing. Thus, the Court finds that the Notice of
5 Settlement comports with all constitutional requirements, including those of due process. The Court
6 further finds that the distribution of the Notice of Settlement as specifically described within the
7 Agreement, with measures taken for verification of addresses, as set forth therein, constitutes a fair
8 and effective method of providing notice of this Settlement.

9 18. The Court hereby appoints Apex Class Action LLC as the Settlement Administrator
10 to provide notice of the Settlement and administer the Settlement, as more specifically set forth in
11 the Agreement.

12 19. The Court understands that the Settlement includes a release of Released Class
13 Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs – on
14 behalf of themselves and Participating Class Members – will fully and irrevocably release the
15 Released Parties from any and all claims, rights, demands, and liabilities of every nature and
16 description, whether known or unknown, suspected or unsuspected, arising under federal, state, or
17 local law, that were asserted or that could have been asserted based on the facts alleged in the Second
18 Amended Consolidated Class Action and PAGA Complaint, that arose during the Class Period,
19 including but not limited to: unfair competition in violation of California Business & Professions
20 Code section 17200, et seq.; failure to pay for all hours worked including due to rounding of time
21 punches, off-the-clock work, time spent in security screenings (including but not limited to bag and
22 other security checks), time spent in COVID screenings (including but not limited to temperature
23 checks and symptom questionnaires), controlled walking time, and/or controlled meal and rest
24 periods; failure to pay minimum wages in violation of California Labor Code sections 1194, 1197,
25 and 1197.1 including due to rounding of time punches, off-the-clock work, time spent in security
26 screenings (including but not limited to bag and other security checks), time spent in COVID
27 screenings (including but not limited to temperature checks and symptom questionnaires), controlled
28 walking time, and/or controlled meal and rest periods; failure to accurately pay all wages based on

1 the regular rate of pay by failing to include incentive pay based on employee performance in the
2 regular rate calculation; failure to pay overtime wages in violation of California Labor Code section
3 510 and the applicable IWC Wage Order including due to rounding of time punches, off-the-clock
4 work, time spent in security screenings (including but not limited to bag and other security checks),
5 time spent in COVID screenings (including but not limited to temperature checks and symptom
6 questionnaires), controlled walking time, controlled meal and rest periods, and failure to accurately
7 calculate the regular rate of pay; failure to provide meal periods and to pay meal period premiums at
8 the correct regular rate of pay in violation of California Labor Code section 512 and the applicable
9 IWC Wage Order, including missed, late, short, controlled, and/or interrupted meal periods; failure
10 to provide rest periods and to pay rest period premiums at the correct regular rate of pay in violation
11 of California Labor Code section 226.7 and the applicable IWC Wage Order, including missed, late,
12 short, controlled, and/or interrupted rest periods; failure to pay sick pay wages at the correct regular
13 rate of pay in violation of California Labor Code sections 201-204, 223, and 246; failure to pay
14 reporting time pay wages when due or at the correct regular rate of pay; unlawful deductions from
15 wages in violation of in violation of California Labor Code section 221; failure to provide accurate
16 wage statements in violation of California Labor Code section 226; failure to reimburse business
17 expenses in violation of California Labor Code section 2802; failure to pay wages when due in
18 violation of California Labor Code sections 201-204; attorneys' fees and costs incurred to prosecute
19 the Action on behalf of Class Members; and any other derivative remedies, penalties, and interest
20 available under the law based on the facts alleged in the Second Amended Consolidated Class
21 Action and PAGA Complaint. The release of Class Claims will run through the Class Period.

22 20. The Court understands that the Settlement includes a release of Released PAGA
23 Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs – on
24 behalf of themselves, the State of California, and PAGA Affected Employees – will fully and
25 irrevocably release the Released Parties from the Released PAGA Claims, as defined in the
26 Agreement. Plaintiffs, the State of California, and PAGA Affected Employees will release such
27 Released PAGA Claims for the PAGA Period, *i.e.*, February 22, 2021, through and including
28 December 10, 2023. In light of the consideration provided under the Settlement, the Court finds that

1 the release of the Released PAGA Claims is fair, adequate, and reasonable.

2 21. The Court understands that, under the Settlement, Plaintiffs will provide a Complete
3 and General Release, including Plaintiffs' 1542 Waiver (as defined in the Agreement) to the
4 Released Parties in consideration for the promises and payments set forth in the Agreement –
5 including the Service Awards to which Defendant contends Plaintiffs are otherwise not entitled. In
6 light of the considerations provided under the Settlement, the Court makes the preliminary finding
7 that Plaintiffs' Complete and General Release appears fair, adequate, and reasonable.

8 22. The Court understands that the Settlement provides for the following procedures, all
9 of which the Court has considered and finds to be fair, adequate, and reasonable:

10 a. No later than fifteen (15) calendar days after the date of this Preliminary
11 Approval Order, Defendant shall provide the Settlement Administrator with the Employee List,
12 which shall include, for each Class Member: full name, last known mailing address, social security
13 number, whether the employee is a Class Member, whether the employee is a PAGA Affected
14 Employee, the number of weeks worked for Defendant in a non-exempt position at one or more
15 Target distribution centers in California during the Class Period, and the number of pay periods
16 worked for Defendant in a non-exempt position at one or more Target distribution centers in
17 California during the PAGA Period.

18 b. No later than twenty-one (21) calendar days after receipt of the Employee
19 List from Defendant, and after updating mailing addresses using the National Change of Address
20 database, the Settlement Administrator shall mail the Notice of Settlement to all Class Members by
21 First Class U.S. Mail pursuant to the terms of the Agreement.

22 c. No later than twenty-one (21) calendar days after receipt of the Employee
23 List from Defendant, the Settlement Administrator shall establish the Settlement website and post
24 to the website copies of the Notice of Settlement and the other documents the Parties agreed to post
25 on the website, as identified in the Agreement.

26 d. Class Members shall be given an opportunity to exclude themselves from the
27 settlement of the Released Class Claims by submitting a Request for Exclusion that: contains the
28 name of the person requesting exclusion; indicate that they do not wish to participate in the

1 Settlement in the “*Target Wage and Hour Cases*, Superior Court of California, County of San
2 Bernardino, Case No. JCCP 5259”, or some other descriptor that identifies the case; is signed by the
3 person requesting exclusion. Any Request for Exclusion shall be postmarked no later than the
4 Response Deadline, which is sixty (60) days after the Settlement Administrator mails the Notice of
5 Settlement. The date of the postmark on the return mailing envelope shall be the exclusive means
6 used to determine whether a Request for Exclusion has been timely submitted. Any Class Member
7 who submits a timely and valid Request for Exclusion will not be entitled to a Class Member
8 Payment and will not be bound by the release of the Released Class Claims. Any Class Member
9 who submits a timely and valid Request for Exclusion will not have any right to object to or appeal
10 the Settlement. Class Members who do not submit a timely and valid Request for Exclusion on or
11 before the Response Deadline, absent a good cause finding by the Court permitting the late Request
12 for Exclusion, shall be deemed Participating Class Members and will be bound by all terms of the
13 Settlement and the Final Approval Order and Judgment entered in the above-captioned action.
14 Under no circumstances will a Class Member who has submitted a timely and valid Request for
15 Exclusion be considered to have opted out of the PAGA aspects of the Settlement or the Released
16 PAGA Claims.

17 e. Any Class Member wishing to object to the settlement of the Released Class
18 Claims must submit his/her objection to the Settlement Administrator by the Response Deadline.
19 To be valid, the Notice of Objection must: (i) contain the name of the Class Member; (ii) identify
20 the case, e.g., by stating the Notice of Objection relates to the “*Target Wage and Hour Cases*,
21 Superior Court of California, County of San Bernardino, Case No. JCCP 5259”, or some other
22 descriptor that identifies the case; (iii) state the basis for the objection; (iv) be signed by the Class
23 Member; and (v) be postmarked on or before the Response Deadline. Absent good cause found by
24 the Court, if the Notice of Objection does not satisfy the requirements listed in (i)-(v), it will not be
25 deemed a timely and valid objection to the Settlement. The date of the postmark on a Notice of
26 Objection shall be the exclusive means used to determine whether a Notice of Objection has been
27 timely served on the Settlement Administrator.

28 23. As of the date this Order is signed, all dates and deadlines associated with the above-

captioned action shall be stayed, other than those pertaining to the administration of the Settlement, to be re-set if final approval is not granted. To the extent permitted by law, pending final determination as to whether the Settlement should be finally approved, Class Members whether directly, representatively, or in any other capacity, may not institute or prosecute any of the Released Class Claims against the Released Parties.

24. This Settlement is not a concession or admission and shall not be used against Defendant or any of the Released Parties as an admission of liability with respect to the Released Class Claims or Released PAGA Claims. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (b) disclosed, referred to, offered, or received in evidence against any of the Released Parties in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of enforcing the Settlement.

25. Class Counsel's motion and other papers in support of Final Approval of the proposed Settlement and applications for awards of the Service Awards, the Class Counsel Fees Award, and the Class Counsel Costs Award shall be filed and served no later than sixteen (16) court days before the Final Approval Hearing.

26. A Final Approval Hearing shall be held on _____, 2024, in Department S-32 of the Superior Court of the State of California, County of San Bernardino, located at 247 West Third Street, San Bernardino, California 92415, before the Honorable Wilfred J. Schneider, Jr., to determine whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to Class Members. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement that will adjudicate the rights of all Participating Class Members, PAGA Affected Employees, and the State

1 of California.

2 27. In the event that the proposed Settlement is not finally approved by the Court, or for
3 any reason the Effective Date does not occur, then the Settlement and all orders entered in
4 connection therewith shall be null and void and of no effect, and shall not be used or referred to for
5 any purposes whatsoever, other than in connection with any further attempts to obtain approval of
6 a Settlement. If the Settlement is not ultimately approved, the Settlement shall be withdrawn without
7 prejudice as to the rights of the Parties thereto.

8 **IT IS SO ORDERED.**

9
10 Dated: _____

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