


FILED
YOLO SUPERIOR COURT

MAR 28 2025

By  Deputy J. DURAN

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11 Attorneys for Plaintiffs and the Settlement Class

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

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

19 Plaintiffs,

20 vs.

21 **Target Corporation**, a Minnesota
22 corporation; 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: March 27, 2025 [Reserved]
Time: 9:00 a.m.
Dept.: 14

1 Plaintiffs' Unopposed Motion for Preliminary Approval of the proposed settlement
2 of this action on the terms set forth in the Joint Stipulation of Settlement and Release of
3 Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on March
4 27, 2025.

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

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

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

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

14 3. The Class is defined as follows: "*all persons who applied for employment*
15 *and/or were an employee of Target and who made a request for personnel records in the*
16 *State of California during the period from October 11, 2021 through February 7, 2025,*
17 *and/or who made requests for wage statements in the State of California from October*
18 *11, 2021 through July 17, 2024."*

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

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

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

4 7. The Court preliminarily appoints as Class Counsel the following attorneys:
5 Elliot J. Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California
6 90014 and Xavier Villegas of Law Office of Xavier Villegas, APC, 2390 Las Posas Road,
7 C168, Camarillo, CA 93010.

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

11 9. The Court preliminarily approves the payment of incurred reasonable costs
12 in an amount not to exceed \$25,000.00 to Class Counsel, which shall be paid from the
13 Maximum Settlement Amount as defined in the parties' Stipulation.

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

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

22 12. The Court preliminarily approves an enhancement award to Class
23 Representatives, Lorena Ortiz, Marco Gamino, and Lizbeth Reyes, in the amount of
24 \$10,000.00 each (for a total of \$30,000), which shall be paid from the Maximum
25 Settlement Amount.

26 13. This Preliminary Approval Order and the Stipulation, and all papers related
27 thereto, are not, and shall not be construed to be, an admission by Defendant of any
28 liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such

1 liability, claim, or wrongdoing in this Action or in any other proceeding.

2 14. In the event that the Settlement does not become effective in accordance with
3 the terms of the Stipulation, then this Preliminary Approval Order shall be rendered null
4 and void to the extent provided by and in accordance with the Stipulation and shall be
5 vacated. In such event, all orders entered and releases delivered in connection herewith
6 shall be null and void to the extent provided by and in accordance with the Stipulation,
7 and each party shall retain his or its rights to proceed with litigation of the Action.

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

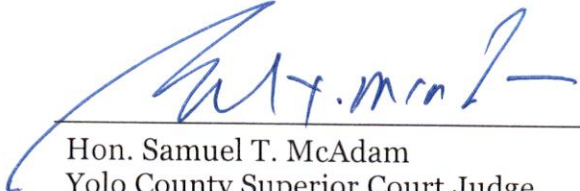
10 a.	Deadline for Defendant to submit Class Member data to the Settlement Administrator	<u>April 6, 2025</u> [10 calendar days from the date of the Court's Order Granting Preliminary Approval].
12 b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	<u>April 11, 2025</u> [5 calendar days following the Settlement Administrator's receipt of Class data]
14 c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	<u>May 26, 2025</u> [45 calendar days after the Settlement Administrator mails the Notice]
16 d.	Deadline for Class Members to submit objections to the Settlement	<u>May 26, 2025</u> [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]
20 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]
24 f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and	_____ [16 Court days prior to the Final Settlement Approval Hearing]

27 _____
28 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.

1	Enhancement Award	
2	g. Final Settlement Approval Hearing	<u>7/10/2025</u> , 2025 at <u>9</u> <u>a.m./p.m.</u> <u>D14</u>
3	h. Settlement Administrator to Provide an Accounting of Funds	<u> </u> [5 calendar days following the Effective Date of the Settlement]
4		
5		
6	i. Deadline for Defendant to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	<u> </u> [15 calendar days following the day Defendant receives the Accounting of Funds from the Settlement Administrator]
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9	j. Deadline for Settlement Administrator to distribute 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	<u> </u> [7 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount]
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17	k. Compliance Hearing	<u> </u> [240 calendar days following Effective Date of the Settlement]
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20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21
22 DATED: 3/27/2025

23 
24 Hon. Samuel T. McAdam
25 Yolo County Superior Court Judge