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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
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
SUPPLEMENTAL CLASS AND PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND NOTICE
PROCEDURES**

Date: May 12, 2025

Time: 8:30 a.m.

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

Dept.: S-32

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1 Plaintiffs' motion for preliminary approval came on regularly for hearing on May 12, 2025,
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. Plaintiff was represented by 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 Plaintiff Gustavo Medina and Defendant have agreed to settle the claims of the Additional
8 Class Members upon the terms and conditions set forth in the Stipulation Regarding Supplemental
9 Class and Private Attorneys General Act Settlement and Release ("Supplemental Settlement"),
10 which is attached as **Exhibit 1** to the Declaration of James R. Hawkins in support of Plaintiff's
11 Motion for Preliminary Approval of the Supplemental Settlement.

12 The purpose of this Supplemental Settlement is to provide monetary relief to 156 current
13 and former non-exempt employees of Defendant who were inadvertently omitted from the Original
14 Settlement, which was granted final approval by this Court on December 5, 2024, on the same terms
15 as the Original Settlement. (Plaintiffs and Defendants are collectively the "Parties.") In other words,
16 each omitted employee ("Additional Class Member") will be entitled to receive the same per
17 workweek and per pay period compensation from the Supplemental Settlement as the Original Class
18 Members. As such, this Supplemental Settlement concerns the claims of 156 non-exempt employees
19 who were employed by Target at distribution centers in California at any time from March 21, 2019
20 through approximately December 10, 2023. These individuals were inadvertently omitted from the
21 Settlement Class in connection with the Original Settlement and did not receive notice of the
22 Original Settlement Agreement.

23 Based upon the Court's review of the Supplemental Settlement, the moving papers submitted
24 in support of preliminary approval of the Supplemental Settlement and the Original Settlement, and
25 all of the files, records, and proceedings herein, and in recognition of the Court's duty to make a
26 preliminary determination as to the reasonableness of this proposed class action settlement and to
27 ensure proper notice to all Additional Class Members in accordance with due process requirements,
28 the Court preliminarily finds: (1) the Supplemental Settlement of the Released Class Claims was

1 entered into in good faith and appears to be fair, reasonable, and adequate, such that the Settlement
2 Administrator should distribute notice of the Supplemental Settlement to all Additional Class
3 Members, and a hearing regarding final approval of the Supplemental Settlement should be set; and
4 (2) the Settlement of the Released PAGA Claims appears consistent with PAGA's underlying
5 purpose of benefitting the public. Accordingly, the Court GRANTS preliminary approval of the
6 Parties' Supplemental Settlement for the reasons stated below, and sets the below schedule for notice
7 to Additional Class Members and the Final Approval Hearing:

8 THEREFORE, IT IS HEREBY ORDERED:

9 1. This Order incorporates by reference the definitions in the Supplemental Settlement,
10 and all terms defined therein shall have the same meaning in this Order.

11 2. It appears to the Court on a preliminary basis that the class aspects of the
12 Supplemental Settlement are fair, reasonable, and adequate. More specifically, it appears to the
13 Court that counsel for the Parties have engaged in sufficient investigation, research, and formal and
14 informal discovery, such that Class Counsel and Defense Counsel are able to reasonably evaluate
15 their respective positions. The Court preliminarily finds that the class aspects of the Supplemental
16 Settlement appear to be within the range of reasonableness of a settlement that could ultimately be
17 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
18 being granted as part of the Supplemental Settlement and preliminarily finds that the monetary
19 settlement awards made available to all Additional Class Members appear fair, reasonable, and
20 adequate when balanced against the probable outcome of further litigation relating to liability and
21 damages issues. The Court notes that the Original Settlement, which this Supplemental Settlement
22 is based upon, was granted preliminary approval by this Court on July 22, 2024 and was granted
23 final approval on December 5, 2024.

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

26 4. The Court also finds that settlement of the class and PAGA claims for the Additional
27 Class Members at this time will avoid substantial additional costs by all Parties, as well as avoid the
28 delay and risks that would be presented by the further prosecution of this subset of the Original

1 Class in this Action. It further appears that the terms of the Supplemental Settlement were reached
2 as a result of an arms' length mediation session before a neutral mediator.

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

9 6. For the purposes of this Supplemental Settlement only, the Court hereby
10 provisionally certifies the Released Class Claims on behalf of the Additional Class Members. The
11 "Supplemental Class" or "Additional Class" means all individuals who: (i) worked as a non-exempt
12 employee at a Target distribution center in California during the Class Period; (ii) had not been
13 identified as a Settlement Class Member for purposes of the Original Settlement Agreement; and
14 (iii) consequently were not provided notice of the Original Settlement Agreement. Individuals who
15 are part of the Supplemental Class are also referred to as "Additional Class Members." The Class
16 Period is March 21, 2019, through and including December 10, 2023. If for any reason the
17 Supplemental Settlement does not become effective, the fact that the Parties were willing to stipulate
18 to certification of the Released Class Claims on behalf of the Additional Class Members as part of
19 the Supplemental Settlement shall have no bearing on, and shall not be admissible in connection
20 with, the issue of whether the Released Class Claims should be certified on behalf of the Additional
21 Class Members in a non-settlement context in the Action or in any other lawsuit.

22 7. For the purposes of this Supplemental Settlement only, the Court hereby
23 preliminarily appoints and designates Plaintiff Gustavo Medina to serve as the representative for the
24 Additional Class Members who do not opt out of the Supplemental Settlement by the Response
25 Deadline.

26 8. For purposes of this Settlement, the Court also preliminarily appoints James Hawkins
27 APLC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Haines Law Group, APC to serve
28 as Class Counsel for the Additional Class Members who do not opt out of the Settlement by the

1 Response Deadline. Class Counsel is authorized to represent and bind Plaintiff and Additional Class
2 Members with respect to all acts or consents required by this Order. Any Additional Class Member
3 may enter an appearance through counsel of such individual's own choosing and at such individual's
4 own expense. Any Additional Class Member who does not enter an appearance or appear on his or
5 her own will be represented by Class Counsel.

6 9. The Court finds, based on Class Counsel's declaration, that Class Counsel has
7 notified the California Labor and Workforce Development Agency ("LWDA") of the PAGA claims
8 for the Additional PAGA Employees at issue in this lawsuit pursuant to Labor Code section 2699.3,
9 and that Class Counsel has notified the LWDA of the settlement of those claims by submitting a
10 copy of the Supplemental Settlement to the LWDA in compliance with California Labor Code
11 section 2699(l).

12 10. For the purposes of this Supplemental Settlement, the Court hereby preliminarily
13 approves the definition and disposition of the Supplemental Gross Settlement Amount and related
14 matters provided for in the Supplemental Settlement Agreement. In accordance with the Agreement,
15 the Court hereby preliminarily approves the Supplemental Gross Settlement Amount of Twenty-
16 three Thousand, Seven Hundred Eighty-seven Dollars and Thirty-eight Cents (\$ 23,787.38) which
17 is the total, non-reversionary amount that Defendant shall be obligated to pay under the Agreement
18 in order to settle the claims of the Additional Class Members in this Action. Separately, Defendant
19 shall also pay the employer's share of payroll taxes on the wage component of the Additional Class
20 Member Payments.

21 11. For purposes of this Settlement, the Court hereby preliminarily approves a payment
22 of a Supplemental Class Counsel Costs Award not to exceed a total of \$1,500.00 for the litigation
23 costs all attorneys in this Action for the costs they have incurred and will incur in the negotiation
24 and administration of this Supplemental Settlement Agreement. The Court will decide, and shall
25 have exclusive jurisdiction regarding, the final amount and allocation of the Supplemental Class
26 Counsel Costs Award at the Final Approval Hearing, and the Supplemental Class Counsel Costs
27 Award will be paid from the Supplemental Gross Settlement Amount.

28 12. For purposes of this Settlement, the Court hereby preliminarily approves a maximum

1 payment of \$6,900.00 to the Settlement Administrator for third-party administration fees that are
2 necessary to administer the Settlement (“Settlement Administration Costs”) to be paid from the
3 Supplemental Gross Settlement Amount.

4 13. For purposes of this Settlement, the Court hereby preliminarily approves the
5 Supplemental PAGA Distribution Amount in the amount of \$236.40 as providing genuine and
6 meaningful relief that is consistent with PAGA’s underlying purpose of benefiting the public. The
7 Court also preliminarily approves the Parties’ allocation of: (a) seventy-five percent (75%) of the
8 Supplemental PAGA Distribution Amount as the Supplemental PAGA LWDA Payment to the
9 LWDA; and (b) twenty-five percent (25%) of the Supplemental PAGA Distribution Amount as
10 Additional PAGA Employee Payments to the Additional PAGA Employees. The Supplemental
11 PAGA Distribution Amount shall resolve all claims for civil penalties under the PAGA for the
12 PAGA claims consistent with the Released PAGA Claims described in the Supplemental
13 Settlement. The Supplemental Settlement provides that each Additional PAGA Employee will be
14 paid \$.03 for each pay period s/he worked for Defendant in a non-exempt position at one or more
15 Target distribution centers in California during the PAGA Period, *i.e.*, February 22, 2021, through
16 and including December 10, 2023.. The Additional PAGA Employee Payments will be allocated
17 100% as penalties and interest and will be subject to IRS Form 1099 reporting. The Court
18 preliminarily approves this proposed allocation and distribution of the Supplemental PAGA
19 Distribution Amount as fair, reasonable, and adequate. The Court will decide the final Supplemental
20 PAGA Distribution Amount at the Final Approval Hearing, and the Supplemental PAGA
21 Distribution Amount will be paid from the Supplemental Gross Settlement Amount.

22 14. For purposes of this Settlement, Defendant shall pay each Participating Additional
23 Class Member an Additional Class Member Payment to resolve the Class Claims on behalf of the
24 Additional Class Members on the same terms as the Original Settlement. The Additional Class
25 Member Payments shall be payable from the Supplemental Gross Settlement Amount. Each
26 Additional Class Member Payment shall be paid at the same rate as such payments were made under
27 the Original Settlement Agreement (*i.e.*, \$2.47 per qualifying workweek). As such, each Additional
28 Class Member Payment will be calculated based upon the number of weeks worked by the

1 Additional Class Member during the Class Period. The Additional Class Member Payments will be
2 allocated: 20% wages subject to deduction for employee-side employment taxes and withholdings,
3 and IRS Form W-2 reporting; and 80% as penalties, interest, and reimbursement of expenses, and
4 will be subject to IRS Form 1099 reporting. The Court finds that the Additional Class Member
5 Payments confer a substantial benefit to Participating Additional Class Members. Accordingly, for
6 purposes of this Supplemental Settlement, the Court preliminarily approves the Supplemental Gross
7 Settlement Amount and the Additional Class Member Payments as fair, reasonable, and adequate.
8 The Court will ultimately decide the fairness and adequacy of the distribution of the Supplemental
9 Gross Settlement Amount and the Additional Class Member Payments at the final approval hearing.

10 15. The Court finds that – provided that all blanks/missing information is filled out – the
11 form and content of the proposed Notice of Settlement (attached to the Supplemental Settlement
12 Agreement as Exhibit A) will fairly and adequately advise Additional Class Members of the terms
13 of the proposed Supplemental Settlement, of the preliminary approval of the proposed Supplemental
14 Settlement, of their right to receive their share of the Supplemental Settlement, of the scope and
15 effect of the Released Class Claims, of their rights and obligations relating to opting out of or
16 objecting to the Supplemental Settlement, of the date of the Final Approval Hearing, and of their
17 right to appear at the Final Approval Hearing. Thus, the Court finds that the Notice of Settlement
18 comports with all constitutional requirements, including those of due process. The Court further
19 finds that the distribution of the Notice of Settlement as specifically described within the
20 Supplemental Settlement Agreement, with measures taken for verification of addresses, as set forth
21 therein, constitutes a fair and effective method of providing notice of this Supplemental Settlement.

22 16. The Court hereby appoints Apex Class Action LLC as the Settlement Administrator
23 to provide notice of the Supplemental Settlement and administer the Supplemental Settlement, as
24 more specifically set forth in the Agreement.

25 17. The Court understands that the Settlement includes a release of Released Class
26 Claims. Upon the Effective Date and full funding of the Supplemental Gross Settlement Amount,
27 Plaintiff – on behalf of himself and Participating Additional Class Members – will fully and
28 irrevocably release the Released Parties from any and all claims, rights, demands, and liabilities of

1 every nature and description, whether known or unknown, suspected or unsuspected, arising under
2 federal, state, or local law, that were asserted or that could have been asserted based on the facts
3 alleged in the Second Amended Consolidated Class Action and PAGA Complaint, that arose during
4 the Class Period, including but not limited to: unfair competition in violation of California Business
5 & Professions Code section 17200, et seq.; failure to pay for all hours worked including due to
6 rounding of time punches, off-the-clock work, time spent in security screenings (including but not
7 limited to bag and other security checks), time spent in COVID screenings (including but not limited
8 to temperature checks and symptom questionnaires), controlled walking time, and/or controlled meal
9 and rest periods; failure to pay minimum wages in violation of California Labor Code sections 1194,
10 1197, and 1197.1 including due to rounding of time punches, off-the-clock work, time spent in
11 security screenings (including but not limited to bag and other security checks), time spent in COVID
12 screenings (including but not limited to temperature checks and symptom questionnaires), controlled
13 walking time, and/or controlled meal and rest periods; failure to accurately pay all wages based on
14 the regular rate of pay by failing to include incentive pay based on employee performance in the
15 regular rate calculation; failure to pay overtime wages in violation of California Labor Code section
16 510 and the applicable IWC Wage Order including due to rounding of time punches, off-the-clock
17 work, time spent in security screenings (including but not limited to bag and other security checks),
18 time spent in COVID screenings (including but not limited to temperature checks and symptom
19 questionnaires), controlled walking time, controlled meal and rest periods, and failure to accurately
20 calculate the regular rate of pay; failure to provide meal periods and to pay meal period premiums at
21 the correct regular rate of pay in violation of California Labor Code section 512 and the applicable
22 IWC Wage Order, including missed, late, short, controlled, and/or interrupted meal periods; failure
23 to provide rest periods and to pay rest period premiums at the correct regular rate of pay in violation
24 of California Labor Code section 226.7 and the applicable IWC Wage Order, including missed, late,
25 short, controlled, and/or interrupted rest periods; failure to pay sick pay wages at the correct regular
26 rate of pay in violation of California Labor Code sections 201-204, 223, and 246; failure to pay
27 reporting time pay wages when due or at the correct regular rate of pay; unlawful deductions from
28 wages in violation of in violation of California Labor Code section 221; failure to provide accurate

1 wage statements in violation of California Labor Code section 226; failure to reimburse business
2 expenses in violation of California Labor Code section 2802; failure to pay wages when due in
3 violation of California Labor Code sections 201-204; attorneys' fees and costs incurred to prosecute
4 the Action on behalf of Additional Class Members; and any other derivative remedies, penalties,
5 and interest available under the law based on the facts alleged in the Second Amended Consolidated
6 Class Action and PAGA Complaint. The release of Class Claims will run through the Class Period.

7 18. The Court understands that the Settlement includes a release of Released PAGA
8 Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff – on
9 behalf of himself, the State of California, and Additional PAGA Employees – will fully and
10 irrevocably release the Released Parties from the Released PAGA Claims, as defined in the
11 Agreement. Plaintiff, the State of California, and the Additional PAGA Employees will release such
12 Released PAGA Claims for the PAGA Period, *i.e.*, February 22, 2021, through and including
13 December 10, 2023. In light of the consideration provided under the Supplemental Settlement, the
14 Court finds that the release of the Released PAGA Claims is fair, adequate, and reasonable.

15 19. The Court understands that the Supplemental Settlement provides for the following
16 procedures, all of which the Court has considered and finds to be fair, adequate, and reasonable:

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

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

1 Agreement.

2 c. No later than twenty-one (21) calendar days after receipt of the Additional
3 Employee List from Defendant, the Settlement Administrator shall post to the Settlement website
4 copies of the Notice of Settlement and the other documents the Parties agreed to post on the website,
5 as identified in the Supplemental Settlement Agreement.

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

26 e. Any Class Member wishing to object to the settlement of the Released Class
27 Claims must submit his/her objection to the Settlement Administrator by the Response Deadline.
28 To be valid, the Notice of Objection must: (i) contain the name of the Additional Class Member; (ii)

1 identify the case, e.g., by stating the Notice of Objection relates to the “*Target Wage and Hour*
2 *Cases*, Superior Court of California, County of San Bernardino, Case No. JCCP 5259”, or some
3 other descriptor that identifies the case; (iii) state the basis for the objection; (iv) be signed by the
4 Additional Class Member; and (v) be postmarked on or before the Response Deadline. Absent good
5 cause found by the Court, if the Notice of Objection does not satisfy the requirements listed in (i)-
6 (v), it will not be deemed a timely and valid objection to the Settlement. The date of the postmark
7 on a Notice of Objection shall be the exclusive means used to determine whether a Notice of
8 Objection has been timely served on the Settlement Administrator.

9 20. As of the date this Order is signed, all dates and deadlines associated with the above-
10 captioned action shall be stayed, other than those pertaining to the administration of the
11 Supplemental Settlement, to be re-set if final approval is not granted. To the extent permitted by
12 law, pending final determination as to whether the Supplemental Settlement should be finally
13 approved, Additional Class Members whether directly, representatively, or in any other capacity,
14 may not institute or prosecute any of the Released Class Claims against the Released Parties.

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

27 22. Class Counsel’s motion and other papers in support of Final Approval of the
28 proposed Supplemental Settlement and application for the Supplemental Class Counsel Costs

1 Award shall be filed and served no later than sixteen (16) court days before the Final Approval
2 Hearing.

3 23. A Final Approval Hearing shall be held on _____, 2025, in Department
4 S-32 of the Superior Court of the State of California, County of San Bernardino, located at 247 West
5 Third Street, San Bernardino, California 92415, before the Honorable Wilfred J. Schneider, Jr., to
6 determine whether the proposed Supplemental Settlement is fair, reasonable, and adequate and
7 should be finally approved. The Final Approval Hearing may be postponed, adjourned, transferred,
8 or continued by order of the Court without further notice to Additional Class Members. After the
9 Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance
10 with the Supplemental Settlement that will adjudicate the rights of all Participating Additional Class
11 Members, Additional PAGA Employees, and the State of California.

12 24. In the event that the proposed Supplemental Settlement is not finally approved by
13 the Court, or for any reason the Effective Date does not occur, then the Supplemental Settlement
14 and all orders entered in connection therewith shall be null and void and of no effect, and shall not
15 be used or referred to for any purposes whatsoever, other than in connection with any further
16 attempts to obtain approval of a Supplemental Settlement. If the Supplemental Settlement is not
17 ultimately approved, the Supplemental Settlement shall be withdrawn without prejudice as to the
18 rights of the Parties thereto.

19 **IT IS SO ORDERED.**

20
21 Dated: _____

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