

**THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KRYSTAL SADLER, on behalf of
herself, individually and on behalf of all
similarly situated individuals,

Plaintiffs,

v.

TARGET CORPORATION,

Defendants.

Civ. No. 1:23-cv-00030-CPO-SAK

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL SETTLEMENT
APPROVAL, ATTORNEYS' FEES AND EXPENSES, SERVICE AWARD**

For the reasons set forth in the accompanying Memorandum of Law in Support of this Unopposed Motion, and there being ***no objections and one exclusion to the settlement*** (0.006%) by the Class members, Plaintiff Kystal Sadler respectfully requests that the Court enter an Order:

1. Granting final approval to the settlement as detailed in the Agreement and Release (“Settlement Agreement”) (ECF No. 133-3).

2. Approving the settlement payments to members of the Class according to the pro rata distribution protocol set forth in the Settlement Agreement, as the factors described in *Girsh v. Jepsen*, 521 F.2d 153 (3d Cir. 1975), *In re Prudential Ins. Co. Am. Sales Practice, Litig.*, 148 F.3d 283 (3d Cir. 1998), and *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163 (3d Cir. 2013) weigh in favor of approval of the settlement for the reasons detailed in Plaintiff’s Memorandum of Law.

3. Approving the requested service award of \$10,000 to the named Class Representative Plaintiff Krystal Sadler in recognition of her role in initiating the lawsuit and diligently pursuing their legal claims on behalf of the Class. This award falls within the range of service awards approved in other wage and hour class action lawsuits.

4. Approving, pursuant to Federal Rule of Civil Procedure 23(h), the requested payment of attorney’s fees to McOmber McOmber & Luber, P.C. in the amount of \$1,533,333.33, as well as reimbursement in the amount of \$99,588.55 in

litigation expenses.

5. Approving the payment of the costs of notice and administration to Epiq.

6. And, dismissing the action with prejudice, although the Court will retain jurisdiction over the interpretation, enforcement, and implementation of the Settlement Agreement.

7. Plaintiff has submitted an accompanying proposed form of Order.

Respectfully submitted,

Dated: February 10, 2026

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL SETTLEMENT APPROVAL,
ATTORNEYS' FEES AND EXPENSES, SERVICE AWARD, AND
SETTLEMENT ADMINISTRATION COSTS**

TABLE OF CONTENTS

I. INTRODUCTION 1

II. BACKGROUND 1

 A. Plaintiffs’ Claims..... 1

 B. Procedural History of the Settlement 2

 C. The Class & Notice 3

 D. The Settlement Agreement & Terms 4

 1. The Class Definition 4

 2. The Monetary Payments 4

 3. The Release 6

III. ARGUMENT..... 7

 A. Final Approval of the Settlement is Warranted Because it is Fair,
 Reasonable, and Adequate 7

 1. Rule 23(e)(2)(A): Whether Plaintiff and Class Counsel
 “have adequately represented the class” 10

 2. Rule 23(e)(2)(B): Whether the settlement “was negotiated
 at arm’s length” 11

 3. Rule 23(e)(2)(C)(i): Whether the relief “is adequate, taking
 into account the costs, risks, and delay of trial and appeal” 12

 4. Rule 23(e)(2)(C)(ii) – Effectiveness of the “proposed
 method of distributing relief” and “the method of
 processing class-member claims” 13

 5. Rule 23(e)(2)(C)(iii) – The terms and timing of any
 proposed attorney’s fee award 14

 6. Rule 23(e)(2)(C)(iv): Other agreements Under Rule
 23(e)(3)..... 15

 7. Rule 23(e)(2)(D): Whether the settlement treats class
 members equitably relative to each other 15

 8. *Girsh* Factor 1: Complexity, Expense, and Likely Duration
 of the Litigation..... 17

 9. *Girsh* Factor 2: Reaction of the Class to the Settlement..... 17

 10. *Girsh* Factor 3: Stage of the Proceedings and Discovery
 Completed 18

11.	<i>Girsh</i> Factors 4 and 5: Risk of Establishing Liability and Proving Damages	19
12.	<i>Girsh</i> Factor 6: Maintaining the Class Through Trial	20
13.	<i>Girsh</i> Factor 7: Ability of Defendant to Withstand a Greater Judgment	21
14.	<i>Girsh</i> Factors 8 and 9: The Range of Reasonableness of the Settlement Fund in Light of Best Possible Recovery and Risks of Litigation.....	22
15.	<i>Prudential</i> Factor 1: Maturity of Underlying Substantive Issue.....	23
16.	<i>Prudential</i> Factor 2: Claims by Other Classes	23
17.	<i>Prudential</i> Factor 3: Comparison Between the Results Achieved for Individual Class Members and Results Achieved (or Likely to be) for the Other Claimants.....	23
18.	<i>Prudential</i> Factor 4: Whether Class Members are Accorded the Right to opt out of the Settlement	24
19.	<i>Prudential</i> Factor 5: Whether any Provisions for Attorney’s Fees are Reasonable	24
20.	<i>Prudential</i> Factor 6: Whether the Procedure for Processing Individual Claims is Fair and Reasonable	25
21.	<i>Baby Products</i> Factor: Degree of Direct Benefit Provided to the Class	25
B.	The Requested Service Award Warrants Final Approval.....	26
C.	The Requested Attorneys’ Fee of \$1,533,333.33 Warrants Approval.....	27
1.	The “Percentage of the Fund” Method Favors Approval	27
2.	The <i>Gunter/Prudential</i> Factors Favor Approval	28
i	<i>Gunter</i> Factor 1: The Size of the Fund Created and Persons Benefitted	28
ii	<i>Gunter</i> Factor 2: The Absence of Substantial Objections	29
iii	<i>Gunter</i> Factor 3: The Skill and Efficiency of the Attorneys.....	29
iv	<i>Gunter</i> Factor 4: The Complexity and Duration of the	

	Litigation.....	30
v	<i>Gunter</i> Factor 5: The Risk of Nonpayment.....	30
vi	<i>Gunter</i> Factor 6: The Amount of Time Devoted to Case	30
vii	<i>Gunter</i> Factor 7: The Awards in Similar Cases	30
viii	<i>Prudential</i> Factor 1: Value of Benefits Attributable to Class Counsel.....	31
ix	<i>Prudential</i> Factor 2: Percentage of Fee had the Case Been Subject to a Private Contingent Fee Agreement ...	31
x	<i>Prudential</i> Factor 3: Innovative Terms of Settlement....	31
3.	The Lodestar Crosscheck Favors Approval.....	32
IV.	CONCLUSION.....	34

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>In re AT&T Corp. Securities Litig.</i> , 455 F.3d 160 (3d Cir. 2006)	27, 28
<i>Atis v. Freedom Mortgage Corp.</i> , 2018 WL 5801544 (D.N.J. Nov. 6, 2018) (Kugler, J.).....	20
<i>In re Baby Prods. Antitrust Litig.</i> , 708 F.3d 163 (3d Cir. 2013)	9, 10, 12, 26
<i>Barenbaum v. Hayt, Hayt & Landau, LLC</i> , 2021 U.S. Dist. LEXIS 6854 (E.D. Pa. Jan. 13, 2021).....	25
<i>Bell Atl. Corp. v. Bolger</i> , 2 F.3d 1304 (3d Cir. 1993)	19
<i>Beuregard v. Hunter</i> , 2019 U.S. Dist. Lexis 23233 (D.N.J. Sept. 27, 2019)	15
<i>Bradburn Parent Teacher Store, Inc. v. 3M</i> , 513 F. Supp. 2d 322 (E.D. Pa. 2007).....	18
<i>Bredbenner v. Liberty Travel, Inc.</i> , Civil Action No. 09-905, 2011 U.S. Dist. LEXIS 38663 (D.N.J. Apr. 8, 2011).....	19
<i>Bristow v. Caritas</i> , 2023 U.S. Dist. LEXIS 92193 (E.D. Pa. May 25, 2023).....	15
<i>Brown v. Am. Home Prods. Corp. (In re Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig.)</i> , No. 99-20593, 2000 U.S. Dist. LEXIS 12275 (E.D. Pa. Aug. 28, 2000)	24, 25
<i>Brown v. Progressions Behavioral Health Servs., Inc.</i> , No. CV 16-6054, 2017 WL 2986300 (E.D. Pa. July 13, 2017)	28

Caddick v. Tasty Baking Co.,
No. 19-cv-02106, 2021 U.S. Dist. LEXIS 70016 (E.D. Pa. Apr. 12,
2021)5, 16

Caddick v. Tasty Baking Co.,
No. 2:19-cv-02106-JDW, 2021 U.S. Dist. LEXIS 206991 (E.D. Pa.
Oct. 27, 2021)28, 29

Carpenter v. Allpoints Courier Serv.,
No. 17-2043, 2018 U.S. Dist. LEXIS 155000 (D.N.J. Sep. 10,
2018) (Simandle, J.).....31

In re Cendant Corp., Deriv. Action Litig.,
232 F. Supp. 2d 327 (D.N.J. 2002).....17

In re Cendant Corp. Litig.,
264 F.3d 201 (3d Cir. 2001)18, 21

In re Certainteed Corp. Roofing Shingle Prods. Liab. Litig.,
269 F.R.D. 468 (E.D. Pa. 2010).....21

In re Cigna Corp. Sec. Litig.,
No. 02-8088, 2007 U.S. Dist. LEXIS 51089 (E.D. Pa. July 13,
2007)11

Craig v. Rite Aid Corp.,
2013 U.S. LEXIS 2658, at *4731

Cunningham v. Wawa, Inc.,
No. 18-3355, 2021 U.S. Dist. LEXIS 81712 (E.D. Pa. Apr. 21,
2021)25

Devine v. Northeast Treatment Centers, Inc.,
2021 U.S. Dist. LEXIS 197924 (E.D. Pa. Oct. 14, 2021)21

Fernandez v. Douyu Int’l Holdings Ltd.,
Civil Action No. 2:23-cv-03161, 2025 U.S. Dist. LEXIS 257416
(D.N.J. Dec. 12, 2025)34

Filby v. Windsor Mold USA, Inc.,
No. 13-CV-1582, 2015 U.S. Dist. LEXIS 30034 (N.D. Ohio Mar.
11, 2015)6, 16

Ford v. Lehigh Valley Restaurant Group, Inc.,
2016 U.S. Dist. LEXIS 31732 (M.D. Pa. Mar. 10, 2016)26

Frederick v. Range Res. - Appalachia, LLC,
Civil Action No. 1:08-cv-288-SPB, 2022 U.S. Dist. LEXIS 60710
(W.D. Pa. Mar. 31, 2022)13

Fujiwara v. Sushi Yasuda Ltd.,
58 F. Supp. 3d 424 (S.D.N.Y. 2014)5, 16

Garcia v. Missing Sock Laundry Serv. LLC,
Civil Action No. 24-8045 (LDW), 2025 U.S. Dist. LEXIS 119379
(D.N.J. June 24, 2025)31

Girsh v. New America Fund, Inc.,
521 F.2d 153 (3d Cir. 1975)*passim*

In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.,
55 F.3d 768 (3d Cir. 1995)17, 18, 20, 27

Gunter v. Ridgewood Energy Corp.,
223 F.3d 190 (3d Cir. 2000)28, 29, 30

Hall v. Accolade, Inc.,
No. 17-3423, 2019 U.S. Dist. LEXIS 143542 (E.D. Pa. Aug. 22,
2019)10, 12, 13, 14

Hall v. Adelphia, et al.,
No. 21-cv-01106 (D.N.J. Jan. 4, 2024) (O’Hearn, J.) (Order
Granting Final Approval of Class Settlement and Approving 33
1/3% Fee to McOmber McOmber & Luber, P.C.)29

Halley v. Honeywell Int’l, Inc.,
861 F.3d 481 (3d Cir. 2017)7

In re HealthEC LLC Data Breach Litig.,
2025 U.S. Dist. LEXIS 107723 (D.N.J. June 6, 2025).....12

Henderson v. Volvo Cars of N. Am., LLC,
2013 U.S. Dist. LEXIS 4629122

i.e., Davis v. Target Corp.,
Civ. No. 23-9 (E.D. Pa. 2023)24

In re Innocoll Holdings Pub. Ltd. Co. Sec. Litig.,
No. 17-341, 2022 U.S. Dist. LEXIS 196845 (E.D. Pa. Oct. 28,
2022)8

In re Johnson & Johnson Derivative Litig.,
900 F. Supp. 2d 467 (D.N.J. 2012).....22

Kostka v. Dickey’s Barbecue Rests., Inc.,
No. 20-cv-03424-K, 2022 U.S. Dist. LEXIS 188186 (N.D. Tex.
Oct. 14, 2022)14

*Krell v. Prudential Ins. Co. of Am. (in Re Prudential Ins. Co. Am.
Sales Practice Litig. Agent Actions)*,
148 F.3d 283 (3d Cir. 1998)*passim*

Kress v. Fulton Bank,
2021 U.S. Dist. LEXIS 259351, at *3428

Mabry v. Hildebrandt,
2015 U.S. Dist. LEXIS 112137 (E.D. Pa. Aug. 24, 2015)27

Maddy v. General Electric Co.,
2017 WL 2780741 (D.N.J. June 26, 2017).....15, 27, 32

McCoy v. Health Net, Inc.,
569 F. Supp. 2d 448 (D.N.J. 2008).....19

Mondello v. ICF Tech., Inc.,
No. 8:24-cv-1037-SPF (M.D. Fla. Sept. 24, 2025)29

Myers v. Jani-King of Phila., Inc.,
No. 09-1738, 2019 U.S. Dist. LEXIS 144929 (E.D. Pa. Aug. 26,
2019)5, 16

In re Nat. Football League Players’ Concussion Injury Litigation,
307 F.R.D. 351 (E.D. Pa. 2015).....11

In re NFL Players Concussion Injury Litig.,
821 F.3d 410 (3d Cir. 2016)8, 9, 10, 21

O’Hern v. Vida Longevity Fund, LP,
2023 U.S. Dist. LEXIS 76789 (D. Del. May 2, 2023)8, 17

Oliver v. BMW of N. Am., LLC,
Civil Action No. 17-12979 (CCC), 2021 U.S. Dist. LEXIS 43290
(D.N.J. Mar. 8, 2021).....11

In re Par Pharm. Sec. Litig.,
No. 06-cv-3226, 2013 U.S. Dist. LEXIS 106150, 2013 WL
3930091 (D.N.J. July 29, 2013).....18

Payton-Fernandez v. Burlington Stores,
2024 U.S. Dist. LEXIS 231619 (D.N.J. Dec. 23, 2024).....34

In re Pet Food Prods. Liab. Litig.,
629 F.3d 333 (3d Cir. 2010)9, 10

Pro v. Hertz Equip. Rental Corp.,
Civil Action No. 06-3830 (DMC), 2013 U.S. Dist. LEXIS 86995
(D.N.J. June 20, 2013)19, 20

Ricci v. Newrez LLC,
No. 5:22-cv-0650, 2023 U.S. Dist. LEXIS 186727 (E.D. Pa. Oct.
17, 2023)10

Ripley v. Sunoco, Inc.,
287 F.R.D. 300 (E.D. Pa. 2012).....30

In re Rite Aid Corp. Securities Litig.,
396 F.3d 294 (3d Cir. 2005)27, 32

Rose v. Travelers Home & Marine Ins. Co.,
2020 U.S. Dist. LEXIS 126761 (E.D. Pa. July 20, 2020)13

Rossini v. PNC Fin. Servs. Grp., Inc.,
2020 U.S. Dist. LEXIS 113242 (W.D. Pa. June 26, 2020)20

Rouse v. Comcast Corp.,
2015 U.S. Dist. LEXIS 49347 (E.D. Pa. Apr. 15, 2015).....32

In re Safety Components Int'l Sec. Litig.,
166 F. Supp. 2d 72 (D.N.J. 2001)18, 20

Schaub v. Chesapeake & Delaware Brewing Holdings,
2016 U.S. Dist. LEXIS 157203 (E.D. Pa. Nov. 14, 2016)26

In re Schering-Plough Corp. Sec. Litig.,
2009 U.S. Dist. LEXIS 121173 (D.N.J. Dec. 31, 2009).....21

Somogyi v. Freedom Mortg. Corp.,
495 F. Supp. 3d 337 (D.N.J. 2020).....8, 14, 25

In re Suboxone,
No. 2445, 2023 U.S. Dist. LEXIS 215754 (E.D. Pa. Dec. 4, 2023).....23, 24

Sullivan v. DB Investments, Inc.,
667 F.3d 273, 333 n. 65.26

Taveras v. S-L Distribution Co., Inc.,
2016 U.S. Dist. LEXIS 57689 (M.D. Pa. May 2, 2016).....32

Tomasello v. ICF Tech., Inc.,
No. 23-3759 (D.N.J. Apr. 23, 2025).....29

Tower v. Portugueses, S.A.,
2025 U.S. Dist. LEXIS 77128, at *3114

Tumpa v. IOC-PA, LLC,
Civil Action No. 3:18-cv-112, 2021 U.S. Dist. LEXIS 2806 (W.D.
Pa. Jan. 7, 2021).....17

Urffer v. GCWen Mgmt. Corp.,
No. 2:24-cv-00525-JP, 2025 U.S. Dist. LEXIS 99235 (E.D. Pa.
May 19, 2025).....30

Utah Ret. Sys. v. Healthcare Servs. Grp., Inc.,
No. 19-1227, 2022 U.S. Dist. LEXIS 5841 (E.D. Pa. Jan. 12, 2022)17

Vista Healthplan, Inc. v. Cephalon, Inc.,
2020 U.S. Dist. LEXIS 69614 (E.D. Pa. Apr. 20, 2020).....23

Wallace v. Powell,
No. 3:09-cv-286, 2015 U.S. Dist. LEXIS 172326 (M.D. Pa. Dec.
21, 2015)19

In re Warfarin Sodium Antitrust Litig.,
391 F.3d 516 (3d Cir. 2004)17, 20, 21, 22

Wood v. AmeriHealth Caritas Servs.,
LLC, No. 17-3697, 2020 U.S. Dist. LEXIS 60787 (E.D. Pa. Apr. 7,
2020)16

Statutes

N.J.S.A. 34:11-4.2.....2
N.J.S.A. 34:11-4.4.....2
N.J.S.A. 34:11-56a *et seq.*.....2

Regulations

N.J.A.C. 12:56-5.112

Rules

Fed. R. Civ. P. 23*passim*
Fed. R. Civ. P. 30(b)(6).....11, 18

I. INTRODUCTION

Plaintiff Krystal Sadler respectfully submits this Brief in support of her Unopposed Motion for Final Settlement Approval, Attorneys' Fees and Expenses, Service Award, and Settlement Administration Costs. Plaintiff and Defendant Target Corporation ("Defendant" or "Target") have agreed to settle this Rule 23(b) class action for a total of \$4,600,000, inclusive of attorneys' fees and costs.

On October 30, 2025, the Court granted preliminary approval of the settlement and authorized notice to Class members. ECF No. 135. Notice has been completed and the response has been overwhelmingly positive. There are no objectors to the settlement for the attorney fee request and there is one opt-out for over 15,000 Settlement Class members reached by the Class Notice. Notice was effective with a 96.14% deliverable rate to 99.96% of the Class.

This settlement is a desirable alternative to the expense, uncertainty, and delay that would result from further litigation under the unique facts presented. The settlement should be approved as fair, reasonable, and adequate in all respects.

II. BACKGROUND

A. Plaintiffs' Claims

In New Jersey, Target operates three distribution centers; they are located in Burlington, Perth Amboy, and Logan Township. Between September 8, 2022 and November 22, 2022, Target employed Plaintiff at the Logan distribution center as an hourly, non-exempt worker. Amended Class Action Complaint ("Am. Compl.")

ECF No. 33 ¶¶ 4, 8-9. Plaintiff alleges that Defendants violated New Jersey state wage and hour laws, N.J.S.A. 34:11-56a *et seq*; N.J.S.A. 34:11-4.2; N.J.S.A. 34:11-4.4., by not paying its Progression Team members for “all hours worked.” Am. Compl. ECF No. 33, ¶¶ 26-42. In particular, Plaintiff contends that Defendant failed to pay similarly situated hourly, non-exempt Target employees the required minimum wage and overtime for time spent before their shifts traveling from the entrance of their respective distribution centers to their assigned time clocks, and after their shifts from their time clocks to the exit of the distribution centers. Am. Compl. ECF No. 33 ¶¶ 34, 42. Target denies the allegations and disputes the merits of Plaintiff’s individual and class-wide claims.

B. Procedural History of the Settlement

On June 25, 2025, Magistrate Judge King conducted an in-person settlement conference at the U.S. District Courthouse in Camden, New Jersey. The Parties, and specifically Plaintiff and her counsel, as well as Target and its counsel, were present. Before the conference, the Parties engaged in settlement negotiations. Magistrate Judge King assisted the Parties by helping them reach this class settlement.

On July 29, 2025, the Parties executed a settlement Term Sheet. The Parties have since fully memorialized their settlement, as evidenced by their signed Release and Settlement Agreement. ECF No. 133-3.

On October 30, 2025, the Court granted preliminary approval of the settlement, appointed Plaintiff as the Class Representative, appointed McOmber McOmber & Luber, P.C. as Class Counsel, approved notice to the Class, and scheduled a Final Approval Hearing for February 24, 2026. ECF No. 135.

C. The Class & Notice

The Class includes 15,913 individuals. **Exhibit 3** to Declaration of Charles J. Kocher (Clements Decl.) ¶ 14. Plaintiff retained Epiq to serve as the Settlement Administrator, which includes disseminating notice and establishing and maintaining a dedicated Settlement website and toll-free line. *Id.* ¶¶ 8-18. Epiq mailed notice to 15,913 Class Members. *Id.* ¶ 14. For the 1,778 of those notices were undeliverable, Epiq was ultimately able to reach 15,298 *Id.* ¶ 14. CAFA notice was sent on October 31, 2025 to 57 federal and state officials. Kocher Decl. ¶ 8.

As of February 3, 2026, the Settlement Website has had approximately 3,844 page views visited by 2,556 visitors. *Id.* ¶ 16. As of February 3, 2026 the toll-free number has received approximately 98 calls, totaling 603 minutes, in addition to 68 inbound and outbound calls totaling 444 minutes. *Id.* ¶ 18. One Class member opted out of the Settlement by the exclusion date (0.006%). *Id.* ¶ 19. There are objections to the Settlement. The exclusion deadline is February 13, 2026. If any additional opt-out notices are received prior to the February 24, 2026 Final Approval hearing are received Plaintiff will notify the Court. This Motion will also be added to the site.

D. The Settlement Agreement & Terms

The Settlement Agreement's material terms are briefly summarized below.

1. The Class Definition

Pursuant to Federal Rule of Civil Procedure 23(c), the Court certified the following Class:

Plaintiff and (b) all Progression Team Members who have been employed as hourly, non-exempt workers at any of Target's New Jersey distribution centers at any time from August 6, 2019 through the date of final judgment in this matter.

ECF No. 83. The Release and Settlement Agreement references "the date of the Final Approval Order"; assuming the Court orders final approval, and to eliminate the need to re-certify a settlement class, the Parties recognize that date will be the same date as final judgment. ECF No. 133-3 ¶ 1. Over 15,000 individuals, including Plaintiff, fall within this class definition.

2. The Monetary Payments

To settle all claims asserted in this action, Defendant agreed to create a Global Settlement Fund totaling \$4,600,000. ECF No. 133-3 ¶ 8. If the Court approves the requested service award, and attorneys' fees, and expenses, the Net Settlement Fund distributed to Class will approximately total \$2,756,666.67. This amount represents the Global Settlement Fund less (1) Class Counsel's fees (\$1,533,333.33), (2) reimbursement of expenses (\$99,588.55), plus the estimated costs of notice and settlement administration, and (2) a \$10,000 Service Award payable to Plaintiff. The

Net Settlement Fund, less payroll taxes, withholdings, and deductions, will then be distributed to Settlement Members who do not exclude themselves from the settlement. ECF No. 133-3 ¶¶ 20, 21.

According to the number of each Class Member's shifts worked, Settlement Awards will be made on a *pro rata* basis. ECF No. 133-3 ¶ 12. The *pro rata* Settlement Awards ensure "the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D); *see also Myers v. Jani-King of Philadelphia, Inc.*, No. 9-1738, 2019 U.S. Dist. LEXIS 144929, at *25 n. 5 (E.D. Pa. Aug. 26, 2019) (approving distribution formula based on total payments made by each member for franchise fees, finders fees, insurance payments, etc., made during the class period and finding "[t]his method assures that individuals who had a longer relationship with Jani-King, and thus made larger payments in fees, will ultimately receive greater compensation under the Settlement Agreement."); *Caddick v. Tasty Baking Co.*, No. 19-cv-02106, 2021 U.S. Dist. LEXIS 70016, at *19 (E.D. Pa. Apr. 12, 2021) ("FLSA and state law class members will receive payments based on the same calculation. 'The settlement share allocation is individually determined based on transactional data from each Settlement Class Member's distributorship and the number of weeks each such distributor worked within the applicable period.'"); *Fujiwara v. Sushi Yasuda Ltd.*, 58 F. Supp. 3d 424, 434 (S.D.N.Y. 2014) (granting final approval of *pro rata* settlement distributions based on number of shifts); *Filby*

v. Windsor Mold USA, Inc., No. 13-CV-1582, 2015 U.S. Dist. LEXIS 30034, at *2 (N.D. Ohio Mar. 11, 2015) (same).

In recognition of her efforts on behalf of the certified class, Plaintiff seeks approval of a \$10,000 Service Award. Class. ECF No. 133-3 ¶ 23. Additionally, subject to Court approval, Class Counsel seeks one-third of the Maximum Settlement Amount, or \$1,533,333.33, plus reimbursement of expenses (\$99,588.55). *Id.* ¶ 26. No objections have been received to either.

3. The Release

In exchange for the above consideration, Class Members who do not exclude themselves from the settlement will release

any and all claims, rights, demands, liabilities, and causes of action of every nature and description during the Class Period, whether known or unknown, that were, or could have been, made by Target's employees who worked as Progression Team Members employed at Target's New Jersey Distribution centers at any time between August 6, 2019 and the date of final judgment in the Action and who have claims for allegedly unpaid wages or compensation of any kind, liquidated damages, penalties, attorneys' fees, costs, expenses, interest, settlement administrators costs, service awards, and any other monetary claims related to the payment of wages.

ECF No. 133-3 ¶ 13. Class Members who do not exclude themselves from the settlement, upon distribution of Settlement Awards, will have released their claims.

ECF No. 133-3 ¶ 28.

III. ARGUMENT

A. Final Approval of the Settlement is Warranted Because it is Fair, Reasonable, and Adequate

Because a class action binds absent members, a class action cannot be settled without the approval of the Court. *See Halley v. Honeywell Int’l, Inc.*, 861 F.3d 481, 488 (3d Cir. 2017) (“Even if it has satisfied the requirements for certification under Rule 23, a class action cannot be settled without the approval of the court.” (citing *Krell v. Prudential Ins. Co. of Am. (in Re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions)*, 148 F.3d 283, 316 (3d Cir. 1998)); *see also* Fed. R. Civ. P. 23(e) (providing that “the claims . . . of a certified class may be settled . . . only with the court’s approval”).¹ The court must determinate whether the settlement is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2).

In assessing fairness, the Court should consider the four factors in Rule 23(e)(2)’s 2018 amendments:

(A) whether the class representatives and class counsel have adequately represented the class;

(B) whether the proposal was negotiated at arm's length;

(C) whether the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any

¹ Since, this Court has already certified the Class on January 27, 2023, the Rule 23(b) requirements have been established.

proposed award of attorney's fees, including timing of payment; and (iv) any agreements between the settling parties; and

(D) whether the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2); *O'Hern v. Vida Longevity Fund, LP*, 2023 U.S. Dist. LEXIS 76789, at *12-13 (D. Del. May 2, 2023) (discussing Rule 23(e)(2)'s four factors in evaluating fairness); *Somogyi v. Freedom Mortg. Corp.*, 495 F. Supp. 3d 337, 350 (D.N.J. 2020) (analyzing Rule 23(e)(2) before *Girsh* factors).

Within the Third Circuit, courts also “employ a more expansive fairness inquiry” based on a collection of factors. *In re Innocoll Holdings Pub. Ltd. Co. Sec. Litig.*, No. 17-341, 2022 U.S. Dist. LEXIS 196845, at *13 (E.D. Pa. Oct. 28, 2022). The seminal factors were established in *Girsh v. New America Fund, Inc.*, 521 F.2d 153 (3d Cir. 1975), when the Third Circuit “noted nine factors to be considered when determining the fairness of a proposed settlement.” *NFL Players*, 821 F.3d at 437.

The *Girsh* factors:

(1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceeding and the amount of the discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through trial; (7) ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Girsh, 521 F.2d at 157. “The district court must make findings as to each of the nine *Girsh* factors in order to approve a settlement as fair, reasonable, and adequate, as required by Rule 23(e).” *In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 350 (3d Cir. 2010).

In *In re Prudential Insurance Company America Sales Practice Litig.*, 148 F.3d 283 (3d Cir. 1998), the Third Circuit determined “it might be useful” to expand the analysis to include additional “permissive and non-exhaustive factors.” *NFL Players*, 821 F.3d at 437 (listing 6 Prudential factors). The *Prudential* factors are:

[1] the maturity of the underlying substantive issues, as measured by experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages; [2] the existence and probable outcome of claims by other classes and subclasses; [3] the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved—or likely to be achieved—for other claimants; [4] whether class or subclass members are accorded the right to opt out of the settlement; [5] whether any provisions for attorneys' fees are reasonable; and [6] whether the procedure for processing individual claims under the settlement is fair and reasonable.”

Prudential, 148 F.3d at 323.²

² The Court is not required to apply the *Prudential* factors, and some district courts decline to. See *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 174 (3d Cir. 2013) (“Unlike the *Girsh* factors, each of which the district court must consider before

Most recently, in *Baby Products*, 708 F.3d 163, the Third Circuit observed that “one additional inquiry[y] for a thorough analysis of settlement terms is the degree of direct benefit provided to the class.” *Id.* at 164.

Here, all four factors under Rule 23(e)(2) and the related *Girsh*, *Prudential*, and *Baby Products* factors all weigh in favor of final approval of the settlement agreement. Thus, the proposed settlement is fair, reasonable, and adequate.

1. Rule 23(e)(2)(A): Whether Plaintiff and class counsel “have adequately represented the class”

This factor focuses “on the actual performance of counsel acting on behalf of the class.” *Hall v. Accolade, Inc.*, No. 17-3423, 2019 U.S. Dist. LEXIS 143542, at *8-9 (E.D. Pa. Aug. 22, 2019) (citation omitted); *see also In re NFL Players Concussion Injury Litig.*, 821 F.3d 410, 439 (3d Cir. 2016) (class counsel should “develop[] enough information about the case to appreciate sufficiently the value of the claims”). Here, this factor is satisfied because the Parties engaged in extensive and vigorous litigation. The Parties engaged in substantial discovery including depositions of managerial employees from each of Target’s New Jersey distribution

approving a class settlement, the *Prudential* considerations are just that, prudential. They are permissive and non-exhaustive, ‘illustrat[ing] . . . [the] additional inquiries that in many instances will be useful for a thoroughgoing analysis of a settlement's terms.’” (Quoting *In re Pet Food Prods. Liab. Litig.*, 629 F.3d at 350)); *Ricci v. Newrez LLC*, No. 5:22-cv-0650, 2023 U.S. Dist. LEXIS 186727, at *8 n.1 (E.D. Pa. Oct. 17, 2023)(“Since the Court finds the *Girsh* factors sufficient, it declines to apply the *Prudential* factors.”) However, the application is prophylactic and further establishes the settlement’s fairness warranting approval.

centers, a rule 30(b)(6) Corporate Designee, the named-Plaintiff and Plaintiff's two experts, production and analysis of payroll data, multiple damages models, as well as significant motion practice including Plaintiff's granted motion for class certification, and competing summary judgment motions. Notably, the Court already recognized Plaintiff and Class Counsel's adequacy in its order and accompanying opinion granting class certification. ECF Nos. 82-83. Plaintiff and Class Counsel also negotiated the settlement in the presence of Magistrate Judge King who had the opportunity to witness their desire to achieve the most desired outcome for the Class.

2. Rule 23(e)(2)(B): Whether the settlement “was negotiated at arm’s length”

This factor is satisfied where, again, the settlement negotiations were overseen by Magistrate Judge King at an in-person settlement conference. *See In re Cigna Corp. Sec. Litig.*, No. 02-8088, 2007 U.S. Dist. LEXIS 51089, at *12 (E.D. Pa. July 13, 2007); *In re Nat. Football League Players’ Concussion Injury Litigation*, 307 F.R.D. 351, 377 (E.D. Pa. 2015) (“presence of mediator helps guarantee class members claims are not compromised”); *Oliver v. BMW of N. Am., LLC*, Civil Action No. 17-12979 (CCC), 2021 U.S. Dist. LEXIS 43290, at *25 (D.N.J. Mar. 8, 2021) (“The participation of an independent mediator in settlement negotiations ‘virtually ensures that the negotiations were conducted at arm's length and without collusion between the parties.’” (quotation omitted)).

3. Rule 23(e)(2)(C)(i): Whether the relief “is adequate, taking into account the costs, risks, and delay of trial and appeal”

This factor “balances the relief that the settlement is expected to provide to class members against the cost and risk involved in pursuing a litigated outcome.” *Hall*, 2019 U.S. Dist. LEXIS 143542, at *10 (quotation omitted). Such analysis “cannot be done with arithmetic accuracy, but it can provide a benchmark for comparison with the settlement figure.” *Id.* (quotation omitted). As the Third Circuit has observed, “[t]he role of a district court is not to determine whether the settlement is the fairest possible resolution – a task particularly ill-advised given that the likelihood of success at trial . . . can only be estimated imperfectly.” *In re Baby Products*, 708 F.3d at 173-74.

This settlement avoids further litigation risks. On June 25, 2025, when the Parties initially agreed to resolve Plaintiff’s class-wide claims, the Parties’ competing summary judgment motions were ripe for this Court’s determination. The Parties dispute the meaning of the definition of “all hours worked” under New Jersey law, N.J.A.C. 12:56-5.1, and the viability of Target’s defenses, including the application of the *de minimis* doctrine, thus leaving the Parties exposed to potential adverse rulings. “In litigation, nothing is ever certain.” *See In re HealthEC LLC Data Breach Litig.*, 2025 U.S. Dist. LEXIS 107723, at *29 (D.N.J. June 6, 2025).

Had Plaintiff’s claims survived summary judgment, in whole, or in part, a jury trial would have followed necessitating pre-trial filings, such as motions *in limine*,

or to strike or limit expert testimony, contested jury instructions and verdict forms, and other pretrial motions. There also likely would have been post-trial motions and an appeal. Consequently, the Parties would have borne significant and mounting risks and costs related to further litigation and appeal. Moreover, those continued proceedings left Plaintiff and the certified Class with the prospect of recovering less than the relief afforded by the Parties' settlement, or perhaps nothing at all. The Parties' settlement eliminates the uncertainty of recovery for Plaintiff and the Class Members and provides them with meaningful relief.

This settlement avoids these risks and warrants final approval.

4. Rule 23(e)(2)(C)(ii) – Effectiveness of the “proposed method of distributing relief” and “the method of processing class-member claims”

“In considering this factor, the Court ‘scrutinize[s] the method of [notice] processing’ and ‘should be alert to whether the . . . process is unduly demanding.’” *Rose v. Travelers Home & Marine Ins. Co.*, 2020 U.S. Dist. LEXIS 126761, at *18 (E.D. Pa. July 20, 2020) (citing Rule 23 Advisory Committee Notes (Dec. 1, 2018)).

This factor favors approval where class members are not required to file claim forms to receive payments and where the notice form clearly describes the process for class members to object to or exclude themselves from the settlement. *See Hall*, 2020 U.S. Dist. LEXIS 52632, at *21-22; *Frederick v. Range Res. - Appalachia, LLC*, Civil Action No. 1:08-cv-288-SPB, 2022 U.S. Dist. LEXIS 60710, at *80

(W.D. Pa. Mar. 31, 2022) (finding that settlement payments calculated automatically on a *pro rata* basis without submitting claims is effective because “no burden is placed on class members”). Here, the individualized payments are made on a *pro rata* basis according to each class members’ shifts worked during the Class Period. Pay data was provided by Defendant and Class Members need not file a claim.

Moreover, Plaintiff retained Epiq – a reputable class action administrator³ – to process the claims and provide notice. The notice program has also been successful. *See Hall*, 2020 U.S. Dist. LEXIS 52632, at *21-22 (noting that the Administrator “has not experienced significant difficulties in contacting class members”); *Somogyi*, 495 F. Supp. 3d at 350 (discussing hiring an “experienced and qualified claims administrator” to fulfill the court’s preliminary approval order helps to satisfy this requirement). Thus, this factor favors approval.

5. Rule 23(e)(2)(C)(iii) – The terms and timing of any proposed attorney’s fee award

This factor favors approval because the requested attorney’s fee constitutes only one-third of the total settlement fund. It is well established that fees of 33 1/3% or less of the settlement fund fall “within the range approved in other wage and hour

³ “Several courts in this District have found Epiq to be a sufficient claims administrator.” *Tower*, 2025 U.S. Dist. LEXIS 77128, at *31 (approving Epiq); *id.* at n. 5 (collecting cases); *see also Kostka v. Dickey’s Barbecue Rests., Inc.*, No. 20-cv-03424-K, 2022 U.S. Dist. LEXIS 188186, at *44 (N.D. Tex. Oct. 14, 2022) (“Indeed, many courts throughout the country have appointed Epiq to be settlement administrator in large, complex, class action cases.”).

cases.” *Bristow v. Caritas*, 2023 U.S. Dist. LEXIS 92193, *2-3 (E.D. Pa. May 25, 2023) (citing other cases); *see Maddy v. General Electric Co.*, 2017 WL 2780741, at *6-8 (D.N.J. June 26, 2017) (approving attorneys’ fees in amount of one-third of settlement plus expenses in collective and class action lawsuit under FLSA and state’s laws); *Beuregard v. Hunter*, 2019 U.S. Dist. Lexis 23233, at *28-29 (D.N.J. Sept. 27, 2019) (noting requested attorneys’ fees in the amount of 33 1/3% of the settlement amount was reasonable because “they are far less than the amount to which counsel are entitled under their retainer agreement, and the work performed to effectuate this settlement has been substantial.”). In addition, payments to class members and Plaintiff’s counsel are scheduled to occur at approximately the same time. This factor favors final approval.

6. Rule 23(e)(2)(C)(iv): Other agreements Under Rule 23(e)(3)

This factor requires settling parties to “file a statement identifying any agreement made in connection with the proposal.” Fed. R. Civ. P. 23(e)(3). The Parties first presented this Court with the Settlement Agreement with their preliminary approval motion. ECF No. 133; *see also* ECF No. 135 (granting “preliminary” approval). Here, the accompanying Settlement Agreement is the only agreement connected to this lawsuit. This requirement is satisfied.

7. Rule 23(e)(2)(D): Whether the settlement treats class members equitably relative to each other

This factor seeks to prevent the “inequitable treatment of some class members

vis-a-vis others.” *Wood v. AmeriHealth Caritas Servs., LLC*, No. 17-3697, 2020 U.S. Dist. LEXIS 60787, at *21 (E.D. Pa. Apr. 7, 2020) (citing Fed. R. Civ. P. 23 Advisory Committee Notes (Dec. 1, 2018)). Here, the individualized settlement payments provide each class member with their *pro rata* share of their payment based on shifts worked during the class period. See *Myers v. Jani-King of Philadelphia, Inc.*, No. 9-1738, 2019 U.S. Dist. LEXIS 144929, at *25 n. 5 (E.D. Pa. Aug. 26, 2019) (approving distribution formula based on total payments made by each member for franchise fees, finders fees, insurance payments, etc., made during the class period and finding “[t]his method assures that individuals who had a longer relationship with Jani-King, and thus made larger payments in fees, will ultimately receive greater compensation under the Settlement Agreement.”); *Caddick v. Tasty Baking Co.*, No. 19-cv-02106, 2021 U.S. Dist. LEXIS 70016, at *19 (E.D. Pa. Apr. 12, 2021) (“FLSA and state law class members will receive payments based on the same calculation. ‘The settlement share allocation is individually determined based on transactional data from each Settlement Class Member’s distributorship and the number of weeks each such distributor worked within the applicable period.’”); *Fujiwara v. Sushi Yasuda Ltd.*, 58 F. Supp. 3d 424, 434 (S.D.N.Y. 2014) (granting final approval of *pro rata* settlement distributions based on number of shifts); *Filby v. Windsor Mold USA, Inc.*, No. 13-CV-1582, 2015 U.S. Dist. LEXIS 30034, at *2 (N.D. Ohio Mar. 11, 2015) (same). Thus, this factor warrants approval.

8. Girsh Factor 1: Complexity, Expense, and Likely Duration of the Litigation

This factor weighs in favor of approval because, absent settlement, this court would be burdened by a complex, lengthy trial. *See* Section III.A.3 *supra*.⁴

9. Girsh Factor 2: Reaction of the Class to the Settlement

“The second *Girsh* factor ‘attempts to gauge whether members of the class support the settlement.’” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 536 (3d Cir. 2004) (quoting *Prudential*, 148 F.3d at 318). In determining the reaction of the class, “courts look to the number and vociferousness of the objectors.” *In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 812 (3d Cir. 1995).

This factor also favors settlement because no class members have objected to the settlement and only one person excluded themselves (0.006%). This positive reaction of the class demonstrates that the class is satisfied that settlement is fair, and thus his reaction strongly supports approval. *In re Cendant Corp., Deriv. Action Litig.*, 232 F. Supp. 2d 327, 333-34 (D.N.J. 2002) (“Given that no formal objection was filed to the settlement itself, there is little doubt that this factor weighs in favor

⁴ Courts note that the *Girsh* factors overlap with Rule 23(e)(2)(c) factors. *See O'Hern*, 2023 U.S. Dist. LEXIS 76789, at *16-17 (“The court's analysis under Rule 23(e)(2)(C) also addresses the first, fourth, fifth, eighth, and ninth *Girsh* factors”); *Utah Ret. Sys. v. Healthcare Servs. Grp., Inc.*, No. 19-1227, 2022 U.S. Dist. LEXIS 5841, at *19 (E.D. Pa. Jan. 12, 2022); *Tumpa v. IOC-PA, LLC*, Civil Action No. 3:18-cv-112, 2021 U.S. Dist. LEXIS 2806, at *23 (W.D. Pa. Jan. 7, 2021) (analyzing 23(e)(2)(C) and *Girsh* factors together).

of approval of the Settlement Agreement.”); *In re Par Pharm. Sec. Litig.*, No. 06-cv-3226, 2013 U.S. Dist. LEXIS 106150, 2013 WL 3930091, at *4 (D.N.J. July 29, 2013) (“[T]otal absence of objections argues in favor of the proposed settlement”); *Bradburn Parent Teacher Store, Inc. v. 3M*, 513 F. Supp. 2d 322, 331 (E.D. Pa. 2007) (same). Thus, this factor favors approval.

10. Girsh Factor 3: Stage of the Proceedings and Discovery Completed

This factor “captures the degree of case development that class counsel have accomplished prior to settlement” and “whether counsel had an adequate appreciation of the merits of the case before negotiating.” *In re Cendant Corp. Litig.*, 264 F.3d 201, 235 (3d Cir. 2001) (quoting *In re GMC*, 55 F.3d at 813). “To guarantee a proposed settlement is the result of informed negotiations, ‘there should be an inquiry into the type and amount of discovery the parties have undertaken.’” *In re Safety Components Int’l Sec. Litig.*, 166 F. Supp. 2d 72, 86 (D.N.J. 2001) (quoting *Prudential*, 148 F.3d at 319).

Here, settlement was reached after extensive fact and expert discovery, including (1) responding to written discovery requests, (2) producing and reviewing extensive time and pay data, as well as many other records, (3) inspections at each of Target’s three New Jersey distribution centers. (4) deposing Plaintiff and management witnesses from each of Target’s three New Jersey distribution centers, (5) producing and deposing a corporate representative under Rule 30(b)(6), and (6)

undertaking expert discovery, including the disclosure of expert reports and depositions of proposed time and motion and damages experts. There were multiple discovery disputes decided by Magistrate Judge King. *See, e.g.*, ECF Nos. 39, 44, 62, 115. After years of discovery and motion practice before this Court, “the parties certainly had a clear view of the strengths and weaknesses of their cases.” *Wallace v. Powell*, No. 3:09-cv-286, 2015 U.S. Dist. LEXIS 172326, at *70 (M.D. Pa. Dec. 21, 2015) (citing *McCoy v. Health Net, Inc.*, 569 F. Supp. 2d 448, 461 (D.N.J. 2008)). And, because of the mature procedural posture and factual record, the parties settled at a stage where they had an “adequate appreciation” of the merits. *Prudential*, 148 F.3d at 319; *see also Pro v. Hertz Equip. Rental Corp.*, Civil Action No. 06-3830 (DMC), 2013 U.S. Dist. LEXIS 86995, at *11 (D.N.J. June 20, 2013) (finding this factor weights in favor of approval because it was “extensively litigated through certification [granted] and multiple summary judgment motions, and numerous depositions of witnesses”); *Bredbenner v. Liberty Travel, Inc.*, Civil Action No. 09-905, 2011 U.S. Dist. LEXIS 38663, at *36 (D.N.J. Apr. 8, 2011) (“In general, post-discovery settlements are more likely to be fair and reflective of the true value of the claims in the case.” (citing *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1314 (3d Cir. 1993))). Accordingly, this factor weighs in favor of final approval of the settlement.

11. Girsh Factors 4 and 5: Risk of Establishing Liability and Proving Damages

These factors “examine what the potential rewards (or downside) of the

litigation had class counsel elected to litigate the claims rather than settle them.” *In re GMC*, 55 F.3d at 814. As already explained, the legal claims asserted in this action carried significant risk. *See* Section III.A.3. *supra* (discussing litigation risks). Accordingly, these factors weigh in favor of approval of the settlement. *See Atis v. Freedom Mortgage Corp.*, 2018 WL 5801544, at *4 (D.N.J. Nov. 6, 2018) (Kugler, J.) (analyzing these *Girsh* factors collectively and reasoning that “[a]ll litigation has risk, and the parties appear to have considered, before mediation, calculations about Defendant’s potential litigation exposure and assessed their respective views of the facts and applicable law.”).

12. *Girsh* Factor 6: Maintaining the Class Through Trial

“[R]isk remains a relevant consideration even after the Court has granted class certification, because ‘[a] district court retains the authority to decertify or modify a class at any time during the litigation if it proves to be unmanageable.’” *Rossini v. PNC Fin. Servs. Grp., Inc.*, 2020 U.S. Dist. LEXIS 113242, at *44 (W.D. Pa. June 26, 2020) (citing *In re Warfarin*, 391 F.3d at 537); *see also Hertz Equip. Rental Corp.*, 2013 U.S. Dist. LEXIS 86995, at *13 (“However, even where a class has already been certified, courts routinely approve settlement pursuant to the other *Girsh* factors in light of the ever-present risk that ‘intractable management problems’ may warrant decertification of the class.” (quoting *In re Safety Components*, 166 F. Supp. 2d at 91)).

Regardless, the Third Circuit has held that this factor only receives “minimal consideration” in the settlement context. *NFL Players*, 821 F.3d at 440. The Third Circuit held “[i]n a settlement class, this factor becomes essentially ‘toothless’ because ‘a district court need not inquire whether the case, if tried, would present intractable management problems[,] . . . for the proposal is that there be no trial.’” *Id.* at 440 (citing *Prudential*, 148 F.3d at 321) (cleaned up); see also *Devine v. Northeast Treatment Centers, Inc.*, 2021 U.S. Dist. LEXIS 197924, *8-9 (E.D. Pa. Oct. 14, 2021) (this factor is “not very significant”). Thus, this factor weighs in favor of settlement.

13. Girsh Factor 7: Ability of Defendant to Withstand a Greater Judgment

This factor considers “whether the defendants could withstand a judgment for an amount significantly great than the Settlement.” *Cendant*, 264 F.3d at 240. Even the “fact that [defendant] could afford to pay more does not mean that is obligated to pay any more than what the [] class members are entitled to under the theories of liability that existed at the time the settlement was reached.” *Warfarin Sodium*, 391 F.3d at 538.⁵ This factor is neutral, because Defendant’s ability to pay was not

⁵ See *In re Schering-Plough Corp. Sec. Litig.*, 2009 U.S. Dist. LEXIS 121173, at *11 (D.N.J. Dec. 31, 2009) (“[P]ushing for more in the face of risks and delay would not be in the interests of the class”); *In re Certaineed Corp. Roofing Shingle Prods. Liab. Litig.*, 269 F.R.D. 468, 489 (E.D. Pa. 2010) (“Thus, because ability to pay was not an issue in the settlement negotiations, this factor is neutral”).

contested by the Parties.⁶

14. *Girsh* Factors 8 and 9: The Range of Reasonableness of the Settlement Fund in Light of Best Possible Recovery and Risks of Litigation

These two factors “evaluate whether the settlement represents a good value for a weak case or a poor value for a strong case.” *Warfarin*, 391 F.3d at 538. “The factors test two sides of the same coin: reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial.” *Id.* (citing *Prudential*, 148 F.3d at 322). In other words, the question is whether in light of these risks, the settlement class is getting a “good value.”

Here, these factors favor approval. Plaintiff’s damages expert calculated Class Members’ aggregate unpaid back wages to be approximately \$4.3 million. The Global Settlement Fund exceeds that number, underscoring this settlement is fair, reasonable, and adequate. After deducting attorneys’ fees and costs, and the estimated costs of notice and administration, the estimated amount to be allocated *pro rata* to the Class is \$2,756,666.67. Using that figure, the average payment for

⁶ See, e.g., *Henderson v. Volvo Cars of N. Am., LLC*, 2013 U.S. Dist. LEXIS 46291, at *33 (“[T]o withhold approval of a settlement of this size because [the defendant] could withstand a greater judgment would make little sense where the [settlement] is within the range of reasonableness and provides substantial benefits to the Class.”) (collecting cases); *In re Johnson & Johnson Derivative Litig.*, 900 F. Supp. 2d 467, 484 (D.N.J. 2012) (“But even assuming there are sufficient funds to pay a greater judgment, the Third Circuit has found that a defendant’s ability to pay a larger settlement sum is not particularly damaging to the settlement agreement’s fairness as long as the other factors favor settlement.”).

the settlement will be approximately \$183 per Class member. The minimum payment is \$5.00. Plaintiff will receive approximately \$26.49, which places her 6,741 on the list of over 15,000 Class Members. That is, over 8,200 Class members will receive more than that amount. And over 300 class members will obtain \$1,000 or more in class relief. The maximum payment will be approximately \$1,797. Accordingly, this is a fair and reasonable value to the Class given the litigation risks and the *pro rata* distribution is fair since it is proportionally based on the amount of time worked at Target from its own records.

15. Prudential Factor 1: Maturity of Underlying Substantive Issue

This factor favors settlement here as the substantive issues in the action are sufficiently developed to enable Class Counsel to analyze the litigation risks.

16. Prudential Factor 2: Claims by Other Classes

Class Counsel is unaware of other class claims made under New Jersey law outside of this litigation.

17. Prudential Factor 3: Comparison Between the Results Achieved for Individual Class Members and Results Achieved (or Likely to be) for the Other Claimants

“Factors two and three look at the outcomes of claims by other classes and other claimants.” *In re Suboxone*, No. 2445, 2023 U.S. Dist. LEXIS 215754, at *26 (E.D. Pa. Dec. 4, 2023). This factor requires the court to compare the instant matter’s relief sought against other claimants’ relief in the prior litigation. *See Vista*

Healthplan, Inc. v. Cephalon, Inc., 2020 U.S. Dist. LEXIS 69614, at *68 (E.D. Pa. Apr. 20, 2020) (comparing the settlement to other class action settlements against the same defendants, noting that relief of full recovery of damages was identical, and thus “there do not appear to be any disparities in the success of the settlements obtained by the various claimants.”); *In re Suboxone*, 2023 U.S. Dist. LEXIS 215754, at *26 (same).⁷ This factor is most valuable when other claimants have litigated the same matter. Plaintiff is aware of one other matter involving Target, *i.e.*, *Davis v. Target Corp.*, Civ. No. 23-9 (E.D. Pa. 2023), in which similar claims were litigated on a class-wide basis under Pennsylvania law. *Davis* resolved for \$1,850,000. This factor favors final approval here.

18. Prudential Factor 4: Whether Class Members are Accorded the Right to opt out of the Settlement

This factor readily favors final approval, as the Class members were provided with an opportunity to exclude themselves from the settlement. Only one Class Member excluded himself from the settlement.

19. Prudential Factor 5: Whether any Provisions for Attorney’s Fees are Reasonable

This factor favors approval because the Class Counsel’s fees are reasonable,

⁷ *Brown v. Am. Home Prods. Corp. (In re Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig.)*, No. 99-20593, 2000 U.S. Dist. LEXIS 12275, at *192 (E.D. Pa. Aug. 28, 2000) (Judge Bechtel equated this factor to the eighth and ninth *Girsh* factors).

as set forth in the preliminary approval order. ECF No. 135 ¶ 5.

20. Prudential Factor 6: Whether the Procedure for Processing Individual Claims is Fair and Reasonable

This factor favors approvals when a class member's entitlement to relief entails an evaluation of individualized criteria, *see, e.g., Diet Drugs*, 2000 U.S. Dist. LEXIS 12275, at *193-94, and especially when the individual recovery is based on an objective *pro rata* share. *See Barenbaum v. Hayt, Hayt & Landau, LLC*, 2021 U.S. Dist. LEXIS 6854, at *15 (E.D. Pa. Jan. 13, 2021) (“the procedure for processing individual claims is fair and reasonable, as all class members will receive an equal *pro rata* share of the class recovery by mail.”); *Somogyi*, 495 F. Supp. 3d at 352 (“The method of apportioning the settlement sum to be paid to each class member is also reasonable and appropriate. The administrative benefits of a *pro rata* distribution outweighs the headaches, delay, inefficiencies, and difficulties”). Here, the same is true. Each Class member's *pro rata* settlement payment is defined based on objective payroll data from Target.

A settlement is also deemed favorable under this factor when class members need not submit a claim form, as here. *See Cunningham v. Wawa, Inc.*, No. 18-3355, 2021 U.S. Dist. LEXIS 81712, at *16 (E.D. Pa. Apr. 21, 2021).

21. Baby Products Factor: Degree of Direct Benefit Provided to the Class

In creating this factor, the Third Circuit sought to guard against situations in

which large portions of the settlement proceeds were *cy pres* recipients rather than class members. *See Baby Products*, 708 F.3d at 171-76. This is not such a case, as there is no *cy pres* provision in the Settlement Agreement.

B. The Requested Service Award Warrants Final Approval

As the Third Circuit has recognized, service awards are not uncommon in class action litigation because the “purpose of these payments is to compensate named plaintiffs for the services they provided and the risks they incurred during the course of class action litigation, and to reward the public service of contributing to the enforcement of mandatory laws.” *Sullivan*, 667 F. 3d at 333 n. 65.

The \$10,000 service award to Plaintiff is well within the range that has been previously approved by courts in the Third Circuit. *See, e.g., Schaub v. Chesapeake & Delaware Brewing Holdings*, 2016 U.S. Dist. LEXIS 157203, at *15 (E.D. Pa. Nov. 14, 2016) (\$9,000 service award in tip-pooling class action); *Ford v. Lehigh Valley Restaurant Group, Inc.*, 2016 U.S. Dist. LEXIS 31732, at *2-3 (M.D. Pa. Mar. 10, 2016) (\$10,000 service awards in tip-pooling class action). The named Plaintiff provided exceptional assistance to Class Counsel in developing the claims in this case and throughout the litigation, which was filed more than three years ago in November of 2022. Accordingly, the service award is reasonable and appropriate.

C. The Requested Attorneys’ Fee of \$1,533,333.33 Warrants Approval

The settlement contemplates \$1,533,333.33 in attorney’s fees, plus expenses. *See* Agreement, ECF No. 133-3 at ¶ 26. This fee request – preliminary approved by this Court on August 23, 2023 (ECF No. 135 at ¶5) – was expressly included in the Class Notice and disseminated to all Class Members. *See* Notice, ECF No. 136-1 at 1. No Class Member objected to this provision of Notice or any part of the settlement.

1. The “Percentage of the Fund” Method Favors Approval

The “percentage of the fund” method of reviewing class action fee requests “is generally favored . . . because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure.” *In re Rite Aid Corp. Securities Litig.*, 396 F.3d 294, 300 (3d Cir. 2005); *accord In re AT&T Corp. Securities Litig.*, 455 F.3d 160, 164 (3d Cir. 2006); *Prudential*, 148 F.3d at 333; *General Motors*, 55 F.3d at 821; *see also Mabry v. Hildebrandt*, 2015 U.S. Dist. LEXIS 112137, at *9 (E.D. Pa. Aug. 24, 2015) (“percentage of recovery is the prevailing method used by courts in the Third Circuit for wage and hour cases”).

Here, a “percentage of the fund” analysis favors approval because the \$1,533,333.33 fee equals one-third of the settlement fund, which has been readily approved in similar cases by this Court. *See Maddy*, 2017 WL 2780741, at *6-8 (approving attorneys’ fees in amount of one-third of settlement plus expenses in

collective and class action lawsuit under FLSA and state's laws); *Kress*, 2021 U.S. Dist. LEXIS 259351, at *34 (“Counsel’s request for one-third of the settlement fund falls within the range of reasonable allocations in the context of awards granted in other, similar cases”) (collecting cases); *see also Caddick v. Tasty Baking Co.*, No. 2:19-cv-02106-JDW, 2021 U.S. Dist. LEXIS 206991, at *15 (E.D. Pa. Oct. 27, 2021) (The proposed attorneys’ fees are \$1,050,000.00 out of \$3,150,000.00, approximately 33%. That percentage is within the range of reasonable fees approved by courts in this Circuit.”); *Brown v. Progressions Behavioral Health Servs., Inc.*, No. CV 16-6054, 2017 WL 2986300, at *5-7 (E.D. Pa. July 13, 2017) (same).

2. The *Gunter/Prudential* Factors Favor Approval

In evaluating the reasonableness of Class Counsel’s request for a fee equaling one-third of the settlement fund, the Court may consider seven factors described by the Third Circuit in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190 (3d Cir. 2000), and the three additional factors described by the Third Circuit in *Prudential*, *supra*. *See AT&T*, 455 F.3d at 165-66. These factors favor approval of the requested fee,

i *Gunter* Factor 1: The Size of the Fund Created and Persons Benefitted

This factor favors final approval because the settlement enables the Class members to share in \$3,066,666.67, excluding expenses, the cost of notice, and the \$10,000 service award. Over 15,000 class members will benefit from the settlement. If the Court approves the requested service award, and attorneys’ fees, and expenses,

and the anticipated cost of notice and administration, the Net Settlement Fund distributed to Class will total approximately \$2,756,666.67.

ii Gunter Factor 2: The Absence of Substantial Objections

This factor favors approval because no Class member has objected to the requested fee disclosed in the Notice. *See* ECF No. 76-4 ¶ 8.

iii Gunter Factor 3: The Skill and Efficiency of the Attorneys

This factor favors approval because Class Counsel are well-recognized class action litigators. *See Hall v. Adelpia, et al.*, No. 21-cv-01106 (D.N.J. Jan. 4, 2024) (O’Hearn, J.) (Order Granting Final Approval of Class Settlement and Approving 33 1/3% Fee to McOmber McOmber & Luber, P.C.); *Caddick*, 2021 U.S. Dist. LEXIS 206991, at *25 (recognizing Class Counsel, including Charles J. Kocher, Esq. of McOmber McOmber & Luber, P.C., as “qualified and experience advocates in class litigation, including employment litigation, and demonstrated their skills to the Court’s satisfaction”); *see also Tomasello v. ICF Tech., Inc.*, No. 23-3759 (D.N.J. Apr. 23, 2025) (granting class certification for alleged employee misclassification and appointing firm as class counsel); *Mondello v. ICF Tech., Inc.*, No. 8:24-cv-1037-SPF (M.D. Fla. Sept. 24, 2025) (granting class certification for alleged employee misclassification and appointing firm as class counsel).

Class Counsel has efficiently brought this matter to a favorable resolution.

iv Gunter Factor 4: The Complexity and Duration of the Litigation

This factor is identical to the first *Girsh* factor and is readily satisfied.

v Gunter Factor 5: The Risk of Nonpayment

This factor favors approval because Class Counsel works on a pure contingency fee basis, which makes non-payment a very real risk. As discussed above, there are numerous risks in the context of this litigation. Indeed, Plaintiffs' counsel have been working on this litigation since prior to the filing of the Action on November 30, 2022, more than three years ago.

vi Gunter Factor 6: The Amount of Time Devoted to Case

Class Counsel have invested over 733.5 hours in time in this matter through the filing of the Motion for Final Approval. Kocher Decl. at ¶ 3. This does not include time to prepare for and attend the Final Approval Hearing and to work to administer the settlement and to respond to inquiries from Class members. Such a substantial time investment, which is ongoing, favors approval.

vii Gunter Factor 7: The Awards in Similar Cases

This factor favors approval because the request fee (one-third of the settlement fund) is aligned with similar awards in the Third Circuit. *See Ripley v. Sunoco, Inc.*, 287 F.R.D. 300 (E.D. Pa. 2012) (in wage/overtime class action, “fees of 33% of the settlement fund fall within the range recognized in the Third Circuit as reasonable”); *Urffer v. GCWen Mgmt. Corp.*, No. 2:24-cv-00525-JP, 2025 U.S. Dist. LEXIS

99235, at *3 (E.D. Pa. May 19, 2025) (“This Court ‘regularly approves attorney’s fees that equal one-third of the settlement fund”); *Garcia v. Missing Sock Laundry Serv. LLC*, Civil Action No. 24-8045 (LDW), 2025 U.S. Dist. LEXIS 119379, at *9 (D.N.J. June 24, 2025) (“The fees requested represent exactly one-third of the total settlement amount, which has been held to be fair and reasonable in this District”); the time devoted to the case (94.6 hours at a blended hourly rate of \$126.34); *Carpenter v. Allpoints Courier Serv.*, No. 17-2043 (JBS-AMD), 2018 U.S. Dist. LEXIS 155000, at *2-3 (D.N.J. Sep. 10, 2018) (Simandle, J.) (noting with approval one-third attorney’s fees in wage and hour cases).

viii Prudential Factor 1: Value of Benefits Attributable to Class Counsel

This factor favors approval because no other groups or governmental agencies have brought parallel actions or investigations.

ix Prudential Factor 2: Percentage of Fee had the Case Been Subject to a Private Contingent Fee Agreement

This factor favors approval given that contingency fees in this region generally range between 30% and 40%. *See Craig*, 2013 U.S. LEXIS 2658, at *47. Therefore, this factor warrants approval of the one-third fee recovery sought here.

x Prudential Factor 3: Innovative Terms of Settlement

This factor is neutral as there are no innovative terms of the settlement.

3. The Lodestar Crosscheck Favors Approval

While not required, judges awarding fees under the percentage of recovery method may perform a “lodestar crosscheck” to ensure that class counsel are not receiving too great of a windfall for their representation of the class. *See Rite Aid.*, 396 F.3d at 305-07. However, the “cross-check calculation need entail neither mathematical precision nor bean-counting.” *Id.* at 306. Moreover, lodestar multiples ranging from “one to four are frequently awarded in common fund cases when the lodestar method is applied.” *Prudential*, 148 F.3d at 341; *Maddy*, 2017 WL 2780741, at *6 n.6 (2.09 multiplier reasonable); *Taveras v. S-L Distribution Co., Inc.*, 2016 U.S. Dist. LEXIS 57689, at *52-55 (M.D. Pa. May 2, 2016) (2.29 multiplier); *Rouse v. Comcast Corp.*, 2015 U.S. Dist. LEXIS 49347, at *34-35 (E.D. Pa. Apr. 15, 2015) (2.09 multiplier in wage/overtime class action).

Here, the requested \$1,533,333.33 fee results in a lodestar multiplier of approximately 3.5 (Requested Fee (\$1,533,333.33) divided by Collective Lodestar (\$435,850)). *See Maddy*, 2017 WL 2780741, at *6 n.6 (citation omitted) (“The multiplier is determined by dividing the requested fee award, determined from the percentage-of-recover method, by the lodestar.”). This time does not account for time spent in connection with the Final Approval hearing or post-approval work that may be significant given the size of the Class. This demonstrates the reasonableness of the fee request.

Since this case was filed on November 30, 2022, Class Counsel did the following substantive work to bring real relief to the Class: investigated the facts and legal claims; met with the Class Representative Plaintiff to investigate facts; propounded and responded to discovery; drafted the Complaint and pleadings; took four depositions of Target employees; defended depositions of Class Representative Plaintiff and two of Plaintiff's experts; conducted inspections of all three distribution centers; successfully filed a motion to certify the litigated Class on June 21, 2024 (ECF No. 56); opposed a Motion to Reconsider the Court's order granting Class Certification; opposed a Rule 23(f) petition before the U.S. Court of Appeals for the Third Circuit; opposed a motion to stay proceedings; prepared and responded to motions for summary judgment; attended a settlement conference with Magistrate Judge King; drafted Memorandum of Understanding and Settlement Agreement; prepared approval papers; supervised dissemination of Class Notice; and communicated with Class members regarding the settlement. Kocher Decl. ¶ 3.

The lodestar amount (\$435,850) reflected in **Exhibit 1** is for work performed by attorneys and professional staff of my firm for the benefit of the Class through February 10, 2026. The hourly rates for the attorneys and professional staff in reflected in **Exhibit 1**. The blended rate for attorneys for my firm is \$597.44 and the blended rate for all timekeepers is \$594.20. All rates, and by extension the blended rate, is *less* than blended rates approved by this Court in 2024 by comparable

employment firms in New Jersey. *Payton-Fernandez v. Burlington Stores*, 2024 U.S. Dist. LEXIS 231619, at *33 (D.N.J. Dec. 23, 2024) (approving blended rate of \$824/hour and approving partner rates of \$950/hour); *see also Fernandez v. Douyu Int'l Holdings Ltd.*, Civil Action No. 2:23-cv-03161, 2025 U.S. Dist. LEXIS 257416, at *21 (D.N.J. Dec. 12, 2025) (approving partner rates at \$1,050-\$1,400/hour; associate attorney rates at \$550-\$650/hour; and paralegal rates at \$275-\$400/hr, finding “these rates are reasonable and commensurate with attorneys of similar experience in this geographic region.”).

Class counsel have expended a total of 99,588.55 in unreimbursed costs and expenses in connection with the prosecution of the Action from inception of the case through and including February 10, 2026. Kocher Decl. ¶ 4. These costs are set forth in the Schedule attached as **Exhibit 2**. *Id.* They were incurred on behalf of Plaintiffs and have not been reimbursed. Epiq has provided a cost estimate of approximately \$150,000 to fully distribute and administer the settlement. *Id.*

IV. CONCLUSION

For the above reasons, Plaintiff respectfully requests the Court grant this Unopposed Motion to give final approval to the settlement, attorneys’ fees and expenses, and the service award, as set forth in the accompanying proposed Order.

Respectfully submitted,

Dated: February 10, 2026

By: /s/ *Charles J. Kocher*

Charles J. Kocher, Esq. (NJ ID 016952004)

Tyler J. Burrell, Esq. (NJ ID 377942021)

Gaetano J. DiPersia, Esq. (NJ ID 442152023)

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Class Counsel

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KRYSTAL SADLER, on behalf of
herself, individually and on behalf of all
similarly situated individuals,

Plaintiffs,

v.

TARGET CORPORATION,

Defendants.

Civ. No. 1:23-cv-00030-CPO-SAK

**DECLARATION OF CHARLES J. KOCHER
IN SUPPORT OF UNOPPOSED MOTION FOR FINAL SETTLEMENT
APPROVAL, ATTORNEYS' FEES AND EXPENSES, SERVICE AWARD**

I, Charles J. Kocher, declare as follows:

1. I am a Partner with McOmber McOmber & Luber, P.C. I submit this declaration in support of Plaintiffs' Unopposed Motion for Final Settlement Approval, Attorneys' Fees and Expenses, Service Award.

2. My firm served as Plaintiffs' counsel in the Action and has been appointed Class Counsel by the Court.

3. The schedule attached as **Exhibit 1** hereto sets forth my firm's total hours and lodestar, computed at current rates, for the period from inception of the case through February 10, 2026. The total number of hours spent by my firm during this period was 733.5, with a corresponding lodestar at current rates of \$435,850.

This schedule was prepared from contemporaneous, daily time records prepared and maintained by my firm. In connection with representing the Plaintiff and the Class in the Action my firm did the following: investigated the facts and legal claims; met with the Class Representative Plaintiff to investigate facts; propounded and responded to discovery; drafted the Complaint and pleadings; successfully filed a motion for class certification; and filed a motion for summary judgment; mediated the Action before Magistrate Judge King; negotiated the settlement and drafted a term sheet and Settlement Agreement; prepared preliminary and final approval papers; supervised dissemination of Class Notice; and communicated with Class members regarding the settlement. The lodestar amount reflected in **Exhibit 1** is for work performed by attorneys and professional staff at my firm for the benefit of the Class. The hourly rates for the attorneys and professional staff in my firm reflected in **Exhibit 1** are the usual and customary hourly rates historically charged by my firm in similar complex litigation matters.

4. My firm has expended a total of \$99,588.55 in unreimbursed costs and expenses in connection with the prosecution of the Action from inception of the case through and including February 10, 2026. These costs are set forth in the report attached as **Exhibit 2** and are reflected on the books and records of my firm. They were incurred on behalf of Plaintiff and the Class by my firm and have not been reimbursed.

5. Epiq anticipates a total of approximately \$150,000 to fully distribute and administer the settlement.

6. In accordance with the Settlement Agreement and the Court's preliminary approval order, I oversaw the dissemination of the Class Notices to members of the Class by U.S. mail and e-mail.

7. On December 15, 2025, the Class Notices were timely sent via first class mail to the last known address (provided by Defendant) for each of the 15,913 Class members. **Exhibit 3** (Declaration of Andrew Clements Regarding Implementation of Notice and Settlement Administration) ¶ 14.

8. CAFA notice was disseminated to 57 federal and state officials on October 31, 2025. **Exhibit 3** ¶ 5 (citing Exhibit A attached to Exhibit 3, Declaration of Kyle S. Bingham On Implementation of CAFA Notice.

9. After follow up efforts to skip trace to re-send notice to any undeliverable Class members, approximately 615 remain undeliverable (96.14%). **Exhibit 3** ¶ 14. My firm maintains updated contact information for the Class.

10. The postmark deadline to submit requests for exclusion or objections to the settlement is February 13, 2026. As of today, February 10, 2026, none of the Class members have submitted objections to the settlement, and only one member excluded themselves from the settlement. **Exhibit 3** ¶ 20.

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


CHARLES J. KOCHER

Dated: February 10, 2026

Exhibit 1

Summary	Position	Hours	Rate	Amount
Charles J. Kocher, Esq.	Partner	260.10	\$800.00	\$208,080
Matthew A. Luber, Esq.	Partner	1	\$800.00	\$800
Tyler J. Burrell, Esq.	Associate	114.2	\$475.00	\$54,245
Gaetano J. DiPersia, Esq.	Associate	317.70	\$475.00	\$150,907.50
Samantha R. Femicola	Paralegal	3.9	\$250.00	\$1,240.00
Daniel Shanks	Paralegal	0.6	\$250.00	\$860.00
Anisa Abdullahi	Paralegal	2	\$250.00	\$6,400.00
Law Clerk	Law Clerk	34.0	\$200.00	\$13,317.50
			TOTAL	\$435,850.00

Exhibit 2

Sadler (14129) Matter - Cost Report

As of 2026-02-10 10:24:06 Eastern Standard Time/EST • Generated by Tyler Burrell • Sorted by Date (Ascending)

Date	Cost Name	Description	Vendor: Party Name	Billed Amount
	United Parcel Service - United Parcel Service	United Parcel Service - United Parcel Service		\$4.25
	Staples	Staples		\$34.18
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.30
11/16/2022	Record Search Fee	Record Search Fee		\$0.90
11/16/2022	Record Search Fee	Record Search Fee		\$0.20
11/16/2022	Record Search Fee	Record Search Fee		\$0.60
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/16/2022	Record Search Fee	Record Search Fee		\$0.10
11/30/2022	Treasurer, State of NJ - Complaint Filing Fee	Treasurer, State of NJ - Complaint Filing Fee		\$250.00
12/1/2022	Business Record Service	Business Record Service		\$6.25
12/7/2022	DGR-Process Server/Courier	DGR-Process Server/Courier		\$75.00
12/21/2022	Record Search Fee	Record Search Fee		\$0.10
10/6/2023	Robert C Radwin, PhD., LLC	Robert C Radwin, PhD., LLC		\$3,920.00
2/1/2024	Expert Report Fee	Expert Report Fee		\$2,375.00
2/2/2024	Robert G. Radwin, PhD, LLC	Robert G. Radwin, PhD, LLC		\$11,810.00
2/2/2024	United Parcel Service	United Parcel Service		\$24.31
2/14/2024	Robert G. Radwin, PhD, LLC	Robert G. Radwin, PhD, LLC		\$13,628.86
3/7/2024	Robert G. Radwin, PhD, LLC	Robert G. Radwin, PhD, LLC		\$7,500.00
4/5/2024	Magna Legal Services, LLC	Magna Legal Services, LLC		\$793.50
4/8/2024	Expert Report Fee	Expert Report Fee		\$4,037.50
4/30/2024	Magna Legal Services, LLC	Magna Legal Services, LLC		\$1,012.90
6/6/2024	Magna Legal Services, LLC	Magna Legal Services, LLC		\$578.60
6/13/2024	Robert G. Radwin, PhD, LLC	Robert G. Radwin, PhD, LLC		\$1,054.24
6/17/2024	Magna Legal Services, LLC	Magna Legal Services, LLC		\$1,654.35
7/1/2024	Quantitative Research Associates	Statistical Services	Quantitative Research Associates	\$2,612.50
7/6/2024	United Parcel Service	Courier	American Express	\$21.90
8/1/2024	United Parcel Service, Inc.	Courier Expense	United Parcel Service, Inc.	\$12.14
10/1/2024	Quantitative Research Associates	Quantitative Research Associates	Quantitative Research Associates	\$8,193.75
10/1/2024	Diana Doman Transcribing, LLC	Diana Doman Transcribing, LLC-Transcription Request Fee	Diana Doman Transcribing, LLC	\$107.00
12/2/2024	Robert G. Radwin, PhD, LLC	Robert G. Radwin, PhD, LLC - Deposition Testimony	Robert G. Radwin, PhD, LLC	\$3,750.00
12/27/2024	U.S. Legal Support, Inc.	U.S. Legal Support, Inc.	U.S. Legal Support, Inc.	\$648.75
1/1/2025	Quantitative Research Analytics	Quantitative Research Analytics	Quantitative Research Analytics	\$2,315.63
1/1/2025	U.S. Legal Support, Inc.	U.S. Legal Support, Inc.	U.S. Legal Support, Inc.	\$1,115.55

Date	Cost Name	Description	Vendor: Party Name	Billed Amount
1/7/2025	U.S. Legal Support, Inc.	U.S. Legal Support, Inc.	U.S. Legal Support, Inc.	\$807.00
3/4/2025	United Parcel Service, Inc.	United Parcel Service, Inc.	United Parcel Service, Inc.	\$14.44
3/4/2025	United Parcel Service, Inc.	United Parcel Service, Inc.	United Parcel Service, Inc.	\$14.44
4/1/2025	Settlement Services, Inc.	Settlement Services, Inc.	Settlement Services, Inc.	\$21,186.97
4/1/2025	United Parcel Service, Inc.	United Parcel Service, Inc.	United Parcel Service, Inc.	\$14.44
4/9/2025	Copy Charges	Copy Charges		\$162.50
4/10/2025	United Parcel Service, Inc.	United Parcel Service, Inc.	United Parcel Service, Inc.	\$14.44
4/10/2025	United Parcel Service, Inc.	United Parcel Service, Inc.	United Parcel Service, Inc.	\$20.15
4/10/2025	American Express	Staples -	American Express	\$15.98
6/1/2025	Quantitative Research Analytics	Quantitative Research Analytics	Quantitative Research Analytics	\$2,612.50
6/2/2025	Settlement Services, Inc.	Settlement Services, Inc.	Settlement Services, Inc.	\$2,389.31
6/26/2025	American Express	Metropolis Technologies-Parking Fee	American Express	\$15.99
9/1/2025	Epiq Class Action & Claims Solutions Inc.	Epiq Class Action & Claims Solutions Inc.	Epiq Class Action & Claims Solutions Inc.	\$963.61
11/1/2025	United Parcel Service, Inc.	United Parcel Service, Inc.	United Parcel Service, Inc.	\$17.12
1/26/2026	Quantitative Research Analytics	Quantitative Research Analytics	Quantitative Research Analytics	\$712.50
2/1/2026	Quantitative Research Analytics	Quantitative Research Analytics	Quantitative Research Analytics	\$3,087.50
Total	Sum			\$99,588.55
	Count	61		

Exhibit 3

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KRYSTAL SADLER, on behalf of herself,
individually and on behalf of all similarly
situated individuals,

Plaintiffs,

v.

TARGET CORPORATION,

Defendants.

Civ. No. 1:23-cv-00030-CPO-SAK

DECLARATION OF ANDREW CLEMENTS
REGARDING IMPLEMENTATION OF
NOTICE AND SETTLEMENT
ADMINISTRATION

**DECLARATION OF ANDREW CLEMENTS REGARDING
IMPLEMENTATION OF NOTICE AND SETTLEMENT ADMINISTRATION**

I, ANDREW CLEMENTS, hereby declare and state as follows

1. I am a Project Manager in Client Services employed by Epiq Class Action & Claims Solutions, Inc. (“Epiq”). I have 8 years of experience handling all aspects of settlement administrations. The statements of fact in this declaration are based on my personal knowledge and information provided to me by my colleagues in the ordinary course of business, and if called on to do so, I could and would testify competently thereto.

2. Epiq was appointed as the Settlement Administrator pursuant to the Court’s Preliminary Approval Order (the “Order”) dated October 30, 2025, and in accordance with the Settlement Agreement dated October 9, 2025 (the “Agreement”).¹ I submit this Declaration in order to advise the Parties and the Court regarding the implementation of the Court-approved class notice program, and to report on Epiq’s handling to date of the Settlement administration, in accordance with the Order and the Agreement.

¹ All capitalized terms not otherwise defined in this document shall have the same meanings ascribed to them in the Agreement.

3. Epiq was established in 1968 as a client services and data processing company. Epiq has administered bankruptcies since 1985 and settlements since 1993. Epiq has routinely developed and executed notice programs and administrations in a wide variety of mass action contexts including settlements of consumer, antitrust, products liability, and labor and employment class actions, settlements of mass tort litigation, Securities and Exchange Commission enforcement actions, Federal Trade Commission disgorgement actions, insurance disputes, bankruptcies, and other major litigation. Epiq has administered more than 4,500 settlements, including some of the largest and most complex cases ever settled. Epiq's class action case administration services include administering notice requirements, designing direct-mail notices, implementing notice fulfillment services, coordinating with the United States Postal Service ("USPS"), developing and maintaining notice websites and dedicated telephone numbers with recorded information and/or live operators, processing exclusion requests, objections, claim forms and correspondence, maintaining class member databases, adjudicating claims, managing settlement funds, and calculating claim payments and distributions. As an experienced neutral third-party administrator working with settling parties, courts, and mass action participants, Epiq has handled hundreds of millions of notices, disseminated hundreds of millions of emails, handled millions of phone calls, processed tens of millions of claims, and distributed hundreds of billions in payments.

OVERVIEW OF ADMINISTRATION

4. Pursuant to the Agreement and Order Epiq was appointed to provide, and did provide, the following administrative services for the benefit of Settlement Class Members, as they are defined in the Agreement:

- Send CAFA Notice to the appropriate Federal and State government officials;
- As appropriate, mail a Settlement Notice to Class Members;
- Establish and maintain an official Settlement Website containing information about the Settlement;
- Establish and maintain an official toll-free number that Settlement Class Members may contact for additional information about the Settlement;
- Review and process Opt-out requests sent to or received by Epiq; and
- Review and track objections sent to or received by Epiq.

CLASS ACTION FAIRNESS ACT NOTICE

5. As described in the attached November 1, 2025 *Declaration of Kyle S. Bingham On Implementation of CAFA Notice* (“CAFA Declaration”), on October 31, 2025, Epiq sent a CAFA notice packet (or “CAFA Notice”) to 57 federal and state officials as required by the Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715. The CAFA Notice was mailed by USPS Priority Mail to 53 officials, which included the Attorney General of the United States and the Attorneys General of 47 states, the District of Columbia, and the United States’ Territories. As per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Nevada, New York, and Connecticut Attorneys General electronically via email. Epiq also sent the CAFA Notice to the Attorney General of the United States by United Parcel Service. The CAFA Declaration is included as **Exhibit A**.

DATA TRANSFER

6. On November 12, 2025 Class Counsel provided Epiq with 1 electronic file containing estimated pro rata shares for 15,012 Class Members (“Allocation Data”). On December 3, 2025 Counsel for Defendant provided Epiq with 1 electronic file containing 16,358 potential Class Member records. The file contained 16,358 of names, addresses, and social security numbers for potential Class Members (“Address Data”).

7. Epiq loaded the information provided by Counsel into a database created for the purpose of administration of the proposed Settlement. Epiq assigned unique identifiers to all the records it received in order to maintain the ability to track them throughout the Settlement administration process. Epiq combined the Allocation Data with the Address Data using employee IDs and removed exact duplicate records, which resulted in 15,920 Class Member records (the “Class List”).

DISSEMINATION OF THE INDIVIDUAL CLASS NOTICE BY POSTAL MAIL

8. Pursuant to Paragraph 38 of the Agreement and Paragraph 6 of the Order, Epiq was responsible for sending the Settlement Notice to all potential Class Members via U.S. First Class Mail. Attached hereto as **Exhibit B** is the Settlement Notice that Epiq disseminated by mail (“Notice”).

9. Prior to mailing the Notice to the Class List, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the United States

Postal Service (“USPS”).² In addition, the addresses were processed via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. To the extent that any Class Member had filed a USPS change of address request, and the address was certified and verified, the current address listed in the NCOA database was used in connection with the Notice mailing. This address updating process is standard for the industry and for the majority of promotional mailings that occur today. A total of 1,584 records in the Class List sent through the USPS NCOA, CASS, and DPV process were updated with new addresses.

10. Prior to commencing any mailings for this matter, Epiq established a post office box to mail notice from and to allow Class Members to contact the Settlement Administrator or submit documents by mail. Epiq has and will continue to maintain the P.O. Box throughout the administration process.

11. On December 15, 2025, Epiq mailed 15,913 Notices via First Class USPS Mail to potential Class Members on the Class List with a valid mailing address. In addition, a Settlement Notice has been mailed via First Class U.S. Mail to all persons who submitted a request for one. As of February 6, 2026, 7 Settlement Notices have been mailed as a result of such requests.

12. The return address on the Notices is the post office box maintained by Epiq. As of February 6, 2026, 169 Notices have been returned by the USPS with forwarding information and promptly re-mailed to the forwarding address.

13. As of February 6, 2026, a total of 1,848 Notices have been returned to Epiq without forwarding address information. As a result of skip trace searches performed by Epiq using a

² The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

third-party lookup service, a total of 1,232 addresses were updated and 1,232 Notices were re-mailed to the updated addresses.

14. As of February 6, 2025, Epiq has mailed Notice to 15913 Class Members, with Notice to 615 unique Class Members currently known to be undeliverable, which is a 96.14% deliverable rate to 99.96% of the Class.

SETTLEMENT WEBSITE

15. On December 15, 2025, Epiq launched a website, www.njdistributioncentersettlement.com, that potential Class Members could visit to obtain additional information about the proposed Settlement, as well as important documents, including the Settlement Notice, Amended Complaint, Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, and any other relevant information that the parties agree to provide or that the Court may require (“Website”). The Website contains a summary of options available to Class Members, deadlines to act, and provides answers to frequently asked questions. References to the Website were prominently displayed in the Class Notice.

16. As of February 6, 2026, the Website has been visited by 2,556 unique visitors and 3,844 website pages have been viewed.

TOLL-FREE INFORMATION LINE

17. On December 15, 2025, Epiq established and is maintaining a toll-free interactive Voice Response Unit (“VRU”), telephone number, to provide information and accommodate

inquiries from Class Members. Callers hear an introductory message and then are provided with scripted information about the Settlement in the form of recorded answers to frequently asked questions. Callers also have the options of requesting a Settlement Notice by mail, leaving a voicemail for a call center representative to call them back, or speaking to a live operator during normal business hours. The automated telephone system is available 24 hours per day, 7 days per week.

18. As of February 6, 2026, the toll-free number has received 98 calls representing 603 total minutes, and call center representatives have handled 50 inbound calls representing 399 minutes of use and 18 outbound calls representing 45 minutes of use.

REQUESTS FOR EXCLUSION

19. Pursuant to Paragraph 9 of the Order, Class Members who wished to be excluded from the Settlement were required to submit a written Requests for Exclusion to Epiq postmarked on or before February 13, 2026. As of February 6, 2026, Epiq has received 1 timely and potentially valid opt out request and no late postmarked opt out requests. A report listing the 1 timely request received to date is attached hereto as **Exhibit C**.

OBJECTIONS RECEIVED

20. Pursuant to Paragraph 9 of the Order, Class Members who wished to object to the Settlement were required to submit written objections to Epiq, such that they were postmarked on

or before the objection deadline of February 13, 2026. As of February 6, 2026, Epiq is aware of or has received no timely written objections to the Settlement and no untimely written objections.

I declare under penalty of perjury under the laws of the United States and the State of Arizona that the foregoing is true and correct and that this declaration was executed on February 6, 2026, in Tucson, Arizona.

Andrew Clements

Andrew Clements
Project Manager

Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KRYSTAL SADLER, on behalf of
herself, individually and on behalf of all
similarly situated individuals,

Plaintiffs,

v.

TARGET CORPORATION,

Defendant.

Case No. 1:23-cv-00030-CPO-SAK

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 500 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendant Target Corporation, 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").¹

7. On October 31, 2025, Epiq sent 57 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 53 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Nevada, New York, and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

- Class Action Complaint (filed January 4, 2023); and
 - Amended Class Action Complaint (filed August 30, 2023).
- b. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
- Proposed Notice of Settlement (*Exhibit 2 to the Kocher Declaration*).
- c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:
- Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Memorandum of Law in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Declaration of Charles J. Kocher, Esq.
 - Agreement and Release (*Exhibit 1 to the Kocher Declaration*);
 - Brochure for Proposed Settlement Administrator, Epiq (*Exhibit 3 to the Kocher Declaration*);
 - [Proposed] Order Granting Preliminary Approval of the Class Action Settlement; and
 - Preliminary Approval Order
- d. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** A geographic analysis of potential Class Members was included on the CD.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 1, 2025.



KYLE S. BINGHAM

Attachment 1

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Stephen J. Cox	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	James Uthmeier	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212	525 W. Ottawa St.	Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Catherine Hanaway	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Jeff Jackson	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Dan Rayfield	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Dave Sunday	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Derek Brown	Utah State Capitol Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Nick Brown	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	JB McCuskey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Keith Kautz	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Gwen Tauiliili-Langkilde	GHC Reid Building, Pago Plaza, 2d flr, Room 220	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Lourdes L. Gomez Torres	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade	GERS BLDG 2nd Floor	St Thomas	VI	00802

CAFA Notice Service List

Page ID: 3692

Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.	NY

CAFA Notice Service List

UPS

Appropriate Official	FullName	Address1	Address2	City	State
US Department of Justice	Pamela Bondi	950 Pennsylvania Ave NW		Washington	DC

Attachment 2

CAFA NOTICE ADMINISTRATOR

10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

October 31, 2025

VIA UPS OR USPS PRIORITY MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Defendant Target Corporation relating to the proposed settlement of a class action lawsuit.

- **Case:** *Krystal Sadler, et al. v. Target Corporation*, Case No. 1:23-CV-00030-CPO-SAK.
- **Court:** United States District Court for the District of New Jersey.
- **Defendant:** Target Corporation.
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:
 1. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
 - Class Action Complaint (filed January 4, 2023); and
 - Amended Class Action Complaint (filed August 30, 2023).
 2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has scheduled a Final Approval Hearing at 10:00 a.m. on February 24, 2026. No other judicial hearings concerning the settlement agreement have been scheduled at this time.
 3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
 - Proposed Notice of Settlement (*Exhibit 2 to the Kocher Declaration*).
 4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:
 - Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Memorandum of Law in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Declaration of Charles J. Kocher, Esq.;
 - Agreement and Release (*Exhibit 1 to the Kocher Declaration*);
 - Brochure for Proposed Settlement Administrator, Epiq (*Exhibit 3 to the Kocher Declaration*);

CAFA NOTICE ADMINISTRATOR

10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

- [Proposed] Order Granting Preliminary Approval of the Class Action Settlement; and
 - Preliminary Approval Order.
5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** There are no other Settlements or Agreements between the parties.
 6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.
 7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** The Settlement Class means: (a) Plaintiff and (b) all Progression Team Members who have been employed as hourly, non-exempt workers at any of Target’s New Jersey distribution centers at any time from August 6, 2019 through the date of the Final Approval Order.

A geographic analysis of potential Class Members is included on the enclosed CD.

8. **Per 28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

Exhibit B

NOTICE OF SETTLEMENT

Sadler v. Target Corporation
Civ. No. 1:23-cv-00030-CPO-SAK
United States District Court, District of New Jersey

**YOU ARE COVERED BY THE SETTLEMENT OF THIS CLASS/COLLECTIVE ACTION
LAWSUIT.**

**THE UNITED STATES DISTRICT COURT HAS AUTHORIZED THIS SETTLEMENT NOTICE,
WHICH SUMMARIZES THE TERMS OF THE SETTLEMENT AND EXPLAINS YOUR RIGHTS
UNDER THE SETTLEMENT.**

PLEASE CAREFULLY READ THIS DOCUMENT.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff alleges Progression Team Members who have been employed by Target at its New Jersey distribution centers at any time since August 6, 2019, were not paid for all time worked, including pre- and post-shift time spent walking at the distribution centers. Target denies all of Plaintiff's material allegations. After good-faith negotiations, in which both sides recognized the substantial risk of an uncertain outcome and delay, the Parties agreed to settle the Action.

WHO REPRESENTS THE SETTLEMENT CLASS?

Plaintiff and other Settlement Class Members who do not exclude themselves from the Settlement are represented by Class Counsel Charles J. Kocher, Tyler J. Burrell, and Gaetano J. DiPersia of McOmber McOmber & Luber, P.C., 50 Lake Center Dr., Suite 400, Marlton, NJ 08053; Phone: 1-888-840-4265.

HOW DO THE LAWYERS AND PLAINTIFF GET PAID?

Class Counsel has worked on the lawsuit without yet receiving any payments for their time or out-of-pocket expenses. Under the Settlement, Class Counsel will ask the Court for attorneys' fees and expenses, which will not exceed one-third of the Global Settlement Fund of \$4,600,000.00 (i.e., \$1,533,333.33, plus expenses). The Court has not yet approved these requested fees and expenses. Just like you, Plaintiff will receive a pro rata Settlement Award. In addition, Plaintiff may ask the Court to award her an additional Service Award, not to exceed \$10,000, in recognition of the work and services she contributed to the case. If approved by the Court, this Service Award will be made from the Global Settlement Fund.

WHAT DOES THE SETTLEMENT PROVIDE?

The Court will decide whether the Settlement is fair, reasonable, and adequate. If the Court approves the Settlement, \$4,600,000.00 will be distributed to Plaintiff, Settlement Class Members, Class Counsel, and the Settlement Administrator. For tax purposes, Settlement Awards paid to each Settlement Class Member shall be treated as (a) one-third [1/3] for taxable wage income under an IRS Form W-2, with all required and authorized deductions, including income taxes, withheld from such payments, and (b) two-thirds [2/3] for taxable non-wage income under an IRS Form 1099, with nothing withheld from such payments. In addition to the Global Settlement Fund, Target shall pay for employer-side payroll taxes. Any overestimated payroll taxes, as determined by the Settlement Administrator, shall belong to Target. The Settlement Class Members will be responsible for any tax liability arising from the allocation of the Global Settlement Fund.

Your individual payment amount was determined on a pro rata basis using Target's pay records. If Target's pay records for you were available when notice was sent, your estimated pro rata share of the Settlement was printed on your notice.

If you have questions about your payment amount, please contact the Settlement Administrator.

If this Settlement Notice is addressed to you, you are covered by the Settlement, and ***you do not need to do anything to receive a Settlement Award.*** The award will not be made unless, and until, the Court approves the Settlement.

If you do not exclude yourself from the Settlement, you will release and forever discharge Target and other Releasees of any and all Released Claims (as defined in the Settlement Agreement), known or unknown, arising from, of or in any way relating to, the facts or claims alleged in the lawsuit.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to participate in the Settlement, you must complete and timely submit a request for exclusion. The request for exclusion must be completed, dated, signed by you, and sent to the Settlement Administrator at Sadler v Target, Settlement Administrator, PO Box 2715, Portland, OR 97208-2715 by **February 13, 2026**. An incomplete or unsigned opt-out form will be deemed invalid. If you timely submit a completed request for exclusion, you will retain the right, if any, to pursue, at your own expense, a claim against Target for unpaid wages and you will not receive a Settlement Award. If you do not timely submit a completed request for exclusion, you will be bound by all terms and conditions of the Settlement, and, if the Court approves the Settlement, you will receive a Settlement Award.

HOW CAN I OBJECT TO THE SETTLEMENT?

If you believe the Settlement is unfair or should not be approved by the Court, and you do not exclude yourself from the Settlement, you can object. To object to the Settlement, you must send to the Settlement Administrator a written objection. The objection must set forth (1) your full name, address, telephone number, and the last four digits of your SSN; (2) the basis for your objection; and (3) a reference to Civil Action No. 1:23-cv-00030-CPO-SAK. Settlement Class Members who fail to make objections in the manner specified above may be deemed to have waived any objections and shall, subject to any order issued by the Court, be foreclosed from making any objection (whether by appeal or otherwise) to the Agreement. To be valid, your objection *must be postmarked on or before February 13, 2026* and must be mailed to: Sadler v Target, Settlement Administrator, PO Box 2715, Portland, OR 97208-2715.

WHEN AND WHERE WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the Settlement. Although you are welcome to attend the hearing, you are not required or expected to attend. The hearing will take place on **February 24, 2026 at 10:00 a.m.** in Courtroom 5A of the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101. At the hearing, the Court will consider whether the Settlement is fair and should be approved. The Court will also consider any written objections to the Settlement and will hear from any Settlement Class Members or their legal representatives. If you have not excluded yourself from the Settlement and want to speak at the hearing, you must send a letter stating your desire to appear in person, or through counsel, at the hearing to the Court and to Class Counsel by **December 26, 2025**. Such notice of your intention to appear must include your full name, address, telephone number, and signature.

HOW DO I OBTAIN MORE INFORMATION?

This Settlement Notice summarizes the most important aspects of the proposed Settlement. You can obtain further information by going to NJDistributionCenterSettlement.com, by calling the Class Counsel, or by contacting the Settlement Administrator at Sadler v Target, Settlement Administrator, PO Box 2715, Portland, OR 97208-2715.

FOR INFORMATION REGARDING THIS SETTLEMENT, DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL.

Dated: December 15, 2025

Approved: Christine P. O'Hearn
United States District Judge

Exhibit C



Exclusion Report
Sadler v Target

Number	Name
1	JUAN AYALA

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

<p>KRYSTAL SADLER, on behalf of herself, individually and on behalf of all similarly situated individuals, <i>Plaintiffs,</i></p> <p>v.</p> <p>TARGET CORPORATION, <i>Defendants.</i></p>	<p>Civ. No. 1:23-cv-00030-CPO-SAK</p>
---	---------------------------------------

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

AND NOW, this ___ day of _____, 2026, upon consideration of Plaintiff’s Unopposed Motion for Final Settlement Approval, Attorneys’ Fees and Expenses, Service Award, and Settlement Administration Costs, and all attachments thereto, the presentations of counsel during the Final Approval hearing, and all other papers and proceedings herein, it is hereby **ORDERED** that:

1. The Motion is **GRANTED**.
2. The settlement of this class action, as set forth in the Agreement and Release filed with the Court, is fair, reasonable, and adequate, because the class representatives and class counsel have adequately represented the class; the proposal was negotiated at arm's length; the relief provided for the class is adequate, taking into account the costs, risks, and delay of trial and appeal, the effectiveness of the

proposed method of distributing relief to the class; the terms of any proposed award of attorney's fees, including timing of payment; and the proposal treats class members equitably relative to each other. The Court further notes members of the Settlement Class were afforded an opportunity to request exclusion from the settlement; of the more than 15,000 Class members, only one individual requested exclusion and there were no objections. Therefore, the settlement is **APPROVED**.

3. The Court **APPROVES** the requested service award of \$10,000 to the named Plaintiff in recognition of her role in initiating the lawsuit and diligently pursuing their legal claims on behalf of the Settlement Class. This award falls within the range of service awards approved in other wage and hour class action lawsuits.

4. With respect to the funds payable to members of the Settlement Class, the Court finds that the factors described in *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975), *In re Prudential Ins. Co. Am. Sales Practice, Litig.*, 148 F.3d 283 (3d Cir. 1998), and *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163 (3d Cir. 2013), weigh in favor of approval of the settlement.

5. The Court **APPROVES**, pursuant to Federal Rule of Civil Procedure 23(h), the requested payment of attorney's fees to McOmber McOmber & Luber, P.C. in the amount of \$1,533,333.33, as well as \$99,588.55 in litigation expenses.

6. The Court **APPROVES** the payment of the costs of notice and administration to Epiq to facilitate the settlement.

7. This Action is **DISMISSED WITH PREJUDICE**, although the Court will retain jurisdiction over the interpretation, enforcement, and implementation of the Settlement Agreement.

Dated:

Hon. Christine P. O’Hearn

CERTIFICATE OF SERVICE

I hereby certify that on February 10, 2026, I caused a copy of the foregoing to be filed electronically and served via ECF on all parties indicated on the electronic filing receipt.

By: /s/ *Charles J. Kocher*
Charles J. Kocher, Esq.
McOMBER McOMBER &
LUBER, P.C.
50 Lake Center Drive, Suite 400
Marlton, NJ 08053
(856) 985-9800
cjk@njlegal.com