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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 FINAL APPROVAL OF CLASS AND
 REPRESENTATIVE ACTION
 SETTLEMENT**

Date: January 18, 2024

Time: 9:00 a.m.

Dept.: 10A

Action Filed: January 26, 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. During the pendency of this lawsuit, I was required to provide assistance to my

1 attorneys, including meeting with them, regularly communicating with them, and providing them
2 with documents and information. I have continuously been kept apprised of the status of this
3 case.

4 9. Based on my understanding of the case, I am of the opinion that settlement for the
5 consideration and on the terms set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement and Release ("Settlement Agreement") are fair, reasonable, and adequate. I believe
7 the settlement is in the best interests of the Class.

8 10. I understand that the class claims alleged in this action were brought on behalf of
9 other similarly situated employees, and that I am acting as a representative for the Class. As a
10 Class Representative, I understand that it is my responsibility to act in the Class's best interest
11 and not my own. I am not aware of any conflicts that exist between my interest and the interests
12 of the Class that would impair or affect my ability to serve as representative for the Class.

13 11. I have and continue to be willing to assist in the investigation of this matter, as
14 well as make myself available for trial or any further proceeding in this matter as required to
15 represent the interests of the Class. I also understand my duties and responsibilities to the Class
16 and will carry out those duties as necessary.

17 12. I am aware and have been aware from the inception of the case, that there is the
18 risk that if I do not win my case, then I could be liable for Defendant's litigation costs. I accepted
19 that risk in this case. I also understood that an individual case would have resolved much faster
20 than a class action and involved much less financial risk than a class action.

21 13. I understood that filing this lawsuit is a public record. I further understood that,
22 because this lawsuit is a public record, it could and can adversely affect my ability to obtain
23 employment.

24 14. As part of the settlement, I also agreed to provide a general release of claims and
25 waiver of the protections of Civil Code § 1542, which I understand is a greater release than that
26 provided by other Class Members.

27 15. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
28 positive accomplishment and understand that other people will benefit because of the actions that

1 I have taken.

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

4 Executed on this 15 day of December 2023, at San Francisco, California.

DocuSigned by:

Kevin Johnson

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Kevin Johnson