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Attorneys for Plaintiffs

SUPERIOR COURT 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

Judicial Council Coordination Proceeding Case
No.: JCCP 5259

Assigned for All Purposes To:
Hon. Wilfred J. Schneider, Jr.
Dept.: S-32

**DECLARATION OF JANIRA PEREZ IN
SUPPORT OF SETTLEMENT APPROVAL**

Date: July 3, 2024
Time: 8:30 a.m.
Dept: S-32

Complaint Filed: February 23, 2022
Trial Date: None Set

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1. I am an individual over the age of 18 and one of the named plaintiffs in this matter. This declaration is submitted in support of approval of the proposed class action settlement ("Settlement") reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

3. I contend that during my employment, Defendant failed to pay me for all the hours I worked because I was required to work while off the clock, including during meal periods, for security checks, Covid screenings, and for walking time. I also contend that Defendant failed to pay me overtime, break premiums, and sick leave at the correct rate as required by law. Throughout my employment, Defendant paid me various types of bonuses, but when I earned bonus payments in the same time period that Defendant also paid me meal period premiums, rest period premiums, or sick pay, Defendant only paid me my meal period premiums, rest period premiums, and sick pay wages at my base hourly rate of pay. Defendant also failed to provide me with lawful meal and rest breaks and reimburse me for expenses that I incurred. During my employment, Defendant had a practice of staggering employee meal periods so that a portion of employees always remained performing work. As a result, I regularly had to continue working and wait until after I had completed five hours of work before I was provided with a meal period. As with meal periods, I was only authorized and permitted to take a rest period on a staggered rest period schedule, which would be impacted when the warehouse had a high volume of orders. As a result, I was often not authorized or permitted to take rest periods due to work demands. Moreover, I was not provided with second meal periods and Defendant did not authorize and permit me to take a third rest period when I worked shifts over 10 hours. Finally, the warehouse in which I worked often reached extreme temperatures and there was not air

1 conditioning or other means of keeping the warehouse temperatures in a reasonably comfortable
2 range.

3 4. I understand that when I agreed to file the lawsuit and serve as a Class Representative, I
4 agreed to consider the Class's interests above my own.

5 5. I understood my duty as Class Representative was to actively participate in the case and
6 keep apprised of its progress. I have worked diligently to fulfill these duties by assisting my
7 attorneys in investigating and prosecuting this action on behalf of the Class.

8 6. I understood the risks of serving as Class Representative, including potential liability for
9 Defendant's costs/fees and reputational harm that could affect future employment prospects.
10 Despite these risks, I felt obligated to pursue this case to vindicate our rights and recover wages
11 owed.

12 7. When I first filed my lawsuit, I understood that it had the chance to benefit Defendant's
13 other workers by helping them recover money and penalties they were owed. I felt that
14 Defendant was not following the law, and I wanted Defendant to comply with the law and treat
15 its employees fairly. I feel that the other named plaintiffs and I have taken on a greater burden
16 than any of the other class members because we have been actively involved in the litigation
17 since the outset, and because it is our names that are attached to the lawsuit. Although I was
18 aware of the risks associated with filing a public lawsuit, I chose to move forward with the case
19 anyway. Through my efforts, Defendant has agreed to a settlement that will benefit current and
20 former employees of Defendant, and I believe that I should be compensated for carrying the
21 burden of this litigation for the benefit of the other employees.

22 8. My interests are aligned with the Class and I have no conflicts. I have always prioritized
23 the Class's interests equally to my own. Serving as Class Representative has required significant
24 time and effort, and has exposed me to substantial risks.

25 9. My attorneys provided me the proposed Stipulation regarding Class and Private Attorneys
26 General Act Settlement and Release Agreement (the "Settlement"), which I carefully reviewed
27 and discussed with them before signing. As Class Representative, I have agreed to a broader
28 release than other Class Members.

1 10. I understand that in connection with the Settlement, I am requesting a \$10,000 service
2 award. I understand that this amount is not guaranteed and is subject to Court approval. I believe
3 that the service award is reasonable and should be awarded given my time investment, the
4 exceptional result achieved, the broad release I am providing, and the risks I undertook on behalf
5 of the Class.

6 11. I have been actively involved in this case since before it was even filed. Among other
7 things, I searched for relevant documents for use in the lawsuit, provided factual information to
8 my attorneys, had various phone calls with my attorneys to discuss the claims in the lawsuit and
9 Defendant's practices, assisted my attorneys to help them prepare for mediation, reviewed and
10 provided input regarding the settlement in this case, and otherwise assisted my attorneys in
11 moving this case towards resolution. I estimate that I have spent in excess of 30 hours in total on
12 these activities.

13 12. I remain committed to representing the Class through final approval of the settlement.
14

15 I declare under penalty of perjury under the laws of the state of California and the United
16 States that the foregoing is true and correct.

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18 Executed on June 4, 2024 in Fontana, California.

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22 Janira Perez
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