

Exhibit A

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement,” “Settlement” or “Settlement Agreement”) is entered into by and between Defendant Target Corporation (“Defendant” or “Target”) and Plaintiff Israel Garcia (“Plaintiff” or “Garcia”), both individually and on behalf of the Settlement Class (as defined herein). The Plaintiff, the Settlement Class, and the Defendant are collectively referred to herein as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as the term is defined below), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court.

RECITALS

A. On February 27, 2016, Plaintiff filed his Class Action Complaint in the U.S. District Court for the Southern District of Florida, captioned *Garcia v. Target Corporation*, No. 16-cv-20727 (S.D. Fla.), on behalf of himself and a proposed class of individuals who allegedly received telephone calls from or on behalf of Defendant in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”).

B. On March 24, 2016, Defendant filed its Answer to Plaintiff’s Complaint. On July 21, 2016, Defendant filed an Unopposed Motion for Change of Venue, seeking to have Plaintiff’s TCPA litigation transferred to the U.S. District Court for the District of Minnesota pursuant to 28 U.S.C § 1404(a). On July 28, 2018, the court granted Defendant’s Motion for Change of Venue, and the case was transferred to the District of Minnesota, where it was re-captioned *Garcia v. Target Corporation*, No. 16-cv-02574-MJD-BRT (D. Minn.) and assigned to the Honorable Michael J. Davis and Magistrate Judge Becky R. Thorson (the “Action”).

C. On September 27, 2018, after significant discovery efforts, including briefing and oral argument on a motion to compel production of discovery that was filed by Plaintiff, Plaintiff

filed his Motion for Class Certification, which has now been fully briefed. In light of the pendency of the Motion for Class Certification, the Parties agreed to mediate the Action with Judge Thorson. On November 9, 2018, the Parties attended a full-day mediation session with Judge Thorson. No settlement was reached at that time, but the Parties agreed to continue settlement discussions. On November 15, 2018, Defendant filed its Motion for Summary Judgment, which has now been fully briefed.

D. On December 12, 2018, the Parties engaged in a second full-day mediation session with Judge Thorson, which also did not result in any settlement.

E. On January 17, 2019, the Parties engaged in a third full-day mediation session with Judge Thorson. Although no settlement was reached at the conclusion of that session, the Parties were given a mediator's proposal by Judge Thorson. On January 23, 2019, the Parties were informed that each side had accepted Judge Thorson's mediator's proposal and, as such, a settlement in principle was reached.

F. At all times, Defendant has denied and continues to deny any liability whatsoever and has denied and continues to deny that it committed, or threatened, or attempted to commit any wrongful act or violation of law or duty alleged in the Action. Defendant also denies: (1) each and all of the claims and contentions alleged by Plaintiff in the Action; (2) all charges of wrongdoing or liability against it or its agents arising out of any conduct, statements, acts or omissions alleged in the Action; and (3) that Plaintiff or the Settlement Class are entitled to any form of damages based on the conduct alleged in the Action. In addition, Defendant maintains that it has meritorious defenses to the claims alleged in the Action and was prepared to vigorously defend all aspects of the Action.

G. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded that the pendency of the Motion for Class Certification and Motion for Summary Judgment create significant risk and uncertainty; that further litigation of the Action would be protracted, burdensome, and expensive; and that it is desirable and beneficial to Defendant that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

H. Plaintiff believes that the claims asserted in the Action against the Defendant have merit. Nonetheless, Plaintiff and Class Counsel recognize and acknowledge that Defendant has raised strong factual and legal defenses in the Action that present a significant risk that Plaintiff may not prevail. Plaintiff and Class Counsel also have taken into account the uncertain outcome, risks, difficulties and delays of any litigation, especially in complex actions such as this one, the risk and uncertainty created by the pendency of the Motion for Class Certification and Motion for Summary Judgment, and the fact that Defendant has demonstrated that it will vigorously oppose the claims asserted and class certification if this Action is not settled. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled and resolved with prejudice, and barred pursuant to the terms set forth herein. Based on their evaluation, Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable and adequate to the Settlement Class, and that it is in the best

interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

I. Given the above, and considering all other risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff Israel Garcia, individually and on behalf of the Settlement Class, and Defendant Target, by and through their respective undersigned counsel, that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Settlement Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1. “Action” means the case styled *Garcia v. Target Corporation*, No. 16-cv-02574-MJD-BRT, pending in the U.S. District Court for the District of Minnesota.

1.2. “Approved Claim” means the initial Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim

Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed and executed, with all of the information requested in the Claim Form by a Settlement Class Member; (c) is signed by the Settlement Class Member; (d) does not appear to be fraudulent or otherwise improper; and (e) is returned via online or electronic submission by the Claims Deadline or via U.S. Mail post-marked by the Claims Deadline. There can be only one Approved Claim per telephone number regardless of the number of businesses or persons using the same telephone number. There can be only one Approved Claim per Settlement Class Member.

1.3. “Claim Form” means the document substantially in the form attached hereto as Exhibit 3, as approved by the Court. Class Members can download the Claim Form by accessing the Settlement Website using a unique class member identifier contained on the Notice. The Claim Form can also be requested from the Settlement Administrator. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment pursuant to this Agreement, can be completed electronically or in paper format.

1.4. “Class Counsel” means the law firms of McGuire Law, P.C.; Hughes Ellzey, LLP; Siri & Glimstad LLP; Lieff Cabraser Hiemann & Bernstein LLP; and Lockridge Grindal Nauen P.L.L.P. **“Lead Class Counsel”** means McGuire Law, P.C.

1.5. “Class Representative” or “Plaintiff” means the named Plaintiff in the Action, Israel Garcia.

1.6. “Claims Deadline” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if submitted electronically) to be considered timely and shall be set as a date approximately seventy-five (75) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.7. **“Court”** means Magistrate Judge Becky R. Thorson of the U.S. District Court for the District of Minnesota, or any judge with jurisdiction over the pending Action.

1.8. **“Defendant”** means Target Corporation.

1.9. **“Defendant’s Counsel”** means Brian Melendez of Barnes & Thornburg, LLP.

1.10. **“Effective Date”** means the date when the Judgment has become Final as provided in Paragraph 1.13.

1.11. **“Fee and Expense Application”** means the motion to be filed by Class Counsel in which they seek approval of an award of attorneys’ fees, costs and expenses, as well as an Incentive Award for the Class Representative.

1.12. **“Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel.

1.13. **“Final”** means one business day following the last of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Judgment finally approving the Settlement Agreement; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.14. **“Final Approval Hearing”** means the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving an incentive award to the Class Representative.

1.15. “Incentive Award” shall have the meaning ascribed to it as set forth in Paragraph 8.2 of this Agreement.

1.16. “Judgment” shall have the meaning ascribed to it as set forth in Paragraph 7.3 of this Agreement.

1.17. “Notice” means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be provided substantially in the manner set forth in this Agreement and Exhibits 1–3, and is consistent with the requirements of Due Process.

1.18. “Notice Date” means the date by which the Notice Plan set forth in Paragraph 4.3 is complete.

1.19. “Notice Plan” means the proposed plan developed by the Settlement Administrator, in consultation with the Parties and with the Parties’ approval, of disseminating Notice to members of the Settlement Class of the proposed Settlement Agreement and of the Final Approval Hearing.

1.20. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately sixty (60) days after the Notice Date, or such other date as ordered by the Court.

1.21. “Parties” or “Settling Parties” means Plaintiff Israel Garcia and the Settlement Class on the one hand, and Defendant Target Corporation, on the other hand.

1.22. “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors,

successors, representatives, or assigns. The definition of “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General’s office.

1.23. “Preliminary Approval” means the Court’s certification of the Settlement Class for settlement purposes only, preliminary approval of the Settlement Agreement, and approval of the form of the Notice and of the Notice Plan.

1.24. “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement Agreement and directing notice thereof to the Settlement Class substantially in the form of the Notice set forth in this Agreement, to be submitted to the Court in conjunction with Plaintiff’s motion for preliminary approval of the Agreement.

1.25. “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including Unknown Claims), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, arising out of any violation of the Telephone Consumer Protection Act or any other telephone- or telemarketing-related federal, state, or local, law, rule, regulation or ordinance.

1.26. “Released Parties” means Defendant, and all of Defendant’s parents, affiliates, subsidiaries, predecessors, successors, assigns, associates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, insurers, holding companies, partners, accountants, financial and other advisors, underwriters, shareholders, lenders, legal representatives, successors in interest,

and Persons, firms, trusts, corporations, officers, directors, other individuals or entities in which Defendant or its customers have or had a controlling interest or which are or were affiliated with any of them, including and not limited to TD Bank U.S.A., N.A., or any other representatives of any of these Persons and entities.

1.27. “Releasing Parties” means the Class Members, as defined in Paragraph 1.32 below, and: (a) with respect to any Class Member that is not an individual, all of its present, former, and future direct and indirect parent companies, affiliates, subsidiaries, divisions, agents, franchisees, successors, predecessors-in-interest, and all of the aforementioned’s present, former, and future officers, directors, employees, shareholders, attorneys, agents, and independent contractors; (b) with respect to any Class Member who is an individual, any present, former, and future spouses, as well as the present, former, and future heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns of each of them; and (c) any Person who shared a telephone number with anyone described in (a) or (b) above.

1.28. “Settlement Agreement” or “Agreement” means the settlement contemplated by this Settlement Agreement.

1.29. “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator in providing Notice to, and processing Claim Forms submitted by, the Settlement Class, with such expenses to be paid from the Settlement Fund as set forth in Paragraph 1.33 of this Agreement.

1.30. “Settlement Administrator” means, subject to Court approval, the firm of Epiq Systems, Inc., which has been selected by the Parties to oversee the distribution of Notice as well

as the processing and payment of claims to the Settlement Class as set forth in this Settlement Agreement.

1.31. “Settlement Class” means all individual and entities in the United States and its Territories who received non-emergency debt collection calls from or on behalf of Target between March 27, 2012 and May 15, 2018 on their cellular telephone and who were not the debtor on the account, as evidenced by a “wrong party” release code in Target’s records, and who subsequently never consented to receive such calls.

1.32. “Settlement Class Member” or “Class Member” means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.33. “Settlement Fund” means a common fund established by Defendant to pay Class Members. Each unique telephone number shall be considered a single claim regardless of the number or timing of calls made to that number, and each Class Member is limited to only one claim. The Settlement Fund shall be distributed to claiming Class Members based on each telephone number submitted. From this Settlement Fund, Defendant shall pay the following costs associated with the Settlement up to a maximum total payment of \$7,050,000.00 (seven million fifty thousand dollars): (i) Approved Claims, (ii) Settlement Administration Expenses up to \$200,000, (iii) the Fee Award, and (iv) an Incentive Award to the Class Representative as awarded by the Court. The Settlement Fund represents the maximum amount of Defendant’s monetary obligations under this Agreement. Settlement Administration Expenses shall be paid by Defendant in accordance with invoices submitted to it by the Settlement Administrator. Defendant shall arrange to pay over to the Settlement Administrator any amount coming due under this Agreement, within ten (10) business days after the Settlement Administrator notifies

Defendant's Counsel that the Settlement Administrator expects to make the payment within thirty (30) days. The Settlement Administrator shall pay out all Approved Claims, the Fee Award, and the Incentive Award to Class Members, Class Counsel, and the Class Representative within fourteen (14) days of the Effective Date. After all costs noted above have been paid, any monies remaining unclaimed shall be retained by Defendant.

1.34. "Unknown Claims" means claims that could have been raised in the Action and that the Plaintiff or any or all other Persons and entities whose claims are being released, or any of them, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement.

2. SETTLEMENT COMPENSATION

2.1. Cash Payments.

(a) Payments Available to All Class Members. Class Members shall have until the Claims Deadline to submit an Approved Claim in accordance with the Notice. Each such claiming Class Member who submits an Approved Claim shall receive a distribution of up to \$70.00 (Seventy Dollars) from the Settlement Fund, subject to pro rata reduction if the number of Approved Claims exceed the limits of the Settlement Fund as delineated in Paragraph 1.33. There can be only one Approved Claim per unique telephone number and only one Approved Claim per Class Member, and all Class Members who submit an Approved Claim shall receive the same distribution from the Settlement Fund.

(b) Any Claim Form that lacks the requisite information will be deemed to be incomplete and ineligible for payment. For any partially-completed Claim Forms, the Settlement Administrator shall attempt to contact the Settlement Class Member who submitted the Claim

Form at least one time by e-mail or, if no e-mail address is available, by regular U.S. mail (i) to inform the Settlement Class Member of any error(s) and/or omission(s) in the Claim Form and (ii) to give the Settlement Class Member one opportunity to cure any errors and/or omissions in the Claim Form. The Settlement Class Member shall have until the Claims Deadline, or fourteen (14) days after the Settlement Administrator sends the e-mail or regular mail notice to the Settlement Class Member regarding the deficiencies in the Claim Form, whichever is later, to cure the error(s) and/or omission(s) in the Claim Form.

(c) A Settlement Class Member is not entitled to any compensation from the Settlement Fund if he or she submits a Claim Form after the Claims Deadline, and/or if the Claim Form is incomplete after an opportunity to cure any error(s) or omission(s) or contains false information.

(d) **No Unclaimed Property:** In no event will any unclaimed funds constitute abandoned or unclaimed property.

(e) **Payment Date:** Within fourteen (14) days of the Effective Date, or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Fund all Approved Claims by check and mail them to the claimants via first-class mail, unless challenged pursuant to Paragraph 5.3 below.

(f) **Expiration of Checks:** All payments issued to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that a check issued to a Settlement Class Member is not cashed within one hundred eighty (180) days after the date of issuance, any such check shall be void and the funds shall revert to the Defendant.

2.2. Prospective Relief. As part of this settlement, Defendant agrees to continue using the LiveVox device with human call initiator, or some other solution compliant with current law, to place any debt collection calls for at least two years following the Effective Date.

3. RELEASES

3.1. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims and Unknown Claims, as against all Released Parties.

3.2. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims and Unknown Claims against the Released Parties, and each of them.

3.3. Upon the Effective Date, Plaintiff and all other Persons and entities whose claims are being released shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Plaintiff and all other Persons and entities whose claims are being released, also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of

common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Plaintiff acknowledges that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

4. NOTICE TO THE CLASS

4.1. Upon issuance of Preliminary Approval of this Agreement, the Claims Administrator shall cause Notice describing the Final Approval Hearing and the terms of the settlement embodied in this Agreement to be disseminated to the Settlement Class. Such Notice shall comport with Due Process and be effectuated pursuant to a Notice Plan. All Settlement Administration Expenses up to \$200,000 shall be paid directly to the Claims Administrator by Defendant from the Settlement Fund.

4.2. The Settlement Administrator shall create a Class List, based on readily available information already within the Parties' possession ("Class List"). The Class List shall include the names, e-mail addresses, telephone numbers, and last known mailing addresses of potential Settlement Class Members, to the extent such information is readily available.

4.3. The Notice Plan shall include:

(a) Direct Notice. Within twenty-one (21) days after Preliminary Approval, the Settlement Administrator shall disseminate the Notice and Claim Form in the form of Exhibit 3 by postcard to all Settlement Class Members for whom a mailing address is known or can be determined by the Settlement Administrator, and by electronic mail to all Settlement Class Members for whom an email address is known but a mailing address is unknown.

(b) Settlement Website. Within twenty-one (21) days after Preliminary Approval, Notice shall be provided on the website www.TargetTCPASettlement.com, or any other website domain as agreed to by the Parties, which shall be administered by the Settlement Administrator. On the Settlement Website, Class Members can download the detailed Notice and Claim Form, can submit claims online, and can read and download pertinent case information and documents.

4.4. The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or its terms. The Notice shall specify—

- (a) that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making an objection has filed notice of his or her intention to do so and at the same time files copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, and
- (b) that any objection made by a Settlement Class Member represented by counsel must be filed with the Clerk of the Court, with copies of such papers sent via mail, hand, or overnight delivery service to both Lead Class Counsel and Defendant's Counsel.

4.5. Any Settlement Class Member who intends to object must do so on or before the Objection/Exclusion Deadline. To be valid, any objections must be appropriately filed with the Court no later than the Exclusion/Objection Deadline.

A copy of the objection must also be mailed to the Settlement Administrator at the post office box that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communications relating to this Settlement.

4.6. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: his/her full name, address and current telephone number; the telephone number(s) at which he/she received a call encompassed by this Settlement and the telephone carrier associated with each such identified telephone number; whether each such identified phone number was a cellular phone or a residential landline; all grounds for the objection with factual and legal support for the stated objection; the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his or her counsel. An objecting Settlement Class Member must identify, specifically and in writing, all objections and the basis for any such objections, the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached. An objecting Settlement Class Member must also provide a statement of whether he or she intends to appear at the Final Approval Hearing, either with or without counsel. Any Settlement Class Member who fails to timely file and serve a written objection and notice of his or her intent to appear at the Final Approval Hearing pursuant to this Paragraph, as detailed in the Class Notice, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

4.7. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked, or submitted electronically via the Settlement Website, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, a signature, the name and number of the case, and a statement that he/she wishes to be excluded from the Settlement Class. A request to be excluded that does not include all of the foregoing information, or that is sent to an address other than that designated in the Class Notice, or that is not electronically submitted or postmarked within the time specified shall be invalid and the Persons or entities serving such a request shall be members of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice. A member of the Settlement Class who requests to be excluded from the Settlement Class cannot also object to the Settlement Agreement. If more than 100 Class Members request to be excluded from the Settlement Class, the Defendant shall have the right to terminate this Settlement Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within ten (10) days of being notified in writing that more than 100 Class Members requested to be excluded.

5. SETTLEMENT ADMINISTRATION

5.1. The Settlement Administrator shall, in consultation with Lead Class Counsel and Defendant's Counsel and under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Lead Class Counsel and Defendant's Counsel, the Parties and/or their representatives upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Lead Class Counsel and Defendant's Counsel with information concerning Notice, administration and implementation of the Settlement Agreement. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to members of the Settlement Class on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel and Lead Class Counsel electronic copies of all original documents and other materials received in connection with the administration of the Settlement Agreement within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed per the terms of the Settlement Agreement;

(b) Receive exclusion forms and other requests from Class Members to exclude themselves from the Settlement Agreement and promptly provide to Lead Class Counsel

and Defendant's Counsel a copy thereof upon receipt. If the Settlement Administrator receives any exclusion forms or other requests from Class Members after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Lead Class Counsel and Defendant's Counsel;

(c) Provide weekly summaries to Lead Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received and the amount of benefits sought, the number thereof approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

(d) Make available for inspection by Lead Class Counsel or Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

5.2. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud, and shall reject a Claim Form where there is evidence of abuse or fraud. The Settlement Administrator shall also reject a Claim Form that does not contain all requested information necessary to screen the claim for fraud or abuse.

5.3. Both Defendant's Counsel and Lead Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Class Members. The Settlement Administrator shall follow any agreed-upon decisions of Defendant's Counsel and Lead Class Counsel. To the extent Defendant's Counsel and Lead Class Counsel are not able to agree on the disposition of a challenge, the Magistrate Judge shall timely decide such challenge. The Parties agree that the Settlement Administrator shall thereafter follow the decision of the Magistrate Judge resulting from any such challenge.

5.4. Any Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Settlement Class or timely file a Claim Form will not be entitled to receive any cash award or any other benefits pursuant to this Settlement Agreement, but will otherwise be bound together with all Class Members by all of the terms of this Settlement Agreement, including the terms of the Judgment to be entered in the Action and the releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

5.5. Lead Class Counsel and Defendant’s Counsel each agree to keep all information about the settlement administration process—including without limitation all information received pursuant to Paragraph 5 of this Agreement, such as claims reports, information concerning opt-outs, and the Class List—confidential and may use it only for purposes of effectuating this Agreement. Notwithstanding the foregoing, as required by the Court or to effectuate the intent of this Agreement, the Parties may disclose: Opt-outs, Objections, Claims and other documents as necessary to enforce the terms and conditions of this Agreement.

5.6. This Agreement contemplates that the expenses in connection with the settlement-administration process will not exceed \$200,000.

6. TERMINATION OF SETTLEMENT

6.1. Subject to Paragraph 9 below, the Class Representative, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Settlement Agreement by providing notice (“Termination Notice”) to all other Parties hereto within ten (10) days, of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement; (ii) the Court’s material modification of the Settlement, Notice or Claim Form attached hereto as Exhibits 1–3; (iii) the Court’s refusal to grant final approval of this Agreement in any material

respect; (iv) the Court's refusal to enter the Judgment in this Action in any material respect; (v) the date upon which the Judgment is modified or reversed in any material respect by any court; or (vi) the timely opt out of more than 100 Class Members.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

7.1. Lead Class Counsel, after consultation with Defendant's Counsel, shall submit this Agreement together with its exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, certification of the Settlement Class for settlement purposes only, appointment of Class Counsel and the Class Representative, and entry of the Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination in accordance with the Notice Plan, substantially in the form of Exhibits 1–3 hereto.

7.2. At the time of the submission of this Settlement Agreement to the Court as described above, Lead Class Counsel and Defendant's Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

7.3. After Notice is given, the Parties shall request and obtain from the Court a Judgment. The Judgment will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according

to its terms and provisions; and declare the Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings brought or maintained by or on behalf of, Plaintiff and all other Settlement Class Members and Releasing Parties;

(c) find that the Notice and the Notice Plan implemented pursuant to the Settlement Agreement (1) constitute the best notice practicable under the circumstances, (2) constitute notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement and to appear at the Final Approval Hearing, (3) are reasonable and constitute due, adequate and sufficient notice to all Persons entitled to receive notice, and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution and the rules of the Court;

(d) find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Judgment, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including Exhibits 1–3 to this Agreement) as (1) shall be consistent in all material respects with the Judgment, or (2) do not limit the rights of Settlement Class Members;

(i) without affecting the finality of the Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Judgment, and for any other necessary purpose; and

(j) incorporate any other provisions, as the Court deems necessary and just.

8. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.

8.1. Attorneys’ Fees and Expenses: At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys’ fees and expenses to be paid from the Settlement Fund. Class Counsel may petition the Court for an award of attorneys’ fees not to exceed 27.5% of the Settlement Fund, inclusive of any expenses and costs. Defendant agrees not to object to Class Counsel’s Fee and Expense Application if Class Counsel’s request for attorneys’ fees does not exceed 27.5% of the Settlement Fund. Class Counsel has, in turn, agreed not to seek or accept attorneys’ fees in excess of this amount from the Court. The Fee Award shall be paid by the Settlement Administrator from the Settlement Fund within seven (7) days of the Effective Date. Payment of the Fee Award shall be made by the Settlement Administrator via electronic wire transfer to an account designated by Class Counsel.

8.2. Incentive Award: In addition to any award to which Plaintiff may be entitled under the Settlement Agreement, and in recognition of his efforts on behalf of the Settlement Class, the Class Representative shall, subject to approval of the Court, receive an Incentive Award in the amount of \$10,000. Any Incentive Award approved by the Court shall be paid by check out of the Settlement Fund by the Settlement Administrator within seven (7) days of the Effective Date.

8.3. Effect of Lesser Award: If the Court makes a lower award of attorneys' fees, costs and expenses than what Class Counsel requested, or if the Court makes a lower award of an Incentive Award than what Class Counsel requested, this Settlement Agreement will be otherwise in full force and effect and binding on the Settlement Class Members; provided, however that the Effective Date will not occur until any appeal of the Fee Award is resolved or the deadline for any such appeal has expired.

9. CONDITIONS OF SETTLEMENT; EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1. If the Judgment does not become Final, or in the event that this Settlement Agreement is not approved by the Court, or if the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its material terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 9.2 unless Lead Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any party is in material breach of the terms hereof, any other party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to Plaintiff and Defendant. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, any attorneys' fees or incentive award requested by Plaintiff and Class Counsel shall not prevent the Agreement from becoming effective.

9.2. If this Agreement is terminated or fails to become effective for any reason, the Plaintiff shall within ten (10) days voluntarily dismiss the Action, and the Parties—to the fullest extent possible—shall be restored to their respective positions as of the date of the signing of this Agreement. In such event, any Judgment or other order entered by any court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* as if this Agreement had never been entered into. If Plaintiff chooses to continue pursuing his claims, whether on an individual or class basis, he shall re-file his case in federal court.

10. NO ADMISSION OF LIABILITY

10.1. Denial of Liability: Defendant, on behalf of itself and of any principal on whose behalf it may have been acting, denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendant, on behalf of itself and of any principal on whose behalf it may have been acting, has denied and continues to deny each and every material factual allegation and alleged claim asserted in the Action. Nothing herein shall constitute an admission by Defendant or any other person of wrongdoing or liability or of the truth of any factual allegations in the Action. Nothing herein shall constitute an admission by Defendant or any other person that the Action was properly brought on a class or representative basis other than for settlement purposes. To this end, the settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or any other person or of the truth of any of the factual allegations in the Action; (ii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendant

or any other person in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; and (iii) are not, shall not be deemed to be and may not be used as, an admission of the appropriateness of these or similar claims for class certification. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, and would also divert management and employee time. Defendant has taken into account the uncertainty and risks inherent in litigation. Defendant has therefore concluded that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement.

10.2. Non-Admissibility: Pursuant to Federal Rule of Evidence 408 and any applicable state or local rules of evidence, this Agreement and any related documents filed or created in connection with it shall be inadmissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

11. MISCELLANEOUS PROVISIONS

11.1. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

11.2. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the

Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

11.3. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

11.4. Whether or not the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against Plaintiff or the Settlement Class, or each or any of them, as an admission, concession or evidence of, the infirmity or strength of any claims raised in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

(d) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. However, if this Settlement Agreement is approved by the Court, any party or any of the Released Parties may file this Settlement Agreement and/or the Judgment in any action that may be brought against such party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(e) is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(f) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

11.5. The Parties and their counsel agree that they will not issue any press releases concerning this Settlement Agreement or the resolution of the Action.

11.6. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

11.7. The waiver by one party of any breach of this Agreement by any other party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

11.8. Exhibits 1–3 to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

11.9. This Agreement and its exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

11.10. This Agreement may not be amended, modified, altered or otherwise changed in any manner except by a writing signed by a duly authorized agent of Defendant and Lead Class Counsel, and approved by the Court.

11.11. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

11.12. Except as otherwise provided herein, each party shall bear its own costs.

11.13. Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Released Parties to any other Person or party and that he is fully entitled to release the same.

11.14. Each counsel or other Person executing this Settlement Agreement, Exhibits 1–3, or any related settlement documents on behalf of any party hereto hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

11.15. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement all exchange signed counterparts. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

11.16. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

11.17. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

11.18. This Settlement Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.

11.19. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one party than another.

11.20. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Myles McGuire
Evan M. Meyers
Eugene Y. Turin
MCGUIRE LAW, P.C.
55 W. Wacker Dr., 9th Fl.
Chicago, IL 60601
Tel: (312) 893-7002
Fax: (312) 275-7895
mmcguire@mcgpc.com
emeyers@mcgpc.com
eturin@mcgpc.com

If to Counsel for Defendant:

Brian Melendez
BARNES & THORNBURG LLP
Suite 2800
225 South Sixth Street
Minneapolis, MN 55402-4662
Tel: (612) 367-8734
Fax: (612) 333-6798
brian.melendez@btlaw.com

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: 6-12-19

ISRAEL GARCIA, individually and as the Class Representative

By:  _____

Dated: _____

TARGET CORPORATION

By: _____

Print Name: _____

Title: _____

Dated: 6/13/19

MCGUIRE LAW, P.C., as Class Counsel

By:  _____

Print Name: Eugene Y. Turin

Dated: _____

BARNES & THORNBURG LLP, as Counsel to Defendant Target Corporation, Inc.

By: _____

Print Name: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: _____

ISRAEL GARCIA, individually and as the Class Representative

By: _____

Dated: June 12, 2019

TARGET CORPORATION

By: Scott Kennedy

Print Name: SCOTT KENNEDY

Title: PRESIDENT, FRS

Dated: _____

MCGUIRE LAW, P.C., as Class Counsel

By: _____

Print Name: _____

Dated: 13 JUN 2019

BARNES & THORNBURG LLP, as Counsel to Defendant Target Corporation, Inc.

By: Brian Melendez

Print Name: Brian Melendez

EXHIBITS

Exhibit 1

Exhibit 2

Exhibit 3

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Garcia v. Target Corporation, Case No. 2016-CV-02574-MJD-BRT

(United States District Court for the District of Minnesota)

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT OF UP TO \$70 FROM A CLASS ACTION SETTLEMENT IF YOU RECEIVED AN AUTOMATED PHONE CALL FROM TARGET FOR DEBT COLLECTION PURPOSES ON YOUR CELLULAR TELEPHONE BUT YOU WERE NOT THE DEBTOR ON THE ACCOUNT. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit pending in the United States District Court for the District of Minnesota before the Honorable Michael J. Davis. The settlement would resolve a lawsuit brought on behalf of persons who allege that Target Corporation (“Target”) unlawfully sent automated phone calls for debt collection purposes to persons who were not the debtor on the account. If you received this notice, you have been identified as someone who may have received one of these automated phone calls. The Court has granted preliminary approval of the settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The lawsuit alleges that Target violated the federal Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”), by making automated telephone calls for debt collection purposes to persons who were not the debtor on the account and, thus, did not consent to the calls. Target contests the claims in the Complaint and denies that it violated the TCPA.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which one or more persons called “Class Representatives” sue on behalf people who have similar claims. All of these people together are a “Settlement Class” or “Settlement Class Members.” The Settlement, if finally approved by the Court, resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Target and its affiliated entities. The Settlement requires Target to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys’ fees and costs to class counsel, and an incentive payment to the Class Representative, where approved by the Court. The Settlement is not an admission of wrongdoing by Target and does not imply that there has been, or would be, any finding that Target violated the law. In fact, Target strenuously denies that it violated the TCPA or any similar laws.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to final approval of the Settlement, and to submit a Claim Form to receive the relief offered by the Settlement. If the Court does not give final approval to the

Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You're a member of the Settlement Class if, at any time between March 27, 2012 and May 15, 2018, you received a non-emergency automated phone call from Target for debt collection purposes on your cellular telephone and you were not the debtor on the account. To determine if you may have received such a call and to file a claim, please visit the settlement website www.website.com. This website and this notice will help you determine whether you are a member of the Settlement Class and whether and how to file a claim for a cash benefit.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement, complete a Claim Form and submit it by _____, **2019**. You may obtain a Claim Form at www.Website.com, and you may submit your Claim Form online at the same website or to the Settlement Administrator by email at _____ or by U.S. Mail at _____. If the Settlement is approved, a check will be mailed to you. *Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement, and is the only thing you need to do to receive a payment.*

(2) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Target and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at _____, postmarked by _____, **2019**. You may also exclude yourself online at www.Website.com. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name, address, and the telephone number at which you received an unauthorized automated call(s) from Target.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the United States District Court for the District of Minnesota, 300 South Fourth Street, Ste. 202 Minneapolis, Minnesota 55415. The objection must be received by the Court no later than _____, **2019**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including the attorneys representing Plaintiff and the Settlement Class (Myles McGuire, Evan M. Meyers and Eugene Y. Turin, MCGUIRE LAW, P.C., 55 West Wacker Drive, 9th Floor, Chicago, Illinois 60601), as well as the attorneys representing Defendant (Brian Melendez, BARNES & THORNBURG LLP, 225 South Sixth Street, Ste 2800, Minneapolis, Minnesota 55402-4662), postmarked no later than _____, **2019**. Any objection to the proposed Settlement must include your full name; address; the telephone number(s) at which you received an unauthorized automated call(s) from Target; the telephone carrier associated with each such identified telephone number; and all grounds for the objection with factual and legal support for the stated objection. If you hire an attorney in connection with making an objection, that attorney must also file with the court a notice of appearance by no later than the objection deadline of _____, **2019**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, to be held on _____, **2019** at ___ a.m., in Courtroom 6A of the United States District Court for the District of Minnesota, 300 South Fourth Street, Minneapolis, Minnesota 55415, in person or through counsel to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons

wishing to be heard orally in opposition to the approval of the Settlement, and/or the request for attorneys' fees and expenses, and/or the request for compensation awards to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as to identify any exhibits they intend to introduce at the Final Approval Hearing.

(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against the Released Parties regarding any released claims. *Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.*

WHAT DOES THE SETTLEMENT PROVIDE?

Target has agreed to create a \$7,050,000 Settlement Fund for the Class Members. All Settlement Class Members are entitled to submit a Claim Form in order to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member who submits a valid, timely Claim Form will be entitled to an equal payment of up to \$70 paid out of the Settlement Fund. The exact amount of each Class Member's payment is unknown at this time; it may be as much as \$70, but it may be less depending on several factors, including how many Settlement Class Members return valid Claim Forms and the costs of the other expenses to be paid from the Settlement Fund. The Settlement Administrator will issue a check to each Class Member who timely submits a valid Claim Form following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 180 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the court to award them attorneys' fees and costs of up to 27.5% of the Settlement Fund plus reimbursement of their costs for the substantial time, expense and effort expended in investigating the facts, litigating the case and negotiating the Settlement. The Class Representative also will apply to the court for a payment of up to \$10,000 for his time, effort, and service in this matter.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Target and its related agents and entities relating to the making of automated debt collection calls from March 27, 2012 to May 15, 2018. Giving up your legal claims is called a release. The precise terms of the release are set forth in the Settlement Agreement, which is available on the settlement website, www.website.com. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The Parties cannot accurately predict when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the Court order becomes final, which should occur within approximately 90 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.website.com, or you can call the Settlement Administrator at _____, or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a final approval or fairness hearing, will be held to determine the fairness of the Settlement. At the fairness hearing, the Court will also consider whether to make final the certification of the Class for Settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees and expenses and Class Representative incentive award that may be sought by class counsel. The Court will hold the fairness hearing

on [date] at [time] at the United States District Court for the District of Minnesota, 300 South Fourth Street, Courtroom 6A, Minneapolis, Minnesota 55415

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Target or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement. Plaintiff, Target, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Target will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Myles McGuire
Evan M. Meyers
Eugene Y. Turin
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, IL 60601
mmcguire@mcgpc.com
emeyers@mcgpc.com
eturin@mcgpc.com
Tel: 312-893-7002

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.Website.com. If you have any questions, you can also call the Settlement Administrator at ___ or Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

EXHIBIT 2

IF YOU RECEIVED AN AUTOMATED TELEPHONE CALL FROM TARGET FOR DEBT COLLECTION PURPOSES ON YOUR CELLULAR TELEPHONE BUT YOU WERE NOT THE DEBTOR ON THE ACCOUNT YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT

Para una notificacion en Espanol, visitar www.website.com.

A settlement has been reached in a class action lawsuit involving automated voice calls involving Target Corporation (“Target”). The lawsuit, *Garcia v. Target Corporation*, Case No. 2016-CV-02574-MJD-BRT (D. Minn), alleges that Target violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”), by placing automated telephone calls for debt collection purposes to persons who were not the debtors on the accounts. The proposed settlement is not an admission of wrongdoing by Target. Target denies that it violated the TCPA or any similar laws and the court has not decided who is right or wrong. Rather, the parties are resolving the dispute by settlement.

Am I a Member of the Settlement Class?

You’re a member of the settlement class if, at any time between March 27, 2012 and May 15, 2018, you received a non-emergency automated phone call on your cellular telephone from Target for debt collection purposes and you were not the debtor on the account.

What Can I Get From the Proposed Settlement?

The proposed settlement provides for the creation of a Settlement Fund totaling \$7,050,000.00. If the Court finally approves the settlement, each class member who submits a valid, timely claim form will be entitled to an equal payment of up to \$70. The exact amount of each class member’s payment is unknown at this time; it may be as much as \$70, but it may be less depending on several factors, including how many settlement class members return valid claim forms. Administration expenses, attorneys’ fees and costs, and an incentive award are also paid from the Settlement Fund.

To receive a cash payment from the Settlement Fund, you must submit a Claim Form by _____ **2019**. You can file a Claim Form online at www.website.com, or visit the website and download a Claim Form and submit it by email or mail. Visit the website below or call for more information on filing your claim.

What are my Options?

If you do not want to be legally bound by the settlement, you must exclude yourself by _____, **2019**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website www.website.com. You may object to the settlement by _____, **2019**. The Detailed Notice available on the website explains how to exclude yourself or object. The Court will hold a hearing on _____, **2019** to consider whether to approve the settlement and a request by class counsel for attorneys’ fees of up to 27.5% of the Settlement Fund plus their costs for their work in the case. The court will also consider an incentive award payment in an amount up to \$10,000 to the class representative. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website below.

For more information and for a Claim Form, visit www.website.com or call 1-999-999-9999.

Exhibit 3

TARGET CLASS ACTION SETTLEMENT

CLAIM FORM

_____, ____, 2019 – Date of Preliminary Approval

TO RECEIVE A PAYMENT OF UP TO \$70 FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY ____, 2019.

IMPORTANT NOTE: You must complete and submit this Claim Form by _____, 2019 in order to receive payment. To complete this Claim Form, read the instructions below in Step 1; provide the requested information in Step 2; sign the certification in Step 3; and submit the Claim Form using one of the methods set forth in Step 4. Each Settlement Class Member is entitled to make only one claim regardless of the number of telephone calls received. There can be only one claim per phone number and only one claim per Settlement Class Member.

STEP 1 – DIRECTIONS

In the spaces below, print your (i) name, (ii) address, and (iii) the cellular telephone number at which you received a non-emergency automated telephone call from Target between March 27, 2012 and May 15, 2018 for debt collection purposes and where you were not the debtor on the account.

STEP 2 – CLAIMANT INFORMATION

Name: _____
 (First) (Middle Initial) (Last)

Address: _____
 (Street)

 (City) (State) (Zip Code)

Contact Email Address: _____

Telephone number: (____) ____ - ____
This must be the telephone line on which you received the unauthorized automated call(s).

STEP 3 – CERTIFICATION

I hereby certify that:

- 1. I received one or more automated debt collection calls from Target on the telephone number listed above between March 27, 2012 and May 15, 2018;**
- 2. The telephone number was a cellular-telephone number when I received the calls;**
- 3. I was the registered or authorized user of the telephone number listed above when I received the automated call(s) from Target;**

4. I was not the debtor on the account that was the subject of the debt collection call(s) placed by Target; and
5. I did not consent, or I had previously withdrawn consent, to receive the automated debt collection call(s) from Target.

I certify that all the above statements are true to the best of my knowledge. I understand that this Claim Form will be reviewed for authenticity and completeness, I agree that I will not object to a request by the Settlement Administrator or the Parties to this action to contact me if necessary to verify my claim, and I understand that the Settlement Administrator has the right to verify my responses with my telephone carrier or otherwise dispute any claims that are based on inaccurate responses.

Signature

Date

STEP 4 – METHODS OF SUBMISSION

Please submit the completed Claim Form above through one of the following methods:

1. Online by visiting www.website.com and completing an online Claim Form no later than midnight, U.S. Eastern Standard Time, on _____, **2019**; OR
2. By emailing the completed Claim Form to _____ no later than midnight, U.S. Eastern Time, on _____, **2019**; OR
3. By mailing via U.S. Mail a completed and signed Claim Form to the Settlement Administrator, postmarked no later than _____, **2019**, and addressed to:

XXXXXXX
XXXXXXX
XXXXXXX