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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 LARRY W. LEE 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 LARRY W. LEE

I, Larry W. Lee, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiffs Kevin Johnson, Jed Asis, and Justin Watson ("Plaintiffs"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. As detailed in the motion for preliminary approval, the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement") was the product of negotiation between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. Class Counsel engaged in extensive factual investigation before settling, including exchanging formal and informal discovery and reviewing class data and other information relevant to valuing this case. I support the settlement as fair, reasonable, and adequate, and in the best interest of the Class Members as a whole.

3. I was retained based upon a contingency fee arrangement wherein Plaintiffs' counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiffs failed to prevail on these cases, counsel for Plaintiffs would have spent a significant amount of time, money and other resources without any benefit or return. In addition, had Plaintiffs also failed to prevail in the present case, Defendant would have been able to seek costs in connection with their defense of the case.

4. My firm has incurred costs in the amount of \$25,187.97. The costs are all litigation related costs, including filing fees and mediation fees. Attached hereto as **Exhibit A** is copy of the costs my firm has incurred in connection with prosecution of this lawsuit.

5. I am one of the primary attorneys on this matter. My qualifications are as follows: I received my J.D. from Arizona State University College of Law in 2003. During law school, I was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated cum laude from Arizona State University College of Law in the top 10% of my class. While I was in law school, I was the Associate Managing Editor of the Arizona State University College of Law,

1 Law Journal. Upon graduation, I practiced law as an associate at the Los Angeles County offices
2 of Ogletree Deakins Nash Smoak & Stewart, P.C., a national employment defense law firm that
3 represents a significant number of Fortune 500 companies.

4 6. My firm's primary focus is employment law. I have handled a number of wage
5 and hour matters including class actions and multiple-plaintiff actions. I have a practice that
6 encompasses cases in the Los Angeles Superior Court, the Orange County Superior Court, Santa
7 Clara Superior Court, Monterey Superior Court, Sonoma Superior Court, San Francisco County
8 Superior Court, the San Diego County Superior Court, and the United States District Courts for
9 the Central, Eastern, Southern, and Northern Districts of California.

10 7. I have been named as class counsel in a number of class actions that have been
11 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
12 Francisco County, and other counties, and the United States District Court for the Central
13 District of California, including the following class actions: *Chan Lanier v. Citigroup, Inc. et al.*,
14 San Francisco Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*,
15 Orange County Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of
16 California Case No. CV 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange
17 County Superior Court, Judicial Council Coordination Proceeding No. 4480; *Hernandez v. CVS*
18 *Corp. et al.*, Judicial Council Coordination Proceeding No. 4539; *Padilla v. Safeway*, San Benito
19 County Superior Court Case No. CU-16-00182; *Valles v. Community Hospital of the Monterey*
20 *Peninsula*, Monterey County Superior Court Case No. 17CV003452; *DirecTv Wage and Hour*
21 *Cases*, Santa Clara Superior Court Judicial Council Coordination Proceeding No. 4850; *Perez v.*
22 *Standard Drywall, Inc.*, Alameda County Superior Court Case No. RG15761142; and *Davis v.*
23 *Nugget Market, Inc.*, Yolo County Superior Court Case No. CV-18-558.

24 8. I have no conflicts with the proposed cy pres recipient, Legal Aid at Work.

25 9. I support the settlement as fair, adequate, and reasonable especially when
26 considering the overwhelming positive result following the class notice process.

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

1 Executed on this 21st day of December 2023, at Los Angeles, California.

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EXHIBIT A

12/21/2023
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DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Johnson, Kevin v. Foot
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
65655	EXP	Olympia	1	75.00	75.00
1/13/2021		Court fees			
WIP		Johnson, Kevin v. Foot			
LWDA					
65970	EXP	Olympia	1	1677.68	1677.68
1/13/2021		Atty Service			
WIP		Johnson, Kevin v. Foot			
Attorney Service - COmplaint					
66100	EXP	Olympia	1	6.90	6.90
1/31/2021		Postage			
WIP		Johnson, Kevin v. Foot			
Postage					
66418	EXP	Olympia	1	52.70	52.70
2/9/2021		Atty Service			
WIP		Johnson, Kevin v. Foot			
Attorney Service - Summons					
66441	EXP	Olympia	1	65.50	65.50
2/22/2021		Atty Service			
WIP		Johnson, Kevin v. Foot			
Attorney Service - Complaint Service					
66557	EXP	Olympia	1	12.35	12.35
3/16/2021		Court fees			
WIP		Johnson, Kevin v. Foot			
OneLegal - POS					
67011	EXP	Olympia	17	0.25	4.25
3/31/2021		Photocopies			
WIP		Johnson, Kevin v. Foot			
Photocopies					
67012	EXP	Olympia	1	1.60	1.60
3/31/2021		Postage			
WIP		Johnson, Kevin v. Foot			
Postage					

12/21/2023
5:09 PM

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Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
66899 EXP 4/12/2021 WIP OneLegal - FAC	Erika Mejia Court fees Johnson, Kevin v. Foot	1	14.41	14.41
67412 EXP 6/1/2021 WIP OneLegal - Plaintiff's CMS	Erika Mejia Court fees Johnson, Kevin v. Foot	1	80.56	80.56
67436 EXP 6/3/2021 WIP OneLegal - CMS	Erika Mejia Court fees Johnson, Kevin v. Foot	1	81.33	81.33
67442 EXP 6/4/2021 WIP OneLegal - CMS	Erika Mejia Court fees Johnson, Kevin v. Foot	1	17.50	17.50
67560 EXP 6/10/2021 WIP OneLegal - CMS	Erika Mejia Court fees Johnson, Kevin v. Foot	1	17.50	17.50
67722 EXP 6/25/2021 WIP One Legal - Notice	Olympia Court fees Johnson, Kevin v. Foot	1	14.41	14.41
71889 EXP 6/1/2022 WIP Mark S. Rudy Mediation	Olympia Arbitrators Johnson, Kevin v. Foot	1	12500.00	12500.00
73369 EXP 10/13/2022 WIP Econ One	Olympia Experts Johnson, Kevin v. Foot	1	1587.93	1587.93
73534 EXP 11/8/2022 WIP Econ One	Olympia Experts Johnson, Kevin v. Foot	1	3903.08	3903.08
74028 EXP 11/29/2022 WIP Meal	Kristen Agnew Meals Johnson, Kevin v. Foot	1	41.29	41.29

12/21/2023
5:09 PM

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
73788	EXP	Olympia	1	3609.53	3609.53
12/8/2022		Experts			
WIP		Johnson, Kevin v. Foot			
Econ One					
75862	EXP	Olympia	1	208.09	208.09
7/20/2023		Atty Service			
WIP		Johnson, Kevin v. Foot			
Attorney Service - Joint Stip					
75863	EXP	Olympia	1	235.59	235.59
7/25/2023		Atty Service			
WIP		Johnson, Kevin v. Foot			
Attorney Service - FAC & NOE					
76154	EXP	Olympia	1	168.09	168.09
8/23/2023		Atty Service			
WIP		Johnson, Kevin v. Foot			
Attorney Service - Notice of Change					
76287	EXP	Erika Mejia	1	394.59	394.59
9/5/2023		Atty Service			
WIP		Johnson, Kevin v. Foot			
Attorney Service - MPA					
76292	EXP	Erika Mejia	1	168.09	168.09
9/11/2023		Atty Service			
WIP		Johnson, Kevin v. Foot			
Attorney Service - Amended Notice of MPA					
77015	EXP	Olympia	1	250.00	250.00
12/14/2023		Court fees			
WIP		Johnson, Kevin v. Foot			
MFA Filing Costs					
Grand Total					
			0.00		25187.97
			0.00		0.00
			0.00		25187.97