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Attorneys for Plaintiffs
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 KEVIN JOHNSON IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: October 3, 4, 5, 10, or 11, 2023

Time: 9:00 a.m.

Dept.: 10A

Complaint Filed: January 26, 2023

FAC Filed: July 25, 2023

Trial Date: Not Set

DECLARATION OF KEVIN JOHNSON

I, Kevin Johnson, declare as follows:

1. I am an individual over the age of 18. I am the named plaintiff in the above-referenced action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by Defendant Foot Locker Retail, Inc. ("Defendant") as a Sales Associate from about November 2017, until about July 31, 2020. I worked as an hourly, non-exempt employee.

3. During my employment with Defendant, I was not paid overtime wages for the time I spent performing work-related tasks before clocking in and after clocking out. The uncompensated work includes, but is not limited to, undergoing COVID screenings and temperature checks, and answering work-related trivia questions.

4. In addition, due to staffing issues, I was regularly unable to take timely and off-duty meal and rest breaks during my employment. As a result, I believe I am owed meal and rest break premiums.

5. I also believe that I was underpaid overtime, meal and rest break premium pay, and sick pay wages. When I worked overtime and earned non-discretionary pay such as bonuses and commissions during the same workweek, Defendant did not include the additional pay in the calculation of my overtime rate. Similarly, when I earned meal and rest break premiums or sick pay and non-discretionary pay, Defendant paid my meal and rest break premium pay and sick pay wages at my base rate of pay.

6. As a result of the underpayment of wages, the wage statements I received did not show the correct rate of pay for overtime wages, meal and rest break premiums, and sick pay. The wage statements also did not identify the hourly rate of pay and number of hours worked for OvtAdjStr wages.

7. Defendant also required that I use my personal cell phone for work-related purposes; however, I was not reimbursed for such costs.

8. I understand that the class claims alleged in this action were brought on behalf of

1 other similarly situated employees, and that I am acting as a representative for the Class. As a
2 Class Representative, I understand that it is my responsibility to act in the Class's best interest
3 and not my own. I am not aware of any conflicts that exist between my interest and the interests
4 of the Class that would impair or affect my ability to serve as representative for the Class.

5 9. I have taken all necessary steps to represent the interests of the Class. I met with
6 my attorneys on various occasions to discuss the case. I also provided my attorneys with
7 documents and information related to my employment.

8 10. I am aware and have been aware from the inception of the case, that there is the
9 risk that if I do not win my case, then I could be liable for Defendant's litigation costs. I accepted
10 that risk in this case. I also understood that an individual case would have resolved much faster
11 than a class action and involved much less financial risk than a class action. As part of the
12 settlement, I also agreed to provide a general release of claims and waiver of the protections of
13 Civil Code § 1542, which I understand is a greater release than that provided by other class
14 members.

15 11. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
16 positive accomplishment and understand that other people will benefit because of the actions that
17 I have taken. I have reviewed the terms of the Joint Stipulation of Class Action and PAGA
18 Settlement and Release with my attorneys and I believe that the class settlement is fair, adequate,
19 and reasonable.

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

22 Executed on this ³⁰ day of August 2023, at San Francisco, California.

23 DocuSigned by:

24 *Kevin Johnson*

25 Kevin Johnson