

1 Julian Burns King (Bar No. 298617)
2 julian@kingsiegel.com
3 Elliot J. Siegel (Bar No. 286798)
4 elliot@kingsiegel.com
5 **KING & SIEGEL LLP**
6 724 S. Spring Street, Suite 201
7 Los Angeles, California 90014
8 tel: (213) 465-4802
9 fax: (213) 465-4803

7 Xavier Villegas (Bar No. 293232)
8 xavier@xaviervillegaslaw.com
9 **LAW OFFICE OF XAVIER VILLEGAS, APC**
10 2390 Las Posas Road, C168
11 Camarillo, CA 93010
12 tel: (805) 250-7488
13 fax: (805) 250-7499

12 Attorneys for Plaintiffs and the
13 Settlement Class

13 [Additional Counsel on the next page]

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF YOLO**

17 **Lorena Ortiz**, individually and on behalf of all
18 similarly situated individuals; **Marco Gamino**,
19 individually and on behalf of all similarly
20 situated individuals; and **Lizbeth Reyes**,
21 individually and on behalf of all similarly
22 situated individuals;

21 Plaintiffs,

22 vs.

23 **Target Corporation**, a Minnesota corporation;
24 and **Does 1-100**, inclusive,

25 Defendant,
26

CASE NO. CV2023-0586

[Assigned to Honorable Samuel T.
McAdam, Department 14]

CLASS ACTION

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE OF
CLASS AND PAGA ACTION**

Case Filed: March 27, 2023
FAC Filed: May 31, 2023
SAC Filed: March 6, 2024

1 Joel Andersen (SBN 262958)
jandersen@nilanjohnson.com
2 Cody B. Humpherys (SBN 342565)
chumpherys@nilanjohnson.com
3 Mark J. Girouard (*admitted pro hac vice*)
mgirouard@nilanjohnson.com
4 **NILAN JOHNSON LEWIS PA**
5 250 Marquette Avenue South, Suite 800
6 Minneapolis, MN 55401
7 tel: (612) 305-7579
fax: (612) 305-7501

8 Attorneys for Defendant
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1 This Joint Stipulation of Settlement and Release of Class and PAGA Action
2 (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs
3 Lorena Ortiz, Marco Gamino, and Lizbeth Reyes (“Plaintiffs” or “Class Representatives”), as
4 individuals and on behalf of all others similarly situated, and Defendant Target Corporation
5 (“Target” or “Defendant”). Plaintiffs and Defendant may be referred to herein as the “Parties,”
6 singularly as a “Party,” or by their designated names.

7 This Agreement is subject to the approval of the Court, pursuant to California Rules of
8 Court, Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate
9 settlement of the Action on a class-wide basis subject to the following terms and conditions.

10 This Settlement Agreement shall be binding on Plaintiffs, the Settlement Class, and the
11 Aggrieved Employees, on the one hand, and Defendant, on the other hand, subject to the terms
12 and conditions hereof and the approval of the Court.

13 RECITALS

14 1. Plaintiffs filed their initial complaint on March 27, 2023 against Defendant in the
15 Yolo County Superior Court. Plaintiffs filed a First Amended Complaint on May 31, 2023 and a
16 Second Amended Complaint on March 6, 2024. Plaintiffs’ operative Second Amended Complaint,
17 entitled *Lorena Ortiz, Marco Gamino, and Lizbeth Reyes v. Target Corporation*, Case Number No.
18 CV2023-0586 (“Action”), sets forth the following class-wide causes of action: (1) failure to
19 produce wage statements; (2) failure to produce personnel records; (3) civil penalties under the
20 Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”);
21 and (4) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

22 2. Defendant denies all material allegations set forth in the Action and has asserted
23 numerous affirmative and other defenses in response to the Class and PAGA claims. Defendant
24 contends it has complied with the California Labor Code, the California Business & Professions
25 Code, the applicable IWC Wage Orders, and all other applicable California and Federal law.
26 Nonetheless, Defendant has concluded that further litigation would be protracted and expensive,
27 and would also divert Defendant’s resources away from its core mission. Defendant has therefore
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1 concluded that it is desirable that the litigation be resolved upon the terms and conditions set forth
2 in this Joint Stipulation.

3 3. Notwithstanding the foregoing and in the interest of avoiding further litigation, the
4 Parties desire to fully and finally settle all actual or potential class and PAGA claims as pleaded in
5 the operative Complaint or that could have been pleaded in the operative Complaint and this
6 Action, including but not limited to those claims alleged in Plaintiffs' operative Notice to the
7 California Labor and Workforce Development Agency ("LWDA Notice").

8 4. This Settlement Agreement is made and entered into by and between Plaintiffs
9 individually and on behalf of all other allegedly similarly situated Aggrieved Employees and
10 Settlement Class Members on the one hand, and Defendant on the other hand. This Settlement
11 Agreement is subject to the terms and conditions hereof, as well as the Court's approval. The
12 Parties expressly acknowledge that this Agreement is entered into solely for the purpose of
13 compromising disputed claims and that nothing herein is an admission of any liability or
14 wrongdoing by Defendant. If, for any reason the Settlement Agreement is not approved, it will be
15 of no force or effect, and the Parties shall be returned to their original respective positions.

16 5. The Parties agree to abide by the terms of the Settlement Agreement in good faith
17 and to support the Settlement Agreement fully and to use their best efforts to defend this
18 Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

19 6. On January 8, 2025, the Parties participated in a full-day of mediation with Hunter
20 R. Hughes III of Hunter ADR (the "Mediator"), a well-respected mediator in the field of
21 employment law, wage-and-hour class actions, and PAGA representative claims. After a full-day
22 of mediation which was held at arms-length, the Parties agreed to the principal terms of a Class
23 Action and PAGA settlement and entered into a Memorandum of Agreement ("MOA") setting
24 forth those terms, which have now been expanded upon in this Stipulation.

25 7. Class Counsel conducted a significant investigation during the prosecution of the
26 Action. This investigation included, among other things, (a) numerous telephonic and Zoom
27 conferences with Plaintiff; (b) inspection and analysis of numerous payroll and policy documents
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1 and other information produced by Plaintiffs and Defendant through both formal and informal
2 discovery, including a *Belaire-West* notice; (c) analysis of the legal positions taken by Defendant;
3 (d) investigation into the viability of class treatment of the claims asserted in the Action; (e)
4 analysis of potential class-wide damages, including information sufficient to understand
5 Defendant's potential defenses to Plaintiff's claims; (f) research of the applicable law with respect
6 to the claims asserted in the Action and the potential defenses thereto; (g) assembling and
7 analyzing of data for calculating damages; (h) interviewing potential witnesses after conducting a
8 *Belaire* Notice to obtain declarations from Class Members for litigation and mediation, and (i)
9 hired the services of an expert to analyse and prepare Defendant's exposure.

10 8. The extensive formal and informal discovery conducted in this matter, as well as
11 discussions between counsel, have been adequate to give the Class Representatives and Class
12 Counsel a sound understanding of the merits of their positions and to evaluate the risks of
13 continued litigation and the value of the Settlement Class's claims. The formal discovery and
14 investigation conducted in this Action and the information exchanged by the Parties through
15 discovery and settlement discussions are sufficient to reliably assess the merits of the Parties'
16 respective positions and to compromise the issues on a fair and equitable basis.

17 9. The settlement discussions before, during, and after mediation were conducted at
18 arm's length and the settlement of the Action is the result of an informed and detailed analysis of
19 Defendant's potential liability in relation to the costs and risks associated with continued
20 litigation.

21 10. Plaintiffs and Class Counsel believe that the claims, causes of action, allegations,
22 and contentions asserted in the Action have merit. However, Plaintiffs and Class Counsel
23 recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to
24 prosecute the Action against Defendant through trial and appeals. Class Counsel has taken into
25 account: 1) the uncertain outcome of the litigation; 2) the risk of continued litigation in complex
26 actions such as this lawsuit; 3) the difficulties and delays inherent in such litigation; 4) the
27 potential difficulty of obtaining certification of the Action; and 5) the potential risk of trying the
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1 claims of the class. Class Counsel is mindful of the potential problems of proof under, and possible
2 defenses to, the claims alleged in the Action and litigation of those claims on a class-wide basis.

3 11. Class Counsel believes that the Settlement set forth in this Settlement Agreement
4 confers substantial benefits upon Plaintiffs and the Class Members, and that an independent
5 review of this Settlement Agreement by the Court in the approval process will confirm this
6 conclusion. Based on their own independent investigation and evaluation, Class Counsel has
7 determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiffs and
8 the Class Members.

9 12. Based on the data and documents produced during formal and informal discovery,
10 Class Counsel's own independent investigation and evaluation, and the Mediator's efforts, Class
11 Counsel believes that Plaintiffs' settlement with Defendant for the consideration provided and on
12 the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the
13 best interest of the Class Members in light of all known facts and circumstances, including the risk
14 of significant delay and uncertainty associated with litigation, various defenses asserted by
15 Defendant, the contested legal and factual issues involved, and potential appellate issues.

16 DEFINITIONS

17 The following definitions are applicable to this Settlement Agreement. Definitions
18 contained elsewhere in this Settlement Agreement will also be effective:

19 13. "**Action**" means *Lorena Ortiz, Marco Gamino, and Lizbeth Reyes v. Target*
20 *Corporation*, Yolo County Case Number No. CV2023-0586.

21 14. "**Aggrieved Employees**" means those Class Members who worked for Defendant
22 within the **PAGA Period**.

23 15. "**Class Counsel's Fees and Costs**" means attorneys' fees agreed upon by the
24 Parties and approved by the Court for Class Counsel's litigation and resolution of this Action.
25 Class Counsel's Fees and Costs shall include all costs incurred and to be incurred by Class Counsel
26 in the Action, including, but not limited to, costs associated with documenting the Settlement,
27 securing the Court's approval of the Settlement, responding to any objections to the settlement
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1 and appeals arising therefrom, administering the Settlement, and obtaining entry of a Judgment
2 terminating this Action, and expenses for any experts. Class Counsel will request attorneys' fees
3 not to exceed one-third of the Maximum Settlement Amount (i.e., up to Two-Hundred Thirty-
4 Three Thousand Three-Hundred Thirty-Three Dollars and Thirty-Three Cents (\$233,333.33)).
5 The Class Counsel's Fees and Costs will also mean and include the additional reimbursement of
6 Class Counsel's actual reasonable costs incurred in connection with Class Counsel's litigation and
7 settlement of the Action, up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00), subject to
8 the Court's approval. Defendant agrees not to oppose Class Counsel's request for fees and
9 reimbursement of costs as set forth above.

10 16. **"Settlement Administrator"** means a third-party class action settlement claims
11 administrator selected by the Parties and approved by the Court for purposes of administering this
12 Settlement. The Parties each represent that they will not select a Settlement Administrator in
13 which either Party has any financial interest or other relationship that could create a conflict of
14 interest.

15 17. **"Settlement Administration Costs"** means the costs payable from the Maximum
16 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
17 but not limited to, printing, distributing, and tracking documents for this Settlement, calculating
18 estimated amounts per Class Member, tax reporting, distributing the appropriate settlement
19 amounts, and providing necessary reports and declarations, and other duties and responsibilities
20 set forth herein to process this Settlement, and as requested by the Parties. The Settlement
21 Administration Costs will be paid from the Maximum Settlement Amount and shall not exceed
22 \$15,000.

23 18. **"Class Counsel"** means Elliot J. Siegel of King & Siegel LLP and Xavier Villegas
24 of Law Office of Xavier Villegas, APC.

25 19. **"Class List"** means a complete list of all Class Members that Defendant will
26 diligently and in good faith compile from their records and provide to the Settlement
27 Administrator within five (5) calendar days after Preliminary Approval of this Settlement. The
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1 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to
2 the extent in the possession of Defendant or its agents, Class Members' names; last-known
3 addresses; last-known telephone numbers; last-known email address; social security numbers;
4 start dates of employment; end dates of employment; and number of requests and type of requests
5 made for records.

6 20. "Class Member(s)" or "Settlement Class" or the "Class" means "*all persons*
7 *who applied for employment and/or were an employee of Target and who made a request for personnel records*
8 *in the State of California during the period from October 11, 2021 through February 7, 2025, and/or who*
9 *made requests for wage statements in the State of California from October 11, 2021 through July 17, 2024.*"

10 21. "Class Period" means, for Class Members who made a request for personnel
11 records, the period from October 11, 2021 through the lesser of 30 days from mediation or the date
12 of the Court's Preliminary Approval of the Settlement, and for Class Members who made a request
13 for wage statements, the period from October 11, 2021 through July 17, 2024. Defendant has
14 represented that (1) there are 799 Class Members during the period from October 11, 2021 through
15 February 22, 2024 and (2) during the period from October 11, 2021 through December 31, 2024,
16 Class Members made an estimated total of 328 records requests under Labor Code § 1198.5 and
17 974 records requests under Labor Code § 226 (*i.e.*, 1,302 unique records requests). This
18 representation is a material term of the Settlement.

19 22. "Class Representatives" means Plaintiffs Lorena Ortiz, Marco Gamino, and
20 Lizbeth Reyes who will seek to be appointed as the representatives for the Settlement Class.

21 23. "Class Representative Enhancement Payment" means the amounts to be paid
22 to each named Plaintiff in recognition of their efforts and work in prosecuting the Action on behalf
23 of Class Members and negotiating the Settlement. Defendant agrees not to dispute that the Class
24 Representatives will be paid, subject to Court approval, up to Ten Thousand Dollars and Zero
25 Cents (\$10,000.00) *each* from the Maximum Settlement Amount for their services on behalf of
26 the Class, subject to the Court granting Final Approval of this Settlement Agreement and subject
27 to the exhaustion of any and all appeals. Should the Court reduce the Class Representative
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1 Enhancement Payments, any such reduction shall revert to the Net Settlement distributed to
2 Participating Class Members.

3 24. “**Court**” means the Superior Court of California, County of Yolo.

4 25. “**Defendant**” means Target Corporation.

5 26. “**Effective Date**” means the date on which the settlement embodied in this
6 Settlement Agreement shall become effective and is the date after all of the following events have
7 occurred: (i) this Settlement Agreement has been executed by Plaintiffs and Defendant; (ii) the
8 Court has given Preliminary Approval to the Settlement, including approving a provisional
9 Settlement Class; (iii) notice has been given to the putative members of the Settlement Class,
10 providing them with an opportunity to object to the terms of the Settlement or to opt-out of the
11 Settlement; and (iv) *either* (1) the Court has held a formal fairness hearing and, having heard no
12 objections to the Settlement, has given Final Approval to the Settlement, including entering a final
13 order and judgment certifying the Class and approving this Settlement Agreement; or (2) in the
14 event there are oral or written objections filed prior to or at the formal fairness hearing which are
15 not later withdrawn or denied, the later of the following events: (a) five (5) business days after the
16 period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final
17 Approval of the Settlement have elapsed without any appeal, writ, or other appellate proceeding
18 having been filed; or (b) five (5) business days have elapsed following the final and conclusive
19 dismissal or resolution of any appeal, writ, or other appellate proceeding opposing the Settlement,
20 with no right to pursue further appellate remedies or relief.

21 27. “**Individual Class Payment**” means each Participating Class Member’s share of
22 the Net Settlement Amount, to be distributed to the Class Members who do not submit a valid
23 Request for Exclusion, to be paid without the need to submit a claim.

24 28. “**Individual PAGA Payment**” means each Aggrieved Employee’s pro rata share
25 of the 25% of the Labor and Workforce Development Agency Payment allocated to the Aggrieved
26 Employees. Aggrieved Employees will receive their Individual PAGA Payment regardless of
27 whether they submit a valid Request for Exclusion.
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1 29. **“Labor and Workforce Development Agency Payment”** means the amount that
2 the Parties have agreed that Target will pay in connection with Plaintiffs’ Labor Code Private
3 Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”)) cause of action. The
4 Parties have agreed that Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) of the
5 Maximum Settlement Amount will be allocated to the resolution of the Aggrieved Employees’
6 claims arising under PAGA (“PAGA Settlement Amount”). Pursuant to PAGA, Seventy-Five
7 Percent (75%), or Fifty-Six Thousand Two-Hundred Fifty Dollars and Zero Cents (\$56,250.00),
8 of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development
9 Agency (“LWDA”), and Twenty-Five Percent (25%), or Eighteen Thousand Seven-Hundred
10 Fifty Dollars and Zero Cents (\$18,750.00), of the PAGA Settlement Amount will be paid to the
11 Class Members, as allegedly Aggrieved Employees, as part of the Net Settlement Amount.

12 30. **“Maximum Settlement Amount”** means the maximum settlement amount of
13 Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) to be paid by Defendant in full
14 satisfaction of all claims arising from the Action. The Maximum Settlement Amount shall include
15 all Individual Class Payments to Participating Class Members, Individual PAGA Payments, the
16 Class Representative Enhancement Payments, Settlement Administration Costs to the Settlement
17 Administrator, the Labor and Workforce Development Agency Payment, and the Class Counsel’s
18 Fees and Costs. Defendant agrees that it is responsible for any applicable employer-side payroll
19 taxes, which are not included in the Maximum Settlement Amount and are to be paid in addition
20 to the Maximum Settlement Amount. The Maximum Settlement Amount is non-reversionary.

21 31. **“Net Settlement Amount”** means the portion of the Maximum Settlement
22 Amount remaining after deduction of the approved Class Representative Enhancement Payments,
23 Settlement Administration Costs, Labor and Workforce Development Agency Payment, and Class
24 Counsel’s Fees and Costs. The Net Settlement Amount will be distributed to Participating Class
25 Members and Aggrieved Employees.

26 32. **“Notice of Objection”** means a Class Member’s valid and timely written objection
27 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the
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1 objector's full name, signature, address, telephone number, and the last four digits of the
2 objector's social security number, (b) the dates the objector was employed by Target in California,
3 (c) a written statement of all grounds for the objection accompanied by any legal support for such
4 objection, and (d) copies of any papers, briefs, or other documents upon which the objection is
5 based.

6 33. "Notice Packet" or "Notice" means the Notice of Class Action Settlement,
7 substantially in the form attached as **Exhibit A**.

8 34. "PAGA Period" shall run from October 11, 2021 through February 7, 2025.

9 35. "Parties" means Plaintiffs and Defendant, collectively.

10 36. "Participating Class Members" means all Class Members who do not submit
11 valid and timely Requests for Exclusion.

12 37. "Plaintiffs" or "Named Plaintiffs" or "Class Representatives" means Lorena
13 Ortiz, Marco Gamino, and Lizbeth Reyes.

14 38. "Preliminary Approval" means the Court order granting preliminary approval of
15 the Settlement in an order in substantially the same form as the order attached as **Exhibit B**.

16 39. "Final Approval" means the Court granting final approval of the Settlement and
17 entering final judgement in an order in substantially the same form as the order attached as **Exhibit**
18 **C**.

19 40. "Released Claims" means those claims asserted in the Complaint or that
20 reasonably could have been asserted based on the factual allegations contained in the operative
21 Complaint or LWDA Notice, including but not limited to all of the following claims for relief: (1)
22 failure to produce wage statements (Cal. Lab. Code § 226), (2) failure to produce personnel records
23 (Cal. Lab. Code § 1198.5), (3) civil penalties under the Private Attorneys General Act ("PAGA"),
24 and (4) violation of California's Unfair Competition Law. The period of the Release shall extend to
25 the limits of the Release Period.

26 41. "Release Period" means the period from October 11, 2021 through February 7,
27 2025.

1 42. **“Released PAGA Claims”** means the release of claims by Aggrieved Employees
2 for civil penalties under PAGA asserted in the Complaint or LWDA Notice, or that could have
3 reasonably been alleged based on the factual allegations contained in the Operative Complaint and
4 LWDA Notice. The Released PAGA Claims shall be release through the PAGA Release Period.
5 No Aggrieved Employee may opt out of the PAGA Release and will be bound by this Release
6 regardless of whether they cash their Individual PAGA Payment. The Release will only take effect
7 upon the latter of the Effective Date and full funding of the MSA by Defendants.

8 43. **“PAGA Release Period”** means the period from October 11, 2021 through
9 February 7, 2025.

10 44. **“Released Parties”** shall mean (i) Defendant Target, as well as its subsidiaries
11 and/or parent corporations, divisions, affiliates, joint venture partners, its past and present officers,
12 predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys,
13 insurers, benefit plans, private investigators, and each and all of the foregoing persons’ heirs, assigns,
14 executors, administrators, and successors, or any of them.

15 45. **“Request for Exclusion”** means a timely letter submitted by a Class Member
16 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) be
17 signed by the Class Member; (b) contain the name, address, telephone number, and the last four
18 digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state
19 that the Class Member received the Notice, does not wish to participate in the Settlement, and
20 wants to be excluded from the Settlement; (d) be returned by first class mail or equivalent to the
21 Settlement Administrator at the specified address; and, (e) be postmarked on or before the
22 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive
23 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
24 who does not request exclusion from the Settlement will be deemed a Participating Class Member
25 and will be bound by all terms of the Settlement, if the Settlement is granted Final Approval by
26 the Court.

27 46. **“Response Deadline”** means the deadline by which Class Members must
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1 postmark to the Settlement Administrator valid Requests for Exclusion or file and serve objections
2 to the Settlement. The Response Deadline will be 30 calendar days from the initial mailing of the
3 Notice Packet by the Settlement Administrator, unless the 30th day falls on a Sunday or federal
4 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
5 Postal Service is open. The Response Deadline for Objections or Requests for Exclusion will be
6 extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the
7 Settlement Administrator, unless the 15th day falls on a Sunday or federal holiday, in which case
8 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
9 The Response Deadline may also be extended by express agreement between Class Counsel and
10 Defendant. Under no circumstances, however, will the Settlement Administrator have the
11 authority to extend the deadline for Class Members to submit a Request for Exclusion, or objection
12 to the Settlement other than as provided herein.

13 47. “Settlement” or “Stipulation” means the Parties’ agreement to resolve the
14 Action on terms and conditions as set forth in this Settlement Agreement.

15 CLASS CERTIFICATION

16 48. Solely for purposes of settling the Action, the Parties stipulate and agree that the
17 requisites for establishing class certification with respect to the Settlement Class have been met
18 and are met. If the Settlement is not approved by the Court, Defendant retains all rights and
19 opportunities to contest class certification on all issues in the Action. More specifically, the Parties
20 stipulate and agree for purposes of this Settlement only that:

21 a. The Settlement Class is ascertainable and so numerous as to make it impracticable
22 to join all Class Members;

23 b. There are common questions of law and fact including, but not limited to, the
24 following:

25 i. Whether Defendant has a common policy and/or practice of failing to keep
26 and maintain accurate records subject to Labor Code sections 226, 1198.5, and/or 432;

27 ii. Whether Defendant has a common policy and/or practice of failing to
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1 produce and/or timely produce records in response to a request under Labor Code section 226,
2 1198.5, and/or 432;

3 iii. Whether Defendant has a common policy and/or practice of lawfully
4 complying with Labor Code sections 226, 1198.5, and/or 432 requests on a weekly, monthly, or
5 yearly basis by store location;

6 iv. Whether Defendant has a common policy and/or practice of providing
7 specific records for complying with Labor Code sections 226, 1198.5, and/or 432 requests;

8 v. Whether Defendant has a common policy and/or practice of lawfully
9 complying with Labor Code sections 226, 1198.5, and/or 432 requests via a subpoena;

10 vi. Whether Defendant has a common policy and/or practice of lawfully
11 complying with Labor Code sections 226, 1198.5, and/or 432 requests on an internal versus
12 external basis (i.e. by a team member versus a former team member);

13 vii. Whether Defendant has a common policy and/or practice of lawfully
14 complying with Labor Code sections 226, 1198.5, and/or 432 requests based on internal
15 documentation and/or correspondence in response to a request for qualifying records thereon
16 (including any correspondence listing or outlining what Defendants' employee(s) ascertained
17 for purposes of compliance and what they left out of the production);

18 viii. Whether Defendants have a common policy and/or practice of lawfully
19 complying with Labor Code sections 226, 1198.5, and/or 432 requests under each of Defendants'
20 internal departments including but not limited to HROC, payroll, etc., that routinely handle any
21 aspect of a request subject to those Labor Code sections;

22 ix. Whether Defendants have a common policy and/or practice of lawfully
23 complying with Labor Code sections 226, 1198.5, and/or 432 for payments made to any
24 requestor for statutory penalties under those Labor Code sections; and

25 x. Whether Defendants have a common policy and/or practice of failing to
26 comply with Labor Code section 226 through its "Computer-Generated Records" productions.

27 c. That the Class Representatives' claims are typical of the claims of the members of
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1 the Settlement Class.

2 d. That the Class Representatives and Class Counsel will fairly and adequately protect
3 the interests of the Settlement Class.

4 e. That the prosecution of separate actions by individual members of the Settlement
5 Class would create the risk of inconsistent or varying adjudications, which would establish
6 incompatible standards of conduct.

7 f. That questions of law and fact common to the members of the Settlement Class
8 predominate over any questions affecting any individual member in such Class, and that a class
9 action is superior to other available means for the fair and efficient adjudication of the controversy.

10 g. The Parties agree that this stipulation regarding class certification is for the sole
11 purpose of facilitating settlement approval. Should the Court ultimately deny settlement approval,
12 the Parties agree that Defendant maintains and has the right to contend that class certification, for
13 all the issues enumerated herein, is improper based upon all defenses available to Defendant prior
14 to execution of this Stipulation.

15 **TERMS OF AGREEMENT**

16 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
17 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

18 49. Funding of the Maximum Settlement Amount. Within ten (10) calendar days after
19 the Effective Date, the Settlement Administrator will provide the Parties with an accounting of
20 the amounts to be paid by Target pursuant to the terms of the Settlement. Within ten (10) calendar
21 days of receiving the final accounting of funds by the Settlement Administrator, Defendant will
22 make the required deposit of the Maximum Settlement Amount in the amount of \$700,000
23 ("Maximum Settlement Amount");¹

24 50. Within seven (7) calendar days of the funding of the Maximum Settlement Amount,
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26 ¹ This payment shall be deposited into a Qualified Settlement Fund to be established by the
27 Settlement Administrator to be held in trust pending final approval of this Settlement. Should final
28 approval of this settlement not be granted for any reason, Defendant shall be entitled to return of
this deposit within 30 days of such event.

1 the Settlement Administrator will issue payments to: (a) Class Representatives; (b) Class Counsel;
2 (c) the Participating Class Members; (d) the Labor and Workforce Development Agency; and (e)
3 the Settlement Administrator.

4 51. Class Counsel's Fees and Costs. Defendant agrees not to oppose or impede any
5 application or motion by Class Counsel for Class Counsel's Fees and Costs of up to one-third of
6 the Maximum Settlement Amount, or \$233,333.33, plus the reimbursement of actual reasonable
7 costs and expenses incurred in connection with Class Counsel's litigation and settlement of the
8 Action, up to Fifteen Thousand Dollars and Zero Cents (\$15,000), both of which will be paid from
9 the Maximum Settlement Amount.

10 52. Class Representative Enhancement Payment. In exchange for a general release, and
11 in recognition of their efforts and work in prosecuting the Action on behalf of Class Members and
12 negotiating the Settlement, Defendant agrees not to oppose or impede any application or motion
13 for Class Representative Enhancement Payment of up to a total of Ten Thousand Dollars and Zero
14 Cents (\$10,000.00) to each Class Representative, subject to the Court's approval. The Class
15 Representative Enhancement Payments, which will be paid from the Maximum Settlement
16 Amount, will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the
17 Settlement. The Class Representatives agree to execute a general release of all claims, including a
18 waiver of California Civil Code § 1542, against Defendant for their payment, which this Stipulation
19 includes. The Settlement Administrator will issue an IRS Form 1099 for the enhancement
20 payment to the Class Representatives, and the Class Representatives shall be solely and legally
21 responsible for correctly characterizing this compensation for tax purposes and for paying any
22 taxes on the amount received. Should the Court reduce the Class Representative Enhancement
23 Payments, any such reduction shall revert to the Net Settlement distributed to Participating Class
24 Members.

25 53. Settlement Administration Costs. The Settlement Administrator will be paid for
26 the reasonable costs of administration of the Settlement and distribution of payments from the
27 Maximum Settlement Amount, which is capped at no more than \$15,000.00. These costs, which
28

1 will be paid from the Maximum Settlement Amount, will include, for instance, costs incurred for
2 the required tax reporting on the Individual Class Payments, the issuing of W-2 and 1099 IRS
3 Forms, distributing the Notice Packet, calculating Class Members' workweeks, and calculating
4 and distributing the Maximum Settlement Amount and Class Counsel's Fees and Costs, and
5 providing necessary reports and declarations.

6 54. Labor and Workforce Development Agency Payment. Subject to Court approval,
7 the Parties agree that the amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)
8 of the Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class
9 Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Fifty-Six Thousand
10 Two-Hundred Fifty Dollars and Zero Cents (\$56,250.00), will be paid to the LWDA, and Twenty-
11 Five Percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents
12 (\$18,750.00), will be distributed to allegedly Aggrieved Employees. Class Counsel shall be
13 responsible for giving any required notice of this Settlement to the LWDA.

14 55. Net Settlement Amount. "Net Settlement Amount" or "NSA" shall mean the
15 Maximum Settlement Amount *minus* Settlement Administration Costs, Class Counsel's Fees and
16 Costs, Class Representative Enhancement Payment, the portion of the Labor and Workforce
17 Development Agency Payment that will be paid to the LWDA, and Individual PAGA Payment.

18 56. Settlement Administration Cost Decreases. Any portion of the estimated or
19 designated Settlement Administration Costs which are not required to fulfill the total Settlement
20 Administration Costs will become part of the Net Settlement Amount.

21 57. Individual Class Payment and Individual PAGA Payment Calculations. Given the
22 nature of the claim, which result in flat civil penalties to each Class Member per type of records
23 request that was not properly complied with, each Participating Class Member will receive an
24 equal payment (the "Individual Settlement Payment") calculated by dividing the NSA amongst
25 the Participating Class Members evenly. Individual PAGA Payments will be separately calculated
26 and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees
27 in the same manner.
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1 58. Limited Confidentiality. The Parties agree not to issue press releases, communicate
2 with, or respond to, any media or publication entities concerning the Settlement, including the
3 fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior
4 to final approval and Entry of Judgment, except as required by law or as shall be contractually
5 required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall
6 prohibit Class Counsel from discussing the Settlement, the fact of Settlement, and its terms and
7 conditions: (i) with Class Members and/or (ii) in court filings, including in their respective firm
8 resumes, and/or (iii) in all necessary motions and supporting memoranda related to preliminary
9 and final approval of the Settlement or for other class action settlements. This provision also does
10 not limit Class Counsel (i) from complying with ethical obligations; or (ii) from posting a neutral
11 description of publicly available facts regarding the Settlement, provided that such posting does
12 not expressly identify Defendant by name.

13 59. Class Member Communications. Defendant will instruct its officers, directors, and
14 exempt managers that, should they be contacted by Class Members or persons who believe they
15 may be Class Members in relation to this Agreement, such officers, directors, and exempt
16 managers should make no comment except those necessary to direct the employees to Defendant's
17 administrators, who will be instructed to direct such Class Members to the Settlement
18 Administrator and the Class Notice, or Class Counsel, and to provide such Class Members with
19 contact information for the Settlement Administrator and Class Counsel. Defendant agrees not to
20 discourage or prevent Class Members from exercising any of their rights or obligations pursuant
21 to this Agreement. At no time will any of the Parties or their counsel take any action to encourage,
22 support, require, or induce Class Members to object to the Settlement Agreement, opt-out from
23 the Settlement, or appeal from the Order and Judgment.

24 60. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class
25 Payments to Participating Class Members shall be deemed to be paid to such Participating Class
26 Members solely in the year in which such payments are received by the Participating Class
27 Members. It is expressly understood and agreed that the receipt of such Individual Class Payments
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1 will not entitle any Participating Class Member to additional compensation or benefits under any
2 company bonus, commission, or other compensation or benefit plan or agreement in place during
3 the period covered by the Settlement, nor will it entitle any Participating Class Member to any
4 increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is
5 the intent of the Parties to this Settlement that the Individual Class Payments provided for in this
6 Settlement are the sole payments to be made by Target to the Participating Class Members, and
7 that the Participating Class Members are not entitled to any new or additional compensation or
8 benefits as a result of having received the Individual Settlement Payments (notwithstanding any
9 contrary language or agreement in any benefit or compensation plan document that might have
10 been in effect during the period covered by this Settlement).

11 61. Settlement Administration Process. The Parties agree to cooperate in the
12 administration of the Settlement and to make all reasonable efforts to control and minimize the
13 costs and expenses incurred in administration of the Settlement.

14 62. Delivery of the Class List. Within five (5) calendar days of Preliminary Approval,
15 Defendant will provide the Class List to the Settlement Administrator.

16 63. Notice by First-Class U.S. Mail. Within five (5) calendar days following receipt of
17 the Class List, the Settlement Administrator will mail a Notice Packet, substantially in the form
18 attached hereto as **Exhibit A**, to all Class Members via regular First-Class U.S. Mail, using the
19 most current, known mailing addresses identified in the Class List. Each Notice Packet will
20 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
21 principal terms; (c) the Settlement Class definition; (d) each Class Member's estimated Individual
22 Class Payment and the formula for calculating Individual Class Payments; (e) the dates which
23 comprise the Class Period; (f) instructions on how to submit valid Requests for Exclusion or
24 objections; (g) the deadlines by which the Class Member must fax or postmark Requests for
25 Exclusions or file and serve objections to the Settlement; (h) the claims to be released, as set forth
26 herein; and (i) the date for the Final Approval Hearing.

27 64. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
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1 Settlement Administrator will perform a search based on the National Change of Address
2 Database for information to update and correct for any known or identifiable address changes. Any
3 Notice Packets returned to the Settlement Administrator as non-deliverable on or before the
4 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
5 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
6 on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will
7 promptly attempt to determine the correct address using a skip-trace, or other search using the
8 name, address and/or Social Security number of the Class Member involved and will then perform
9 a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-
10 trace or by request, will have between the later of: (a) an additional fifteen (15) calendar days; or
11 (b) the Response Deadline to fax or postmark a Request for Exclusion, or file and serve an objection
12 to the Settlement.

13 65. The Settlement Administrator shall exercise its best judgment to determine the
14 current mailing address for each Class Member. The address identified by the Settlement
15 Administrator as the current mailing address shall be presumed to be the best mailing address for
16 each Class Member.

17 66. Disputed Information on Notice Packets. Class Members and Aggrieved
18 Employees will have an opportunity to dispute the information provided in their Notice Packets.
19 To the extent Class Members/Aggrieved Employees dispute the amount of their Individual Class
20 Payment or Individual PAGA Payment, Class Members may produce evidence to the Settlement
21 Administrator showing that such information is inaccurate. Any disputes, along with supporting
22 documentation, must be postmarked on or before the Response Deadline. Absent evidence
23 rebutting Defendant's records, Defendant's records will be presumed determinative. However, if
24 a Class Member or Aggrieved Employee produces evidence to the contrary, the Settlement
25 Administrator will evaluate the evidence submitted by the Class Member/Aggrieved Employee in
26 consultation with Class Counsel and counsel for Defendant and will make the final decision as to
27 the Individual Class Payment/Individual PAGA Payment to which the Class Member/Aggrieved
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1 Employee may be entitled with input from Class and Defense Counsel. This determination shall
2 be binding on the Class Member and Aggrieved Employee.

3 67. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
4 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
5 Administrator within the Response Deadline. The date of the postmark on the return mailing
6 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
7 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will
8 certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were
9 timely submitted. Any Class Member who submits a Request for Exclusion shall be prohibited
10 from objecting to the Settlement Agreement.

11 68. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
12 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
13 and valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement,
14 including those pertaining to the Released Claims, as well as any Judgment that may be entered by
15 the Court if it grants Final Approval to the Settlement.

16 69. Objection Procedures. To object to the Settlement Agreement, a Class Member
17 must file a valid Notice of Objection with the Settlement Administrator on or before the Response
18 Deadline. The Settlement Administrator shall serve all objections as received on Class Counsel
19 and Defendant's Counsel. It shall not be a breach of this Agreement for Class Counsel to file the
20 Objections with the Court per the Court's instruction, local rules, or as otherwise required for
21 approval of this Settlement Agreement. The Notice of Objection shall be signed by the Class
22 Member and contain all information required by this Settlement Agreement. The postmark date
23 of the filing and service will be deemed the exclusive means for determining that the Notice of
24 Objection is timely. Class Members may also raise objections orally at the Final Fairness and
25 Approval hearing, whether or not they previously submitted a valid Notice of Objection. At no
26 time will any of the Parties or their counsel take any action to encourage, support, or induce Class
27 Members to object to the Settlement Agreement, opt-out from the Settlement, or appeal from the
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1 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
2 such objections to this Settlement or appeals from the Order and Judgment.

3 70. Certification Reports Regarding Individual Class Payment Calculations. The
4 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report
5 which certifies: (a) the number of Class Members who have submitted valid Requests for
6 Exclusion; and (b) whether any Class Member has submitted a challenge to any information
7 contained in their Claim Form or Notice Packet. Additionally, the Settlement Administrator will
8 provide to counsel for both Parties any updated reports regarding the administration of the
9 Settlement Agreement as needed or requested. No later than 30 days prior to the deadline for
10 Class Counsel to file its motion in support of the Final Approval and Fairness Hearing, the
11 Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a
12 declaration with summary information of the Notice process, including but not limited to: (a) the
13 total amount of final Individual Class Payments of each Settlement Class Member; (b) the number
14 of Settlement Class Members to receive such payments; (c) the final number of requests for
15 exclusion/opt-outs requests and objections; (d) the Settlement Administrator's qualifications for
16 administration; and (e) an explanation of the steps taken to implement the Notice process as set
17 forth in this Agreement. The Settlement Administrator will also provide a copy of each opt-out
18 request and objection, authenticate those documents, and provide all necessary details as
19 requested by Counsel regarding the timing and handling of any opt-out requests and objections.

20 71. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
21 to Participating Class Members will be negotiable for 180 calendar days from the date the check
22 was issued (the "Void Date"). For any Class Member whose Individual Class Payment check or
23 Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator
24 shall transmit the funds represented by such checks to California State Unclaimed Property Fund.

25 72. Certification of Completion. Upon completion of administration of the Settlement,
26 the Settlement Administrator will provide a written declaration under oath to certify such
27 completion to the Court and counsel for all Parties.
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1 73. Treatment of Individual Class Payments and Individual PAGA Payments. All
2 Individual Class Payments will be allocated 100% as civil penalties and will be reported on an IRS
3 Form-1099 by the Settlement Administrator. All Individual PAGA Payments will be allocated as
4 alleged penalties and will be reported on an IRS Form-1099 by the Settlement Administrator.

5 74. Administration of Taxes by the Settlement Administrator. The Settlement
6 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, Aggrieved
7 Employees, and Class Counsel any tax forms as may be required by law for all amounts paid
8 pursuant to this Agreement. Within ten (10) calendar days after the Effective Date, the Settlement
9 Administrator will provide the Parties with an accounting of the amounts to be distributed by the
10 Settlement Administrator.

11 75. Tax Liability. The Parties acknowledge that no tax advice has been offered or given
12 by any other Party, their attorneys, agents, or any other representatives, in the course of these
13 negotiations, and that each Party is relying upon the advice of his/its own tax consultant with
14 regard to any tax consequences that may arise as a result of the execution of this Agreement. The
15 Class Representatives and Class Counsel acknowledge that they may be required to submit a Form
16 W-9, and the Class Representatives, Class Members, and Class Counsel acknowledge that the
17 Settlement Administrator may be required to issue a Form 1099 or other tax form reporting the
18 consideration flowing to the Class Representatives, Class Members, and Class Counsel under this
19 agreement to the Internal Revenue Services and/or other taxing authority. Nothing herein shall
20 obligate the Class Representatives, Class Members, and Class Counsel to pay, indemnify, or
21 otherwise assume responsibility for any taxes that would be owed by Defendant in the first instance
22 or as a result of any re-classification of the treatment of the payments.

23 76. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
24 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
25 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
26 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
27 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
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1 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
2 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
3 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
4 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
5 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
6 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
7 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
8 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
9 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
10 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
11 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
12 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
13 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
14 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
15 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
16 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
17 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
18 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
19 AGREEMENT.

20 77. No Prior Assignments. The Parties and their counsel represent, covenant, and
21 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
22 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
23 action, cause of action, or right herein released and discharged.

24 78. Release of Claims by Class Members. Upon the latter of the Effective Date and full
25 funding of the MSA by Defendants, the Settlement Class and each Participating Class Member,
26 fully releases and discharges the Released Parties for the Released Claims for the Class Period.
27 Participating Class Members will be deemed to have acknowledged and agreed that their claims
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1 for wages and penalties in the Action are disputed, and that their Individual Class Payment
2 constitutes payment of all sums allegedly due to them. Participating Class Members will be
3 deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not
4 applicable to the Individual Class Payment.

5 79. Plaintiffs' Released Claims. The Plaintiffs shall be bound by a complete Section 1542
6 release and waiver of all claims known and unknown, without exception, against the "Released
7 Parties" (below), except as may be prohibited by law.

8 80. Release of Claims by Aggrieved Employees and State. Upon the Effective Date and
9 the full funding of the MSA by Defendant, the Aggrieved Employees fully release and discharge
10 the Released Parties for the Released PAGA Claims for the PAGA Release Period.

11 81. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit
12 this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval
13 and determination by the Court as to the fairness, adequacy, and reasonableness of the Settlement
14 Agreement. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the
15 Court for the entry of an order for:

16 a. Scheduling a fairness hearing on the question of whether the proposed Settlement,
17 including but not limited to, payment of Class Counsel's fees and costs, and the Class
18 Representative Enhancement Payment, should be finally approved as fair, reasonable, and
19 adequate as to the members of the Settlement Class;

20 b. Preliminarily Certifying a Settlement Class;

21 c. Approving, as to form and content, the proposed Notice;

22 d. Approving the manner and method for Class Members to request exclusion from
23 the Settlement as contained herein and within the Notice;

24 e. Directing the mailing of the Notice, by first class mail to the Class Members; and

25 f. Giving Preliminary Approval to Settlement subject to final review by the Court.

26 82. Duties of the Parties Following Preliminary Court Approval. Following Preliminary
27 Approval by the Court of the Settlement provided for in this Settlement Agreement and Notice to
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- 1 the Class, Class Counsel will submit a proposed final order of approval and judgment for:
- 2 a. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and
- 3 adequate, and directing consummation of its terms and provisions;
- 4 b. Approval of Class Counsel’s application for an award of attorneys’ fees and costs;
- 5 c. Approval of the Class Representative Enhancement Payments to the Class
- 6 Representatives;
- 7 d. Approval of the Settlement Administration Costs of the Settlement Administrator;
- 8 and
- 9 e. That judgment be entered in this Action.

10 83. Rescission of Settlement Agreement (by Defendant). If more than ten percent

11 (10%) of the Class Members opt-out of the Settlement by submitting Requests for Exclusion,

12 Defendant may, at their option, rescind and void the Settlement and all actions taken in

13 furtherance of it will thereby be null and void. Defendant must exercise this right of rescission, in

14 writing, to Class Counsel within fourteen (14) calendar days after the Settlement Administrator

15 notifies the Parties of the total number of Requests for Exclusion received by the Response

16 Deadline. If the option to rescind is exercised, Defendant shall be solely responsible for all costs

17 of the Settlement Administrator accrued to that point.

18 84. Escalator Clause. Defendant has represented that (1) there are 799 Class Members

19 during the period from October 11, 2021 through February 22, 2024 and (2) that during the period

20 from October 11, 2021 through December 31, 2024, Class Members made an estimated total of 328

21 records requests under Labor Code § 1198.5 and 974 records requests under Labor Code § 226 (i.e.,

22 1,302 unique records requests). Plaintiffs have relied upon these material representations in

23 entering into this Agreement. Should the number of Settlement Class Members from October 11,

24 2021 through February 22, 2024 increase by 10% or the numbers of requests from October 11, 2021

25 through the Release Period increase by 10%, the GSA shall increase by 1% for each percentage

26 increase over that 10% threshold.

27 85. Adjustments to Components of Maximum Settlement Amount. This Agreement

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1 contemplates those future adjustments to the amounts of components of the Maximum Settlement
2 Amount listed above may be necessary and/or may be ordered by the Court. Any such future
3 adjustments shall be made only by written stipulation of the Parties or by an order of the Court.
4 For the avoidance of doubt, this Paragraph does not apply to the Escalator Clause above, and
5 modifications to this Settlement and the Notice shall be implemented upon the Escalator Clause
6 triggering without the need for a written stipulation or Court Order.

7 86. Nullification of Settlement Agreement. In the event that: (a) the Court does not
8 issue final approval of the Settlement as provided herein; or (b) the Settlement does not become
9 final for any other reason, then this Settlement Agreement, and any documents generated to bring
10 it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of
11 this Settlement Agreement will likewise be treated as void from the beginning. In such event, if
12 the Court rejects the Settlement despite the Parties' best efforts, Defendant shall be liable for all
13 Settlement Administration costs incurred.

14 87. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
15 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
16 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
17 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a
18 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
19 the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
20 Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth
21 the terms of this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed
22 Notice of Class Action Settlement, attached as **Exhibit A**. Class Counsel will be responsible for
23 drafting all documents necessary to obtain Preliminary Approval. Defendant agrees not to oppose
24 the Motion for Preliminary Approval.

25 88. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
26 deadlines for Class Members to submit Requests for Exclusion, or objections to the Settlement
27 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
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1 be conducted to determine the Final Approval of the Settlement Agreement along with the
2 amounts properly payable for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c)
3 the Labor and Workforce Development Agency Payment; (d) the Class Counsel's Fees and Costs;
4 (e) the Class Representative Enhancement Payments; (f) all Settlement Administration Costs; and
5 (g) Target's share of payroll taxes for wages paid in connection with the Individual Class
6 Payments. Class Counsel will be responsible for drafting all documents necessary to obtain Final
7 Approval, including responding to any objections and appeals arising therefrom. Class Counsel
8 will also draft the attorneys' fees and costs application to be heard at the Final Approval hearing.
9 Defendant agrees not to oppose the Motion for Final Approval.

10 89. Termination of Settlement. Subject to the obligation(s) of cooperation set forth
11 herein, any Party may terminate this Settlement if the Court declines to enter the Preliminary
12 Approval Order, the Final Approval Order, or final judgment in substantially the form submitted
13 by the Parties, or the Settlement Agreement as agreed does not become final because of appellate
14 court action. The Terminating Party shall give to all other Parties (through his/its counsel) written
15 notice of his/its decision to terminate this Agreement no later than ten (10) business days after
16 receiving notice that one of the enumerated events has occurred. Termination of this Agreement
17 shall have the following effects:

18 a. The Settlement Agreement shall be terminated and shall have no force or effect,
19 and no Party shall be bound by any of its terms;

20 b. In the event the Settlement is terminated, Defendant shall have no obligation to
21 make any payments to any Party, Class Member or Class Counsel. The Terminating Party shall
22 pay the Settlement Administrator for services rendered up to the date the Settlement
23 Administrator is notified that the Settlement has been terminated;

24 c. The Preliminary Approval Order, Final Approval Order, and Judgment, including
25 any order of class certification, shall be vacated;

26 d. The Settlement Agreement and all negotiations, statements, and proceedings
27 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
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1 restored to their respective positions in the Action prior to the Settlement;

2 e. Neither this Stipulated Settlement, nor any ancillary documents, actions,
3 statements, or filings in furtherance of settlement (including all matters associated with the
4 mediation) shall be admissible or offered into evidence in the Action or any other action for any
5 purpose whatsoever.

6 90. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
7 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
8 Judgment pursuant to California Code of Civil Procedure section 664.6 to the Court for its
9 approval. After entry of the Judgment, the Court will have continuing jurisdiction for purposes of
10 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
11 administration matters, and (c) such post-Judgment matters as may be appropriate under court
12 rules or as set forth in this Agreement.

13 91. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
14 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
15 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

16 92. Entire Agreement. This Settlement Agreement, the general release of all claims by
17 the Class Representative, and any attached Exhibits constitute the entirety of the Parties'
18 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
19 binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and
20 California Code of Civil Procedure section 1856(a), which provide that a written agreement is to
21 be construed according to its terms and may not be varied or contradicted by extrinsic evidence,
22 and the Parties agree that no such extrinsic oral or written representations or terms will modify,
23 vary, or contradict the terms of this Agreement.

24 93. Amendment or Modification. This Settlement Agreement may be amended or
25 modified only by a written instrument signed by the named Parties or their successors-in-interest.

26 94. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
27 and represent they are expressly authorized by the Parties whom they represent to negotiate this
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1 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
2 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
3 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
4 counsel will cooperate with each other and use their best efforts to effectuate the implementation
5 of the Settlement. If the Parties are unable to reach agreement on the form or content of any
6 document needed to implement the Settlement, or on any supplemental provisions that may
7 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
8 of the Court to resolve such disagreement.

9 95. Signatories. It is agreed for the purposes of this Settlement Agreement only that
10 because the members of the Class are so numerous, it is impossible or impractical to have each
11 member of the Class execute this Settlement Agreement. The Notice, attached hereto as Exhibit
12 A, will advise all Class Members of the binding nature of the release, and the release shall have the
13 same force and effect as if this Settlement Agreement were executed by each member of the Class.

14 96. Binding on Successors and Assigns. This Settlement Agreement will be binding
15 upon, and inure to the benefit of the Parties, as previously defined, except that the rights and
16 obligations of Plaintiffs and Class Members under this Agreement are personal and may not be
17 assigned to any other person or entity.

18 97. California Law Governs. All terms of this Settlement Agreement and Exhibits
19 hereto will be governed by and interpreted according to the laws of the State of California.

20 98. Execution and Counterparts. This Settlement Agreement is subject only to the
21 execution of all Parties. The Agreement may be executed in one or more counterparts either by
22 ink or electronic signature. All executed counterparts and each of them, including electronic,
23 facsimile, and scanned copies of the signature page, will be deemed to be one and the same
24 instrument.

25 99. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
26 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action. The Parties
27 further agree that they have arrived at this Settlement after arm's-length negotiations and in the
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1 context of adversarial litigation, taking into account all relevant factors, present and potential. The
2 Parties further agree that they and their respective counsel have conducted informal discovery and
3 that the investigation conducted by the Parties was sufficient to satisfy the criteria for court
4 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar*
5 *v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”). The Parties
6 further acknowledge that they are each represented by competent counsel and that they have had
7 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
8 Agreement.

9 100. Invalidity of Any Provision. Before declaring any provision of this Settlement
10 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
11 extent possible consistent with applicable precedents so as to define all provisions of this
12 Settlement Agreement as valid and enforceable.

13 101. Plaintiff’s Waiver of Right to Be Excluded and Object. Plaintiffs agree to sign this
14 Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms
15 herein. For good and valuable consideration, Plaintiffs further agree that they will not request to
16 be excluded from the Settlement Agreement, nor object to any terms herein. Any such request for
17 exclusion or objection by Plaintiffs will be void and of no force or effect. Any efforts by Plaintiffs
18 to circumvent the terms of this paragraph will be void and of no force or effect.

19 102. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
20 class certification for purposes of this Settlement only; except, however, that Plaintiffs or Class
21 Counsel may appeal any reduction in the Class Counsel’s Fees and Costs below the amount
22 requested from the Court but must inform Defense Counsel and the Class Administrator of any
23 intent to appeal prior to the distribution of any funds from the Class Administrator to any
24 Settlement Class Members or any other Parties. Any Party may terminate this Settlement or
25 appeal any Court order which is not in substantially the form submitted by the Parties.

26 103. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
27 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
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1 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
2 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
3 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
4 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
5 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
6 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
7 an admission or concession by Defendant of any such violations or failures to comply with any
8 applicable law. The Parties agree that there exists a bona fide dispute as to whether any penalty or
9 other payment is actually due to Plaintiffs, the putative class, and Aggrieved Employees, and if so,
10 the amount thereof, and no legal determinations have been made with respect to the legal claims
11 bought in the Action and resolved in this Settlement. Except as necessary in a proceeding to
12 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be
13 offered or received as evidence in any action or proceeding to establish any liability or admission
14 on the part of Defendant or to establish the existence of any condition constituting a violation of,
15 or a non-compliance with, federal, state, local, or other applicable law.

16 104. Captions. The captions and section numbers in this Agreement are inserted for the
17 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
18 provisions of this Agreement.

19 105. Waiver. No waiver of any condition or covenant contained in this Agreement or
20 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
21 constitute a further waiver by such Party of the same or any other condition, covenant, right, or
22 remedy.

23 106. Enforcement. In the event that one or more of the Parties institute any legal action,
24 motion, petition, or other proceeding against any other Party or Parties to enforce the provisions
25 of this Settlement or to declare rights and/or obligations under this Settlement, and another Party
26 or Parties opposes that proceeding, the successful Party or Parties will be entitled to recover from
27 the unsuccessful opposing Party or Parties reasonable attorneys' fees and costs, including
28

1 reasonable expert witness fees incurred.

2 107. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
3 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
4 against one Party than another merely by virtue of the fact that it may have been prepared by
5 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
6 between the Parties, all Parties have contributed to the preparation of this Agreement.

7 108. Representation By Counsel. The Parties acknowledge that they have been
8 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
9 and that this Agreement has been executed with the consent and advice of counsel, and reviewed
10 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
11 Settlement Agreement.

12 109. All Terms Subject to Final Court Approval. All amounts and procedures described
13 in this Settlement Agreement herein will be subject to the Court's Final Approval.

14 110. Notices. Unless otherwise specifically provided herein, all notices, demands, or
15 other communications given hereunder shall be in writing and shall be transmitted to a Party via
16 email:

17 To Plaintiffs and the Settlement Class:

18 Elliot J. Siegel
19 elliot@kingsiegel.com
20 **KING & SIEGEL LLP**
21 724 S. Spring Street, Suite 201
Los Angeles, California 90014

22 Xavier Villegas
23 xavier@xaviervillegaslaw.com
24 **LAW OFFICE OF XAVIER VILLEGAS, APC**
25 2390 Las Posas Road, C168
Camarillo, CA 93010

26 To Defendant:

27 Mark J. Girouard (*admitted pro hac vice*)
28 mgirouard@nilanjohnson.com

NILAN JOHNSON LEWIS PA
250 Marquette Avenue South, Suite 800
Minneapolis, MN 55401

111. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

112. Binding Agreement. The Parties warrant that: 1) they understand and have full authority to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable and binding on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.


IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: LORENA ORTIZ

Dated: 11/02/25 _____



Lorena Ortiz (Feb 11, 2025 17:14 PST)
Lorena Ortiz

PLAINTIFF: MARCO GAMINO

Dated: _____

Marco Gamino

PLAINTIFF: LIZBETH REYES

Dated: _____

Lizbeth Reyes

NILAN JOHNSON LEWIS PA
250 Marquette Avenue South, Suite 800
Minneapolis, MN 55401

111. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

112. Binding Agreement. The Parties warrant that: 1) they understand and have full authority to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable and binding on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: LORENA ORTIZ

Dated: _____

Lorena Ortiz

PLAINTIFF: MARCO GAMINO

Dated: 11/02/25 _____

Marco Gamino
Marco Gamino (Feb 11, 2025 18:30 PST)

Marco Gamino

PLAINTIFF: LIZBETH REYES

Dated: _____

Lizbeth Reyes

NILAN JOHNSON LEWIS PA
250 Marquette Avenue South, Suite 800
Minneapolis, MN 55401

111. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

112. Binding Agreement. The Parties warrant that: 1) they understand and have full authority to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable and binding on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: LORENA ORTIZ

Dated: _____

Lorena Ortiz

PLAINTIFF: MARCO GAMINO

Dated: _____

Marco Gamino

PLAINTIFF: LIZBETH REYES

Dated: 11/02/25

Lizbeth Reyes
Lizbeth Reyes (Feb 11, 2025 17:35 PST)
Lizbeth Reyes

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2-13-25

Dated: _____

DEFENDANT: TARGET CORPORATION



By: _____
Adam Klarfeld

Its: _____
Sr Director and
assistant general
counsel

Exhibit A

**NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL**

Lorena Ortiz, Marco Gamino, Lizbeth Reyes v. Target Corporation
Superior Court of the State of California, Yolo County
Case No. CV2023-0586

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Target Corporation's records show you are what is called a "Class Member," and are entitled to a payment from this class action settlement ("Settlement"). Class Members are *"all persons who applied for employment and/or were an employee of Target and who made a request for personnel records in the State of California during the period from October 11, 2021 through February 7, 2025, and/or who made requests for wage statements in the State of California from October 11, 2021 through July 17, 2024."*

On [REDACTED], the Honorable Samuel T. McAdam of the Superior Court of California for the County of Yolo granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>. [For PAGA Aggrieved Employees only: For purposes of the Settlement, you are also an Aggrieved Employee under California Private Attorneys General Act of 2024 ("PAGA"), and will be mailed a check for you portion of the civil penalties under PAGA allocated in this Settlement, which is estimated to be <<estAmount>>.¹]

IF YOU STILL WORK FOR TARGET CORPORATION, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER.
YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating

¹ By law, under the Private Attorney Generals Act ("PAGA"), the amount recovered in settlement, after paying for attorney's fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Settlement Members. The State receives 75% of the net settlement amount and the PAGA Settlement Members receive 25% of the net settlement (to be allocated on a pro rata basis)..

against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at [www._____](http://www._____.).

What Is This Case About?

Lorena Ortiz, Marco Gamino, and Lizbeth Reyes were employees of Defendant. They are the "Plaintiffs" in this case and are suing Target Corporation ("Defendant") on behalf of themselves and all Class Members. Plaintiffs sued Defendant, alleging (1) failure to produce wage statements; (2) failure to produce personnel records; (3) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (4) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiffs' claims or Defendant's defenses thereto.

Defendant is not admitting to any allegations or wrongdoing in this case, and in fact expressly denies that any of its practices at issue in this lawsuit were or are unlawful. Defendant asserts that Plaintiffs and Putative Class Members are not entitled to any relief.

Plaintiff entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. On January 8, 2025, the Parties negotiated a settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The Parties' agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action ("Joint Stipulation").

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department 14 of the Superior Court of California for the County of Yolo, 1000 Main Street, Woodland, CA 95695. You are not required to attend the Hearing.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Elliot J. Siegel
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

Questions? Contact the Settlement Administrator toll free at _____

and

Xavier Villegas
LAW OFFICE OF XAVIER VILLEGAS, APC
(805) 250-7488
2390 Las Posas Road, C168
Camarillo, CA 93010

Summary of the Settlement Terms

Plaintiffs and Defendant have agreed to settle this case on behalf of themselves and the Class Members for \$700,000.00 (“Maximum Settlement Amount”).

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a \$10,000 service payment to each Representative Plaintiff for their time and effort in pursuing this case and in exchange for a general release of claims against Defendant, subject to Court approval; (3) Settlement Administration Costs not to exceed \$15,000; (4) \$56,250 to the California Labor & Workforce Development Agency (“LWDA”), representing the State of California’s portion of civil penalties under PAGA (or 75% of the \$75,000 allocated to PAGA penalties); (5) an aggregate of \$18,750 to alleged PAGA Aggrieved Employees (or 25% of the \$75,000 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to \$233,333.33 in attorneys’ fees and up to \$15,000 in litigation costs and expenses to Class Counsel.

After deducting the service payments to Plaintiffs, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys’ fees and costs/expenses, a total of approximately \$_____ will be available to Class Members who do not opt out of the Settlement (“Net Settlement Amount” or “NSA”).

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Each Participating Class Member will receive an Individual Settlement Payment calculated by dividing the NSA amongst the Participating Class Members evenly. Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees in the same manner.

Class Member Tax Matters

IRS Forms 1099-MISC will be distributed to participating Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Class Members and Aggrieved Employees receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 100% of each Individual Settlement Payment will be allocated to civil penalties. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding

Questions? Contact the Settlement Administrator toll free at _____

the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment and Individual PAGA payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”) against the Released Parties for the Release Period.

The Released Claims are defined as:

Those claims asserted in the Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA Notice, including but not limited to all of the following claims for relief: (1) failure to produce wage statements (Cal. Lab. Code § 226), (2) failure to produce personnel records (Cal. Lab. Code § 1198.5), (3) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and (4) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

The Released PAGA Claims include:

All claims by Aggrieved Employees for civil penalties under PAGA asserted in the Complaint or LWDA Notice, or that could have reasonably been alleged based on the factual allegations contained in the Operative Complaint and LWDA Notice. The Released PAGA Claims shall be released through the PAGA Release Period.

Released Parties means (i) Defendant Target, as well as its subsidiaries and/or parent corporations, divisions, affiliates, past and present officers, predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, private investigators and each and all of the foregoing persons’ heirs, assigns, executors, administrators, and successors, or any of them.

The “Release Period” is the period from October 11, 2021 through February 7, 2025. The “PAGA Release Period” is the period from October 11, 2021 through February 7, 2025.

Questions? Contact the Settlement Administrator toll free at _____

Option 2 – Opt-Out of the Settlement

You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator, in writing, not later than [date], that you wish to opt-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than [redacted]. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ORTIZ, ET AL. V. TARGET CORPORATION* LAWSUIT.”

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Ortiz, et al. v. Target Corporation Settlement Administrator

c/o [redacted]
[redacted]
[redacted]

Telephone: [redacted]

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than [redacted] [30 days from mailing]. If you submit a request for exclusion which is not postmarked by [redacted], your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees’ portion of the civil penalties allocated to PAGA²; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

² By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Target Corporation in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before [REDACTED]. All objections or other correspondence should state the name and number of the case, which is *Lorena Ortiz, et al. v. Target Corporation*, Yolo County Case Number No. CV2023-0586.

You may also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED], in Department 14 of the Superior Court of California for the County of Yolo located at 1000 Main Street, Woodland, CA 95695, and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Sacramento, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class and PAGA Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at [www.\[REDACTED\]](http://www.[REDACTED]).

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Questions? Contact the Settlement Administrator toll free at _____

Exhibit B

1 Julian Burns King (Bar No. 298617)

2 julian@kingsiegel.com

3 Elliot J. Siegel (Bar No. 286798)

4 elliot@kingsiegel.com

KING & SIEGEL LLP

5 724 S. Spring Street, Suite 201

6 Los Angeles, California 90014

tel: (213) 465-4802

fax: (213) 465-4803

7 Xavier Villegas (Bar No. 293232)

8 xavier@xaviervillegaslaw.com

LAW OFFICE OF XAVIER VILLEGAS, APC

9 2390 Las Posas Road, C168

10 Camarillo, CA 93010

11 tel: (805) 250-7488

12 fax: (805) 250-7499

Attorneys for Plaintiffs and the Settlement Class

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF YOLO**

15 **Lorena Ortiz**, individually and on behalf of all
16 similarly situated individuals; **Marco Gamino**,
17 individually and on behalf of all similarly situated
18 individuals; and **Lizbeth Reyes**, individually and
on behalf of all similarly situated individuals;

19 Plaintiffs,

20 vs.

21 **Target Corporation**, a Minnesota corporation;
22 and **Does 1-100**, inclusive,

23 Defendants,

CASE NO. CV2023-0586

[Assigned to Honorable Samuel T. McAdam,
Department 14]

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: _____ [Reserved]

Time: _____

Dept.: _____

1 Plaintiffs' Unopposed Motion for Preliminary Approval of the proposed settlement of this
2 action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA
3 Action (the "Settlement" or "Stipulation") came on for hearing on [REDACTED], 2025.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. CV2023-0586, entitled *Lorena Ortiz, Marco*
6 *Gamino, Lizbeth Reyes v. Target Corporation* (the "Action"), and GOOD CAUSE appearing, the
7 Court GRANTS preliminary approval of the Settlement, and

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

9 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
10 in this Order shall have the meanings set forth therein.

11 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and
12 the Class.

13 3. The Class is defined as follows: "*all persons who applied for employment and/or were an*
14 *employee of Target and who made a request for personnel records in the State of California during the period*
15 *from October 11, 2021 through February 7, 2025, and/or who made requests for wage statements in the*
16 *State of California from October 11, 2021 through July 17, 2024.*"

17 4. The Court has determined that the Class Notice fully and accurately informs all
18 persons in the Class of all material elements of the proposed Settlement, constitutes the best notice
19 practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class
20 Members. The Class Notice is attached as **Exhibit A** and incorporated by reference.

21 5. The Court hereby grants preliminary approval of the Settlement and Stipulation as
22 fair, reasonable, and adequate in all respects to the Class Members, and ORDERS the parties to
23 consummate the Settlement in accordance with the terms of the Stipulation, including the terms
24 and procedures for Class Members to object or request exclusion to the Settlement.

25 6. The plan of distribution as set forth in the Stipulation providing for the distribution
26 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
27 reasonable, and adequate.

28 7. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.

1 Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California 90014 and
2 Xavier Villegas of Law Office of Xavier Villegas, APC, 2390 Las Posas Road, C168, Camarillo, CA
3 93010.

4 8. The Court preliminarily approves the payment of attorneys' fees in the amount of
5 \$233,333.33 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be
6 paid from the Maximum Settlement Amount.

7 9. The Court preliminarily approves the payment of incurred reasonable costs in an
8 amount not to exceed \$15,000.00 to Class Counsel, which shall be paid from the Maximum
9 Settlement Amount as defined in the parties' Stipulation.

10 10. The Court preliminarily approves a payment in the amount of \$56,250.00 to the
11 California Labor & Workforce Development Agency, representing the State of California's portion
12 of civil penalties under PAGA (or 75% of \$75,000), and \$18,750 to the alleged Aggrieved Employees
13 (or 25% of \$75,000), which shall both be paid from the Maximum Settlement Amount.

14 11. The Court preliminarily approves the payment of incurred reasonable claims
15 administration costs to the Settlement Administrator, in an amount not to exceed \$15,000, which
16 shall be paid from the Maximum Settlement Amount.

17 12. The Court preliminarily approves an enhancement award to Class Representatives,
18 Lorena Ortiz, Marco Gamino, and Lizbeth Reyes, in the amount of \$10,000.00 each (for a total of
19 \$30,000), which shall be paid from the Maximum Settlement Amount.

20 13. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
21 are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or
22 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
23 wrongdoing in this Action or in any other proceeding.

24 14. In the event that the Settlement does not become effective in accordance with the
25 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
26 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
27 all orders entered and releases delivered in connection herewith shall be null and void to the extent
28 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to

proceed with litigation of the Action.

15. The Court orders the following Implementation Schedule¹ for further proceedings:

a.	Deadline for Defendant to submit Class Member data to the Settlement Administrator	_____ [10 calendar days from the date of the Court's Order Granting Preliminary Approval].
b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	_____ [5 calendar days following the Settlement Administrator's receipt of Class data]
c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	_____ [45 calendar days after the Settlement Administrator mails the Notice]
d.	Deadline for Class Members to submit objections to the Settlement	_____ [45 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	_____ [45 days prior to the Final Approval Hearing]
f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
g.	Final Settlement Approval Hearing	_____, 2025 at _____ a.m./p.m.
h.	Settlement Administrator to Provide an Accounting of Funds	_____ [5 calendar days following the Effective Date of the Settlement]
i.	Deadline for Defendant to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	_____ [15 calendar days following the day Defendant receives the Accounting of Funds from the Settlement Administrator]
j.	Deadline for Settlement Administrator to distribute	_____ [7 calendar days following receipt by the Settlement Administrator of the Maximum

¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

	payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representative; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	<i>Settlement Amount</i>
k.	Compliance Hearing	<i>[240 calendar days following Effective Date of the Settlement]</i>

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Hon. Samuel T. McAdam
Yolo County Superior Court Judge

Exhibit C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO**

Lorena Ortiz, individually and on behalf of all
similarly situated individuals; **Marco Gamino**,
individually and on behalf of all similarly situated
individuals; and **Lizbeth Reyes**, individually and
on behalf of all similarly situated individuals;

Plaintiff,

vs.

Target Corporation, a Minnesota corporation;
and **Does 1-100**, inclusive,

Defendants,

CASE NO. CV2023-0586

[Assigned to Honorable Samuel T. McAdam,
Department 14]

CLASS ACTION

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND PAGA
ACTION SETTLEMENT PURSUANT TO
THE TERMS OF JOINT STIPULATION
RE: CLASS AND PAGA ACTION
SETTLEMENT**

Date: _____ [Reserved]

Time: _____

Dept.: _____

1 **[PROPOSED] ORDER**

2 Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this action
3 on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or "Stipulation")
4 came on for hearing on [REDACTED], 2025.

5 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice
6 having been given to Class Members (as defined in the Settlement Agreement), and having
7 considered the supplemental declaration of the Settlement Administrator, Settlement Agreement,
8 all of the legal authorities and documents submitted in support thereof, all papers filed and
9 proceedings had herein, all oral and written comments received regarding the Settlement
10 Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court
11 **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings
12 and determinations and enters final judgment as follows:

13 1. All terms used in this order shall have the same meanings given as those terms are
14 used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion for Order
15 Granting Final Approval of Class and PAGA Action Settlement. A copy of the Joint Stipulation of
16 Settlement is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion for
17 Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this Order.¹

18 2. The Court has personal jurisdiction over the Parties to this litigation and subject
19 matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

20 3. The previously certified Class, as further defined in the Settlement is as follows:

21 *"all persons who applied for employment and/or were an employee of Target and who made*
22 *a request for personnel records in the State of California during the period from October 11,*
23 *2021 through February 7, 2025, and/or who made requests for wage statements in the State*
of California from October 11, 2021 through July 17, 2024."

24 4. The Court deems this definition sufficient under Rules of Court, Rule 3.765(a) for
25 the purpose of effectuating the Settlement.

26 5. The Court finds that an ascertainable class of [REDACTED] Participating Class
27

28 ¹ The Court previously granted preliminary approval of the Settlement on [REDACTED].

Members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive litigation, investigation, discovery, and research, and their attorneys were able to reasonably evaluate their respective positions over the course of this litigation.

7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the Class's claims and will avoid additional and potentially substantial litigation costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, trial, and appeals, the Court concludes that Class Counsel secured significant relief for Class Members.

8. The Court approves the terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court appoints Elliot J. Siegel of King & Siegel LLP and Xavier Villegas of Law Office of Xavier Villegas, APC as Class Counsel, and finds each of them to be adequate, experienced, and well-versed in class action litigation.

10. The Court appoints Plaintiffs as Class Representatives and finds them to be adequate.

11. The Court is satisfied that [REDACTED], which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court, Rule 3.766. The Class Notice informed the prospective Class

1 Members of the Settlement terms, their right to do nothing and receive their settlement share, their
2 right to submit a request for exclusion, their rights to comment on or object to the Settlement, and
3 their right to appear at the Final Approval and Fairness Hearing, and be heard regarding approval
4 of the Settlement and adequate periods of time to respond and to act were provided by each of these
5 procedures.

6 12. As part of administration, the Court notes that [REDACTED] Class Members filed written
7 objections to the Settlement as part of this notice process, and [REDACTED] Class Members filed a written
8 statement of intention to appear at the Final Approval and Fairness Hearing, and [REDACTED] Class
9 Member submitted a request for exclusion. The Class Member(s) who requested exclusion,
10 specifically [REDACTED], will not be bound by the Settlement and will not receive any portion of
11 the Net Settlement Amount, but will be bound by the PAGA Release to the extent they are
12 Aggrieved Employees under the Settlement.

13 13. The terms of the Settlement Agreement, including the Maximum Settlement
14 Amount of \$700,000 and the allocation for determining Individual Settlement Payments, are fair,
15 adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
16 approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

17 14. The Court further approves the following distributions from the Maximum
18 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
19 Agreement:

20 a. The \$233,333.33 amount, representing one-third of the Maximum
21 Settlement Amount, requested by Plaintiffs and Class Counsel for the Class Counsel's
22 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. Class
23 Counsel's fee request is also supported by its lodestar cross-check, and the Court finds that
24 Class Counsel's time spent on the matter and hourly rates charged by the attorneys who
25 worked on the matter are fair and reasonable. The Court grants final approval of, awards,
26 and orders the Class Counsel fees payment to be made in accordance with the Settlement
27 Agreement.

1 b. The Court awards Class Counsel \$ [REDACTED] in litigation costs (in and
2 amount not to exceed \$15,000), which is an amount which the Court finds to be reflective
3 of the actual and reasonable costs incurred. The Court grants final approval of Class
4 Counsel's litigation expenses payment and orders payment of this amount to be made in
5 accordance with the Settlement Agreement.

6 c. The \$10,000 class representative incentive payment requested to the Named
7 Plaintiffs is fair and reasonable. The Court grants final approval of the payment and orders
8 the payment to be made in accordance with the Settlement Agreement.

9 d. The amount of \$ [REDACTED] designated for payment to the Settlement
10 Administrator is fair and reasonable. The Court grants final approval of it and orders the
11 Parties to make the payment to the Settlement Administrator in accordance with the
12 Settlement Agreement.

13 e. The Court approves of the \$75,000.00 allocation assigned for claims under
14 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
15 \$56,250.00) to be paid to the California Labor and Workforce Development Agency and
16 orders 25% thereof (*i.e.*, \$18,750.00) to be paid to alleged Aggrieved Employees in
17 accordance with the terms of the Settlement Agreement.

18 15. The Court orders the Parties to otherwise comply with, effectuate, and carry out all
19 terms and provisions of the Settlement Agreement, to the extent that the terms thereunder do not
20 contradict with this order, in which case the provisions of this order shall take precedence and
21 supersede the Settlement Agreement.

22 16. All Participating Class Members shall be bound by the Settlement and this order,
23 including the release of claims as set forth in the Settlement Agreement.

24 17. The Parties shall bear their own respective attorneys' fees and costs except as
25 otherwise provided in this order and the Settlement Agreement.

26 18. All checks mailed to the Class Members must be cashed within one hundred and
27 eighty (180) days after mailing.

1 19. Plaintiffs shall file with the Court a report regarding the status of distribution no later
2 than fifty (50) days after all funds have been distributed.

3 20. All checks mailed to the Class Members must be cashed within 180 days of issuance
4 and will be negotiable through that date (the "Void Date"). Any envelope transmitting a settlement
5 distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT
6 CHECK IS ENCLOSED."

7 21. No later than 10 days from this order, the Settlement Administrator shall give notice
8 of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy
9 of this Order and Final Judgment on its website assigned to this matter.

10 22. The Court retains continuing jurisdiction over the Action and the Settlement,
11 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
12 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement,
13 (b) addressing settlement administration matters, and (c) addressing such post-judgment matters
14 as may be appropriate under court rules or applicable law.

15 23. This Final Judgment is intended to be a final disposition of the above-captioned
16 action in its entirety and is intended to be immediately appealable. This final judgment resolves all
17 claims released by the Settlement Agreement against Defendants.

18 24. The Court hereby sets a hearing date of [REDACTED], 2025 at [REDACTED] for a hearing
19 on the final accounting and distribution of the settlement funds. Counsel shall file with the Court a
20 report regarding the status of distribution at least five days before the hearing and not more than 21
21 days after the Void Date.

22 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**
23
24
25

26 DATED: _____

Hon. Samuel T. McAdam
Yolo County Superior Court Judge