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JED ASIS, JUSTIN WATSON, AND KEVIN JOHNSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

JED ASIS and JUSTIN WATSON

Plaintiff,

vs.

FOOT LOCKER RETAIL, INC., and DOES
1 through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0000627

(Assigned to the Hon. George J. Abdallah,
Dept. 10A)

**DECLARATION OF YAMI BURNS
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: January 18, 2024
Time: 9:00 a.m.
Dept.: 10A

Action Filed: January 26, 2023
Trial Date: Not Set

I, Yami Burns, declare as follows:

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Proposed Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from October 19, 2018 to February 27, 2023 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the time period from July 19, 2019 to February 27, 2023 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 11, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and pay periods for each Class Member (“Class List”) during the Class Period. The final mailing

list contained thirteen thousand seven hundred twenty-five (13,725) individuals identified as Class Members.

4. On October 12, 2023, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On October 23, 2023, Phoenix mailed the Notice via U.S. first class mail, to all thirteen thousand seven hundred twenty-five (13,725) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, three hundred thirty (330) Notices have been returned to Phoenix. For the three hundred thirty (330) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. We obtained two hundred eighty-eight (288) updated addresses and the Notices were promptly re-mailed to that Class Member via first class mail.

7. As of the date of this declaration, forty-two (42) remain undeliverable since updated addresses could not be obtained via skip trace.

8. Phoenix has received one (1) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was December 7, 2023.

9. Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was December 7, 2023.

10. Phoenix has received zero (0) Workweek dispute from Class Members. The deadline for submitting a dispute was December 7, 2023.

11. There are thirteen thousand seven hundred twenty-four (13,724) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 99.99% of the Class. Participating Class Members have worked a collective total of six hundred fourteen thousand five hundred thirty-nine (614,539)

Compensable Pay Periods during the Class Period. Each Compensable Pay Periods is valued at approximately \$8.48.

12. The Net Settlement Amount of \$5,208,756.38 available to pay Participating Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$3,139,500.00), and Class Counsel costs (\$26,743.62), requested Incentive Payments to Plaintiffs Asis, Watson and Johnson for \$10,000.00 each (\$30,000.00), the PAGA Amount (\$500,000.00), and the requested Settlement Administration Costs (\$65,000.00) from the Gross Settlement Amount (\$8,970,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately \$1,898.60, the lowest Individual Settlement Payment to be paid is approximately \$8.48, while the average Individual Settlement Payment to be paid is approximately \$379.54. Participating Class Members will be issued payment of their Individual Settlement Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment (the net payment is their "Individual Settlement Payment").

14. Additionally, \$500,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$375,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$125,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are eleven thousand nine hundred and nineteen (11,919) Aggrieved Employees who worked a total of four hundred ninety-nine thousand seventeen (499,017) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$46.34, and the average Individual PAGA Payment to be paid is approximately \$10.49.

15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in addition to the Gross Settlement Amount.

16. Phoenix's costs associated with the administration of this matter are \$65,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed this 22nd day of December 2023, at Orange, California.

Jami Burns
YAMI BURNS

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

ASFLK23218

Jed Asis, Justin Watson, and Kevin Johnson v. Foot Locker Retail, Inc.

San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0000627

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To: all current and former non-exempt employees of Defendant Foot Locker Retail, Inc. who were employed in the State of California at any time between October 19, 2018, and February 27, 2023.

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was filed by Kevin Johnson (“Plaintiff”) against Foot Locker Retail, Inc. (“Defendant”) on January 19, 2021, Superior Court of the State of California for the County of San Francisco, Case No. CGC-21-589180. The action was subsequently amended and removed to the United States District Court, Northern District of California (the “*Johnson Action*”). The *Johnson* third amended complaint alleges claims for: (1) violation of Labor Code §§ 226.7 and 512; (2) violation of Labor Code §§ 510 and 1194; (3) violation of Labor Code §§ 201-204; (4) violation of Labor Code § 226(a); (5) violation of Business and Professions Code § 17200, *et seq.*; and (6) violation of Labor Code § 2698, *et seq.* The Parties thereafter litigated the *Johnson Action* in the District Court.

On January 26, 2023, Jed Asis and Justin Watson filed a putative class action against Defendant entitled *Jed Asis and Justin Watson v. Foot Locker Retail, Inc.*, Superior Court of the State of California for the County of San Joaquin, Case No. STK-CV-UOE-2023-0000627. The initial complaint alleges claims for: (1) violation of Labor Code §§ 510 and 1194; (2) violation of Labor Code § 226.7; (3) violation of Labor Code § 226; (4) violation of Labor Code §§ 201-203; (5) violation of Labor Code § 2802; and (6) violation of Business and Professions Code § 17200, *et seq.* (the “*Asis Action*”). On July 25, 2023, Plaintiff Asis, Watson, and Johnson filed a First Amended Complaint in the *Asis Action*, which is the operative complaint (“*Complaint*”).

The lawsuit claims that Defendant violated sections of the California Labor Code for: (a) failing to provide timely and full-length meal breaks to employees who worked 5 hours or longer in one shift, in violation of Labor Code §§ 226.7 and 512; (b) failing to pay meal and/or rest period premiums at the regular rate of compensation when employees also earned non-discretionary remuneration during the same pay period in violation of Labor Code § 226.7 and 512; (c) failing to pay overtime wages for all hours worked and at the correct rate of pay, in violation of Labor Code §§ 510 and 1194; (d) failing to pay all wages owed upon separation of employment, in violation of Labor Code §§ 201-204 when employees were paid sick pay wages and non-discretionary wages, including, but not limited to, bonuses/commissions during the same workweek; (e) failing to provide accurate, itemized wage statements, in violation of Labor Code § 226(a); (f) failing to reimburse business expenses; and (g) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, including without limitation California Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, and 1194, and the applicable IWC Wage Orders. The Complaint also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Defendant violated the California Labor Code, entitling Class Members to damages, penalties and restitution. Defendant denies all alleged violations and denies that they owe Class Members anything. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The San Joaquin County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement and Release (“*Agreement*” or “*Settlement*”). On October 5, 2023, the Court granted preliminary approval of the Settlement, appointed Plaintiffs Jed Asis, Justin Watson, and Kevin Johnson, as the Class Representatives, and appointed their attorneys at Diversity Law Group, P.C., D. Law, Inc., and David Lee Law, APC, as counsel for the Class (“*Class Counsel*”).

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt employee who worked for Defendant Foot Locker Retail, Inc. in California any time between October 19, 2018, and February 27, 2023 (the “*Class Period*”).

You are also an Aggrieved Employee, if you were employed by Defendant as a non-exempt employee who worked for Defendant Foot Locker Retail, Inc. in California any time between July 19, 2019, and ending February 27, 2023 (the “*PAGA Period*”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Eight Million Nine Hundred Seventy Thousand Dollars (\$8,970,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Three Million One Hundred Thirty-Nine Thousand Five Hundred Dollars (\$3,139,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars (\$35,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to each Plaintiff, totaling no more than Thirty Thousand Dollars (\$30,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Sixty-Fix Thousand Dollars (\$65,000.00); and
- E. **PAGA Payment** in the amount of Five Hundred Thousand Dollars (\$500,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (“PAGA”). Seventy-Five percent (75%) of this amount, (\$375,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$125,000.00) will be distributed to the Aggrieved Employees, for the release of their claims as set forth in the PAGA Released Claims, described below in Section 7.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of workweeks you worked in California as a non-exempt employee during the Class Period. The Settlement Administrator will allocate the Individual Settlement Payments by dividing the Net Settlement Amount by the total number of workweeks worked by Class Members in a non-exempt position during the Class Period. The result will then be multiplied by the number of workweeks each Participating Class Member worked in a non-exempt position during the Class Period to calculate the amount owed to that individual.

[ONLY FOR AGGRIEVED EMPLOYEES: Your share of the Net PAGA Penalties is calculated on a *pro rata* basis based on the total number of weeks you worked for Defendant during the PAGA Period. The Settlement Administrator will allocate the Individual PAGA Payments by first dividing the Net PAGA Penalties by the total number of workweeks worked by PAGA Members during the PAGA Period. That value will then be multiplied by the number of workweeks worked by each respective PAGA Member in a non-exempt position during the PAGA Period. This portion of the Settlement will be categorized as 100% penalties and subject to an IRS Form 1099.]

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, eighty percent (80%) interest and penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked 37 workweeks during the Class Period [ONLY FOR AGGRIEVED EMPLOYEES: and 37 workweeks during the PAGA Period.] Your Individual Settlement Payment is \$313.09 [ONLY FOR AGGRIEVED EMPLOYEES: and your Individual PAGA Payment is \$9.27] The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This Amount was determined based on Defendant’s record of your employment during the Class Period and/or PAGA Period and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of workweeks during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by December 7, 2023. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

Phoenix Settlement Administrators
P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

asis-v-foot-locker-retail.phoenixcases.com

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant and entry of Final Approval Order and Final Judgment by the Court, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Claims” for the “Class Period.”

The “Released Parties” means Defendant Foot Locker Retail, Inc., including each of its past, present and/or future parent companies, subsidiaries, affiliates, divisions, related companies, successors, and predecessors, as well as their respective past, present and future owners, officers, directors, shareholders, employees, agents, members, managers, principals, representatives, accountants, auditors, consultants, insurers and reinsurers, investors, lenders, administrators, company-sponsored employee benefit plans, assigns, joint venturers, and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.

The “Released Claims” means all claims, causes of action, demands, damages, or liabilities arising at any time during the Class Period that were pled or which could have been pled based on the factual allegations contained in the operative Complaints in the Actions or any amendments thereto, including but not limited to claims for: (i) violation of Labor Code §§ 226.7 and 512; (ii) violation of Labor Code §§ 510 and 1194; (iii) violation of Labor Code §§ 201, 202, 203, 204, and 246; (iv) violation of Labor Code § 226; (v) violation of Labor Code § 2802; and (vi) violation of Business & Professions Code §§ 17200, which are premised on the violations described above. The Released Claims extend to all theories of relief, whether under California law, federal law, state law, or common law (including, without limitation, as alleged violations of the California Labor Code, the IWC Wage Orders, applicable regulations, or California’s Business and Professions Code §§ 17200). The Released Claims include all types of relief available for the Released Claims, including without limitation any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. This Settlement shall constitute, and may be pleaded as, a complete and total defense to any Released Claims if raised in the future.

ONLY AGGRIEVED EMPLOYEES: All Aggrieved Employees will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all of the “PAGA Released Claims” with respect to all of the Released Parties even if a Class Member submits a Request for Exclusion.

“PAGA Released Claims” means all claims, causes of action, demands, damages, or liabilities arising at any time during the PAGA Period that were pled or which could have been pled based on the factual allegations contained in the operative Complaints in the Actions or any amendments thereto, for civil penalties under the PAGA including claims premised on alleged violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, and 2802. The PAGA Released Claims include all types of relief available for the PAGA Released Claims, including without limitation any claims for damages, penalties, fines, attorneys’ fees, costs, expenses, or interest. This Settlement shall constitute, and may be pleaded as, a complete and total defense to any PAGA Released Claims if raised in the future.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Released Claims (other than those which fall within the definition of the PAGA Released Claims), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive your share of payment from the Net Settlement Amount. However, if eligible, you will still receive your Individual PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Jed Asis, Justin Watson, and Kevin Johnson v. Foot Locker Retail, Inc.*”

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by December 7, 2023. You cannot exclude yourself by phone.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
asis-v-foot-locker-retail.phoenixcases.com

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the Net PAGA Penalties if you worked during the PAGA Period, because the Request for Exclusion does not apply to the PAGA Released Claims. You will not be legally bound by the release of Released Claims.

If you exclude yourself, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Claims (except for Released Claims that fall within the definition of the PAGA Released Claims).

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved Diversity Law Group, P.C., Davtyan Law Firm, Inc., and David Lee Law, APC as Class Counsel. The firm's contact information is:

DIVERSITY LAW GROUP, P.C. Larry W. Lee, Esq. lwlee@diversitylaw.com Max W. Gavron, Esq. mgavron@diversitylaw.com 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555	D. LAW, INC. Emil Davtyan emil@davtyanlaw.com 400 N. Brand Blvd, Suite 700 Glendale, CA 91203 Telephone: (818) 275-5799	DAVID LEE LAW, APC David J. Lee david@davidjleelaw.com 515 S. Flower Street, Suite 1900 Los Angeles, California 90071 Telephone: (213) 236-3536
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Class Counsel will ask the Court for attorneys' fees of up to \$3,139,500.00 and reimbursement of litigation cost/expenses of up to \$35,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

10. What if I want to object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your written objection to the Settlement Administrator no later than December 7, 2023. Your objection must include the case name and number of the Action; your full name, signature, address, and telephone number; a written statement of all grounds for the objection accompanied by any legal support for such objection; and copies of any papers, briefs, or other documents upon which the objection is based for the Court to consider. You may also come to the Final Approval Hearing on December 7, 2023, and make an objection at that time, regardless of whether you submitted a written objection. Instructions on how to do so are in Section 12, below. You may not object to the PAGA Released Claims.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

12. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing at 9:00 a.m. on January 18, 2024, in Department 10A of the San Joaquin County Superior Court located at 180 E. Weber Avenue, Stockton, California 95202.

Hearings before the judge overseeing this case will be conducted remotely. Class members who wish to appear should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at <https://www.sjcourts.org/divisions/civil/> and should be reviewed in advance. Class members may appear remotely using the telephone number, bridge number, and pin number for Department 10A.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

13. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. Hearings before the judge overseeing this case will be conducted remotely. Class members who wish to appear should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at <https://www.sjcourts.org/divisions/civil/> and should be reviewed in advance. Class members may appear remotely using the telephone number, bridge number, and pin number for Department 10A.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to participate in any other lawsuit against Defendant or Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be paid to Legal Aid at Work, a non-profit legal entity, to further the objectives of the underlying class action, or promote the law consistent with the objectives of the underlying class action.

GETTING MORE INFORMATION

15. How do I get more information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the San Joaquin County Superior Court, located at 180 E. Weber Avenue, Stockton, California 95202, and may also be reviewed online at <https://www.sjcourts.org/>.

WHAT IF MY INFORMATION CHANGES?

16. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	13,724
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	13724
Subtotal Admin Only	\$66,937.36

TOTAL COSTS	\$65,000.00
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December 22, 2023

Case: Asis v. Foot Locker Retail, Inc.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	1,372	\$2,744.80
NCOA (USPS)	\$0.15	13724	\$2,058.60
		Total	\$5,543.40

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	13,724	\$2,058.60
Notice Packet & Opt-Out Form	\$1.50	13,724	\$20,586.00
Estimated Postage (up to 1 oz.)	\$0.64	13,724	\$8,783.36
Static Website	\$250.00	1	\$250.00
		Total	\$31,992.96

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	5	\$275.00
Skip Tracing Undeliverables	\$1.00	900	\$900.00
Remail Notice Packets	\$1.50	900	\$1,350.00
Estimated Postage	\$0.60	900	\$540.00
Programing Undeliverables	\$50.00	5	\$250.00
		Total	\$3,315.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	4	\$340.00
		Total	\$1,140.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	4	\$400.00
Disbursement Review	\$200.00	1	\$200.00
Programming Manager	\$95.00	3	\$285.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	13,724	\$13,724.00
Estimated Postage Checks, W2 and 1099	\$0.50	13,724	\$6,862.00
Total			\$21,996.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$66,937.36