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SOUTHERN DISTRICT OF CALIF.
LOS ANGELES

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AUG 23 2005

CENTRAL DISTRICT OF CALIFORNIA
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1 Counsel for the parties in the above-entitled matter have submitted for the Court's
2 review a Revised Notice of Class Action Settlement. A copy of that Notice as revised is
3 attached hereto as Exhibit "A."

4 The Court having reviewed the Revised Notice of Settlement and having been
5 satisfied that the points addressed in its August 9, 2005, Order Conditionally and
6 Preliminarily Approving the Class Settlement have been incorporated, now issues the
7 following Order:

8 The Notice of Settlement as revised in the form attached as Exhibit "A," hereto, is
9 approved for use in this matter.

10 **IT IS SO ORDERED**

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12 DATED: 8/22, 2005

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16 R. GARY KLAUSNER
17 UNITED STATES DISTRICT JUDGE
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SCANNED

NOTICE OF CLASS ACTION; SETTLEMENT OF CLASS ACTION; OPPORTUNITY TO BE EXCLUDED FROM OR OBJECT TO THE SETTLEMENT; NOTICE OF HEARING FOR FINAL APPROVAL OF SETTLEMENT; CLAIM FORM; AND INSTRUCTIONS

TO: ALL PERSONS WHO WORKED FOR GENESCO, INC. AS A STORE MANAGER AND/OR ASSISTANT STORE MANAGER FOR JOURNEYS, JOURNEYS KIDS, UNDERGROUND STATION, JARMAN, HAT WORLD/LIDS, CAP CONNECTIONS, JOHNSTON & MURPHY OR DOCKER'S FOOTWEAR AT ANY TIME FROM OCTOBER 22, 2000 TO AUGUST 9, 2005.

RE: SETTLEMENT OF CLAIMS FOR UNPAID OVERTIME COMPENSATION, FAILURE TO PAY FOR OFF-THE-CLOCK WORK, FAILURE TO PROVIDE UNINTERRUPTED REST AND LUNCH PERIODS, AND PENALTIES AND INTEREST THEREON

Please Read This Notice Carefully
It May Affect Your Legal Rights

I. INTRODUCTION

This "NOTICE OF SETTLEMENT AND OPPORTUNITY TO 'OPT OUT' OF OR OBJECT TO SETTLEMENT" ("Notice") is to inform you that GENESCO, INC. ("Defendant" or "Genesco") has agreed to a proposed settlement to resolve an overtime pay class action lawsuit filed by Plaintiff Sarah Schreiner against Genesco claiming, *inter alia*, that Genesco erroneously failed to pay overtime to individuals working as Store Managers and/or Assistant Store Managers between October 22, 2000 through August 9, 2005. (the "Relevant Period" or "Class Period"), and failed to provide them uninterrupted rest and lunch periods, and to compensate "off-the-clock" hours worked.

This Notice is to inform you about:

- § the proposed settlement of this case and your approximate share of that settlement;
- § the opportunity to dispute Genesco's records regarding the dates of your employment;
- § the opportunity to exclude yourself from the proposed settlement class by "opting out";
- § the opportunity to file with the Court any objections you may have to the settlement, or to the Plan of Allocation, or to the Attorneys' Fees and Costs, or to the proposed Service Payment to the Class Representatives; and
- § the final approval hearing which is scheduled for October 21, 2005, at 9:00 a.m., before the Hon. R. Gary Klausner, United States District Judge for the Central District of California, which you may attend.

II. DESCRIPTION OF THE LAWSUIT

On October 22, 2000, Sarah Schreiner filed in the Superior Court for the State of California, County of Los Angeles in the Superior Court for the State of California, County of Los Angeles a proposed class action and representative action Complaint on behalf of herself and all other employees alleged to be similarly situated. The case was subsequently removed to the United States District Court for the Central District of California. The Complaint alleges, among other things, that individuals employed by Genesco as Store Managers and Assistant Store Managers in the State of California worked hours for which they were entitled to but were not paid overtime, that Store Managers and Assistant Store Managers were not provided meal and rest periods, and that managers performed certain duties "off the clock." The Complaint seeks recovery of overtime compensation and/or liquidated damages, penalties, injunctive relief, and attorneys' fees and costs.

Genesco denied and continues to deny the allegations in Plaintiffs' Complaint and contends that its policies and procedures regarding the payment of overtime to Store Managers and Assistant Store Managers were proper and in compliance with the law at all times, that rest and meal periods were provided its managers and that no duties were performed "off the clock." There has been no finding of any wrongdoing by Genesco, and the Court has not ruled on Plaintiffs' claims.

The parties have negotiated a proposed settlement. The parties believe that the settlement is fair, reasonable, and in the best interests of the Plaintiffs and the Settlement Class. Genesco negotiated and agreed to the settlement to avoid further litigation, and because it believed the settlement was fair and appropriate under the circumstances.

On August 9, 2005, the Court preliminarily approved the settlement. The Court also conditionally certified the following Settlement Class for the purpose of implementing the settlement:

All Store Managers and Assistant Store Managers employed by Genesco in the State of California between October 22, 2000 through the date of the preliminary approval, August 9, 2005.

This Notice was sent to you because Genesco's records indicate that you were employed as a Store Manager and/or Assistant Store Manager during the Relevant Period. This settlement may affect your rights.

III. SUMMARY OF YOUR OPTIONS

If you are a member of the Settlement Class you have several options. Before deciding what action, if any, you wish to take with respect to the settlement, you should read this Notice carefully.

- OPTION #1:** If you want to receive money from the Settlement Amount, you must **not** opt out of the class and you must submit a claim. To make a claim, you must fully complete the attached preprinted Class Action Settlement Claim Form, sign it, date it, and return the form by mail to the Claims Administrator at the address provided in Section VIII below so that it is postmarked no later than October 22, 2005. If you do not send in the Class Action Settlement Claim Form by October 22, 2005, you will not receive any payment for your claim.
- OPTION #2:** If you are a Class Member who does not opt out, you may object to the settlement or to the amount of attorneys' fees and costs or the plan of allocation or the Service Payment to the three Class Representatives by following the procedure set forth in Section XI below. **Such Objection(s) must be postmarked by October 7, 2005.**
- OPTION #3:** You may make a claim by submitting the Claim Form as directed in Option #1, and at the same time object to the settlement as directed in Option #2.
- OPTION #4:** You may choose to opt out of the settlement and this case. If you do so you (a) will not receive any money from the Settlement Amount; and (b) will not be bound by the judgment in this action. To opt out, you should follow the procedure in Section X below. **Requests to opt out must be postmarked by October 7, 2005.**

IV. TERMS OF THE SETTLEMENT

Genesco has agreed to pay a total of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000) (the "Settlement Amount") plus the employer's share of payroll taxes on amounts treated as wages to resolve all claims concerning overtime wages and any and all related wage and hour claims by Store Managers and Assistant Store Managers employed by Genesco between October 22, 2000 through August 9, 2005. The Court has preliminarily approved the Settlement, pending comment from Settlement Class Members. In exchange for the payment of the Settlement Amount by Genesco, Class Counsel will dismiss this action.

If approved by the Court, the proposed settlement will be binding on all Settlement Class Members. Any Settlement Class Member who does not timely "opt out" of the settlement will be barred from bringing any Released Claims against Genesco. In other words, if you participate in the settlement you will be agreeing to release any Released Claims you may have against Genesco in exchange for a settlement payment.

"Released Claims" means any and all claims or causes of action relating to wage and hour matters arising while employed by Genesco as a Store Manager and/or Assistant Store Manager during the period from October 22, 2000 through and including the date of Final Approval by the Court of the settlement, that were alleged, or could have been alleged, in the Civil Action, including but not limited to claims of unpaid overtime under state or federal law, failure to pay for off-the-clock work, penalties including, but not limited to, meal and rest period penalties and/or waiting time penalties, unfair competition regarding overtime practices for overtime wages, conversion, interest, or attorneys' fees. "Released Parties" means Genesco, Inc., and its parent companies, affiliated companies, subsidiaries, officers, directors, employees, shareholders, members, predecessors, successors and assigns, and insurers.

V. ATTORNEYS' FEES AND COSTS

Counsel for the Plaintiff ("Class Counsel") will apply to the Court for payment of reasonable attorneys' fees from the Settlement Amount. The amount of attorneys' fees will be subject to the Court's discretion, but in any event are not to exceed 33 1/3% of the settlement amount. Class Counsel will also seek reimbursement from the Settlement Amount of reasonable costs and expenses that they have incurred in connection with the prosecution of this action. Reasonable costs and expenses will be determined by application to the Court, but in any event will not exceed \$25,000.

VI. SERVICE PAYMENT TO CLASS REPRESENTATIVES

In recognition for their service to the Class, Class Counsel will apply to the Court for approval to pay the three Class Representatives a reasonable amount from the Settlement Amount as a service fee. The amount of the three Class Representative's enhancement will be subject to the Court's discretion, but in any event will not exceed \$7,500.

VII. PLAN OF ALLOCATION

Under the proposed Plan of Allocation, after resolution of any challenges, the balance of the Settlement Amount after payment of the Service Payment, fees and costs of notice and claims administration, attorneys' fees and litigation costs, will be disbursed to Settlement Class Members who do not "opt out" and who submit Valid Claim Forms on a pro rata basis in accordance with their number of hours worked as a Store Manager and/or Assistant Store Manager during the Relevant Period ("Plan of Allocation").

III. SUMMARY OF YOUR OPTIONS

If you are a member of the Settlement Class you have several options. Before deciding what action, if any, you wish to take with respect to the settlement, you should read this Notice carefully.

- OPTION #1:** If you want to receive money from the Settlement Amount, you must **not** opt out of the class and you must submit a claim. To make a claim, you must fully complete the attached preprinted Class Action Settlement Claim Form, sign it, date it, and return the form by mail to the Claims Administrator at the address provided in Section VIII below so that it is postmarked no later than October 22, 2005. If you do not send in the Class Action Settlement Claim Form by October 22, 2005, you will not receive any payment for your claim.
- OPTION #2:** If you are a Class Member who does not opt out, you may object to the settlement or to the amount of attorneys' fees and costs or the plan of allocation or the Service Payment to the three Class Representatives by following the procedure set forth in Section XI below. **Such Objection(s) must be postmarked by October 7, 2005.**
- OPTION #3:** You may make a claim by submitting the Claim Form as directed in Option #1, and at the same time object to the settlement as directed in Option #2.
- OPTION #4:** You may choose to opt out of the settlement and this case. If you do so you (a) will not receive any money from the Settlement Amount; and (b) will not be bound by the judgment in this action. To opt out, you should follow the procedure in Section X below. **Requests to opt out must be postmarked by October 7, 2005.**

IV. TERMS OF THE SETTLEMENT

Genesco has agreed to pay a total of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000) (the "Settlement Amount") plus the employer's share of payroll taxes on amounts treated as wages to resolve all claims concerning overtime wages and any and all related wage and hour claims by Store Managers and Assistant Store Managers employed by Genesco between October 22, 2000 through August 9, 2005. The Court has preliminarily approved the Settlement, pending comment from Settlement Class Members. In exchange for the payment of the Settlement Amount by Genesco, Class Counsel will dismiss this action.

If approved by the Court, the proposed settlement will be binding on all Settlement Class Members. Any Settlement Class Member who does not timely "opt out" of the settlement will be barred from bringing any Released Claims against Genesco. In other words, if you participate in the settlement you will be agreeing to release any Released Claims you may have against Genesco in exchange for a settlement payment.

"Released Claims" means any and all claims or causes of action relating to wage and hour matters arising while employed by Genesco as a Store Manager and/or Assistant Store Manager during the period from October 22, 2000 through and including the date of Final Approval by the Court of the settlement, that were alleged, or could have been alleged, in the Civil Action, including but not limited to claims of unpaid overtime under state or federal law, failure to pay for off-the-clock work, penalties including, but not limited to, meal and rest period penalties and/or waiting time penalties, unfair competition regarding overtime practices for overtime wages, conversion, interest, or attorneys' fees. "Released Parties" means Genesco, Inc., and its parent companies, affiliated companies, subsidiaries, officers, directors, employees, shareholders, members, predecessors, successors and assigns, and insurers.

V. ATTORNEYS' FEES AND COSTS

Counsel for the Plaintiff ("Class Counsel") will apply to the Court for payment of reasonable attorneys' fees from the Settlement Amount. The amount of attorneys' fees will be subject to the Court's discretion, but in any event are not to exceed 33 1/3% of the settlement amount. Class Counsel will also seek reimbursement from the Settlement Amount of reasonable costs and expenses that they have incurred in connection with the prosecution of this action. Reasonable costs and expenses will be determined by application to the Court, but in any event will not exceed \$25,000.

VI. SERVICE PAYMENT TO CLASS REPRESENTATIVES

In recognition for their service to the Class, Class Counsel will apply to the Court for approval to pay the three Class Representatives a reasonable amount from the Settlement Amount as a service fee. The amount of the three Class Representative's enhancement will be subject to the Court's discretion, but in any event will not exceed \$7,500 each.

VII. PLAN OF ALLOCATION

Under the proposed Plan of Allocation, after resolution of any challenges, the balance of the Settlement Amount after payment of the Service Payment, fees and costs of notice and claims administration, attorneys' fees and litigation costs, will be disbursed to Settlement Class Members who do not "opt out" and who submit Valid Claim Forms on a pro rata basis in accordance with their number of hours worked as a Store Manager and/or Assistant Store Manager during the Relevant Period ("Plan of Allocation").

VIII. CLAIMS PROCESS

Only if you submit a claim will you receive a share of the Settlement Amount. The exact amount of each individual settlement award will be calculated after all Class Action Settlement Claim Forms are received and all challenges are resolved.

The attached Class Action Settlement Claim Form sets forth the hours you worked as a Store Manager and/or Assistant Store Manager during the Relevant Period based on Genesco's records. If you believe in good faith that the hours you worked for Genesco as a Store Manager and/or Assistant Store Manager (excluding leaves of absence of more than thirty (30) continuous days) as shown on the Class Action Settlement Claim Form are incorrect, and you wish to challenge them, you must indicate on the Class Action Settlement Claim Form the hours you contend you worked as a Store Manager and/or Assistant Store Manager and attach all supporting documentation (such as pay stubs) that establish that the hours you indicate are correct. You must then sign the Class Action Settlement Claim Form under penalty of perjury and return the Class Action Settlement Claim Form to the *Schreiner v. Genesco* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177, **postmarked by October 22, 2005**.

If you sign and timely return a Class Action Settlement Claim Form with hours you propose you worked, Class Counsel and counsel for Genesco will review your evidence and Genesco records to determine the hours you worked as a Store Manager and/or Assistant Store Manager during the Relevant Period.

After reviewing your evidence and the Genesco records, Class Counsel and the attorneys for Genesco will determine the number of hours to be used in computing your settlement share. If Class Counsel and the attorneys for Genesco cannot agree, there is provision for the resolution of any disagreement through a review process. Your share may be increased or decreased as a result of this process. Once this process has been completed, the decision will be final.

IX. SETTLEMENT PAYMENTS

After all signed, timely submitted Valid Class Action Settlement Claim Forms are received and all challenges regarding hours worked are resolved, the Settlement Administrator will mail to you a check in the amount of your share of the Net Settlement Amount. This check will be in full and final settlement of any and all claims concerning overtime pay and related wage and hour claims, as a Store Manager and/or Assistant Store Manager for Defendant for the period October 22, 2000 through August 9, 2005, the date of Final Approval of this settlement. State and federal income taxes will be withheld from that portion of your settlement check representing overtime wages (35% of the amount), and you will receive an itemized listing of these deductions as with a payroll check. No tax withholdings or deductions will be taken from that portion of your settlement check representing penalties or interest (65% of the amount) and you will, instead, receive applicable 1099 forms regarding these portions of the payment as these portions are taxable. The back of the check will contain a legend confirming that you agree to release any Released Claims you have against Genesco in exchange for the settlement payment. You will not be able to cash the check without endorsing the check in the space following the legend. Whether or not you cash the settlement check, the settlement will be binding if you are a Settlement Class Member who does not opt out. If you do not cash your check within 120 days following the issuance of the check, your check will be void and the amount of your settlement will be reverted to Genesco. Even if you do not cash your check, you will be deemed to have waived irrevocably any right in or claim to your share of the Net Settlement Amount.

X. OPT-OUT PROCEDURE

You may choose not to participate in, and, instead, to "opt out" of, the settlement. If you opt out of this lawsuit and the settlement, (a) you will have no right to receive any money under the settlement in this case; (b) you will not be bound by the settlement in this lawsuit; and (c) you will not have, by this settlement, waived any right to bring a separate lawsuit against Genesco. If you opt out of this lawsuit and bring a separate lawsuit, you may lose your case and receive nothing. Alternatively, even if you prevail, you may obtain less money than you could get under this settlement. It may take several years to obtain any such money. To opt out, you must submit the attached Request for Exclusion Form stating that you want to opt out of this settlement to the *Schreiner v. Genesco* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177, **postmarked by October 7, 2005**.

XI. OBJECTIONS TO THE PROPOSED SETTLEMENT, OR THE PLAN OF ALLOCATION, OR ATTORNEYS' FEES, OR SERVICE PAYMENTS

If you believe that the proposed settlement should not be finally approved by the Court for any reason, or if you object to the Plan of Allocation, or to the attorneys' fees, or to the Service Payments, you can share your views with the Court. To do so, you must file an objection in writing with the *Schreiner v. Genesco* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177, **postmarked by October 7, 2005**, in which you state the basis of your objection, and you must send copies to Class Counsel and to Genesco's counsel at all of the following addresses:

To the Class Counsel:

Clay Robbins III, Esq.
Magana, Cathcart & McCarthy
1801 Avenue of the Stars, Suite 600
Los Angeles, CA 90067-5899

To the Defendant's Counsel:

Andrew C. Peterson
Morgan, Lewis & Bockius LLP
300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132

SCANNED

If you object to the settlement, but the Court nevertheless approves the settlement, you will be bound by the terms of the settlement in the same way as a Settlement Class Member who does not object.

XII. FINAL APPROVAL HEARING

A hearing will be held by the Court to consider: (1) final approval of the proposed settlement; (2) final approval of the Plan of Allocation; (3) Class Counsel's fee and cost application; (4) the proposed Service Payments to the Class Representatives; and (5) any objections that have been filed. This hearing is scheduled for October 21, 2005, at 9:00 a.m. in Courtroom 850, Eighth Floor of the United States District Court for Central District of California, located at 255 East Temple Street, Los Angeles, California 90012. Any attorney who will represent an individual objecting to the settlement must file a notice of appearance with the Court and serve such notice upon counsel for all parties on or before October 7, 2005. All objections or other correspondence must state the name and number of the case, which is Schreiner v. Genesco, Inc., CV 049765 RGK (RCx).

**XIII. FURTHER INFORMATION AND ADDRESS OF THE PLAINTIFFS' COUNSEL.
PLEASE DO NOT CALL OR CONTACT THE COURT.**

If you have any questions about the settlement, you may contact the Claims Administrator at 1-800-207-0343. You also may contact Class Counsel at the addresses or telephone number listed below:

Clay Robbins III, Esq.
Magana, Cathcart & McCarthy
1801 Avenue of the Stars, Suite 600
Los Angeles, CA 90067-5899
Telephone: (310) 553-6630

XIV. OBTAINING COPIES OF THE SETTLEMENT PLEADINGS

Settlement Class Members or their counsel may examine the file of this case at the Office of the Clerk of the United States District Court, Central District of California, which is located at 255 East Temple Street, Los Angeles, California 90012, or at Class Counsel's offices at the address shown in Section XIII above.

XV. IF THE SETTLEMENT IS NOT APPROVED

If the settlement is not approved by the Court, or if any of its material conditions are not satisfied, the proposed settlement will be voided, no money will be paid, and the case will revert to litigation. However, if that happens there is no assurance: (a) that any decision at trial would be in favor of Settlement Class Members; (b) that a favorable trial decision, if any, would be as favorable to the Settlement Class Members as this settlement; or (c) that any favorable trial decision would be upheld if an appeal was filed.

XVI. NO RETALIATION OR DISCRIMINATION

No adverse action will be taken against any individual who participates in this settlement.

XVII. NO COURT OPINION EXPRESSED AS TO THE MERITS OF THE CASE

On August 9, 2005, the Court preliminarily approved the settlement as fair and reasonable. The Court has expressed no opinion, however, regarding the merits of the Plaintiffs' claims or Genesco's liability.

XVIII. ADDRESS CHANGES

It is your responsibility to keep the Claims Administrator apprised of your correct address. Please sign and mail any change of address along with your Social Security number, date of birth, former address and new address to: *Schreiner v. Genesco* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177.

Dated: August 9, 2005

/s/ R. Gary Klausner
R. Gary Klausner
United States District Court Judge

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SCANNED

SARAH SCHREINER, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

GENESCO, INC.; and Does 1
through 100, inclusive,

Defendant.

Case No. CV 049765 RGK (RCx)

REQUEST FOR EXCLUSION FORM

THIS DOCUMENT MUST BE POST-MARKED NO LATER THAN 5:00 P.M. ON OCTOBER 7, 2005.
IT MUST BE SENT VIA FIRST-CLASS OR CERTIFIED OR REGISTERED MAIL, WITH RETURN
RECEIPT REQUESTED.

The undersigned was a Store Manager and/or Assistant Store Manager employed by Genesco, Inc. in California between October 22, 2000 and August 9, 2005. This document is notification that the undersigned has received notice of the proposed settlement in this action and wishes to be excluded from the class, and does not wish to participate in the proposed settlement.

Please mail this Exclusion Form, via First-Class or Certified or Registered Mail, Return Receipt Requested, to:

Schreiner v. Genesco Claims Administrator
c/o Rosenthal & Company LLC
P.O. Box 6177
Novato, CA 94948-6177

I understand that by excluding myself from the lawsuit: (a) I will have no right to receive any money in connection with the settlement of this lawsuit; and (b) I will not be bound by the settlement of the lawsuit.

Signature

Dated

Typed or Printed Name

Address

Email Address

City, State, Zip Code

Social Security Number

()
Area Code

Daytime Telephone Number

()
Area Code

Evening Telephone Number

Genesco Class Action Claims Administrator
 c/o Rosenthal & Company LLC
 P.O. Box 6177
 Novato, CA 94948-6177

SCANNED

SCHREINER, et al. v. GENESCO, INC. Case No. CV 049765 RGK (RCx)
 U.S. DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

CLASS ACTION SETTLEMENT CLAIM FORM

||||| Claim #: GEN-«Claim»-«CD»-«Seq» «MailRec» Name/Address Changes (if any):

«First1» «Last1» _____

«CO» _____

«Addr1» «Addr2» _____

«City», «St» «Zip» «Country» _____

Other/ Maiden Name (if any): _____

() _____ () _____
 Area Code Work Telephone Number Area Code Home Telephone Number

Email Address: _____

This Class Action Settlement Claim Form is to be used to claim a share in the settlement proceeds in the Class Action of *Schreiner, et al. v. Genesco, Inc.*, U.S. District Court for the Central District of California, Case No. CV 049765 RGK (RCx). Persons filing valid claims will be paid in ratio of their hours worked as a Store Manager and Assistant Store Manager to the total number of hours worked by Store Managers and Assistant Store Managers in California during October 22, 2000 to August 9, 2005.

If you believe that you were employed in California by Journeys, Journeys Kids, Underground Station, Jarman, Hat World/Lids, Cap Connections, Johnston & Murphy or Docker's Footwear in the position of STORE MANAGER and/or ASSISTANT STORE MANAGER, for any period of time between October 22, 2000 and August 9, 2005, and wish to make a claim, you must complete this Claim Form and return it to the Claims Administrator at the address set forth below. **Submission of a claim form will waive any and all claims against Genesco for unpaid overtime, rest and meal period penalties, unpaid "off-the-clock" work, waiting time penalties and associated penalties and interest for the above time period. This claim is, in part, for wages owed, and a portion will be subject to the normal withholding of payroll taxes.**

Genesco Class Action Claims Administrator
 c/o Rosenthal & Company LLC
 P.O. Box 6177
 Novato, CA 94948-6177
 Telephone Number: 1-800-207-0343
 Facsimile: (415) 382-6565

ONLY THOSE CLAIM FORMS RECEIVED BY THE CLAIMS ADMINISTRATOR AND POST MARKED BY OCTOBER 22, 2005 WILL BE VALID. IN ADDITION, CLAIM FORMS MUST BE COMPLETELY FILLED OUT TO BE VALID. ONLY VALID CLAIM FORMS WILL BE PROCESSED.

You will not receive any acknowledgement of receipt from the Claims Administrator. If you want a receipt, you must send the claim to the Claims Administrator by certified mail.

Genesco payroll records indicate that you worked the following number of hours as a STORE MANAGER during the years indicated:

2000: <SM00>	2002: <SM02>	2004: <SM04>
2001: <SM01>	2003: <SM03>	2005: <SM05>

Genesco payroll records indicate that you worked the following number of hours as an ASSISTANT STORE MANAGER during the years indicated:

2000: <ASM00>	2002: <ASM02>	2004: <ASM04>
2001: <ASM01>	2003: <ASM03>	2005: <ASM05>

If you disagree, set forth the dates that you WORKED as a STORE MANAGER and/or ASSISTANT STORE MANAGER in California for Genesco, Inc. and the store numbers at which you were employed during the class period of OCTOBER 22, 2000 to August 9, 2005, 2005. When sending this Form to the Case Administrator, **provide any documentation, for example, pay stubs, you have to support your claim.** Any conflicts will be resolved by the parties pursuant to the Settlement Agreement filed with the Court.

SCANNED

Should you have any questions regarding completion of this form or the time periods worked by you during the class period, you may contact the Claims Administrator.

Dates worked as a STORE MANAGER

From _____ to _____ at Store # _____.

From _____ to _____ at Store # _____.

From _____ to _____ at Store # _____.

From _____ to _____ at Store # _____.

From _____ to _____ at Store # _____.

Dates worked as an ASSISTANT STORE MANAGER

From _____ to _____ at Store # _____.

From _____ to _____ at Store # _____.

From _____ to _____ at Store # _____.

From _____ to _____ at Store # _____.

From _____ to _____ at Store # _____.

Taxpayer Identification Number Certification - Substitute IRS Form W-9

Enter your Social Security Number (SSN):

SSN: _____ -- _____ -- _____

Print name as shown on your income tax return if different from «First!» «Last!»: _____

Under penalties of perjury, I certify that:

1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien). Please Check one: ☐ Yes ☐ No

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

I understand that this Claim Form is being submitted under the terms of the Proposed Settlement described in the NOTICE OF CLASS ACTION SETTLEMENT AND OPPORTUNITY TO "OPT OUT" OR OBJECT TO SETTLEMENT. I submit to the jurisdiction of the U.S. District Court for the Central District of California, with respect to my claim as a class member and for the purposes of enforcing the release of claims set forth in the Settlement Agreement. The full and precise terms of the proposed settlement are contained in the "Settlement Agreement" filed with the Court. I further acknowledge that to the extent that I submit a Claim Form, I will be bound by and subject to the terms of any judgment that may be entered in this class action.

Upon my receipt of my share of the settlement proceeds, I hereby release Genesco, Inc., and its affiliates, employees, agents, and attorneys, from any and all claims and causes of action set forth in the Complaint.

Date: _____, 2005.

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

Printed Name of Claimant

Signature of Claimant