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10 Attorneys for Joshua Thompson,
11 individually and on behalf of all others similarly situated

12 **IN THE SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF SHASTA**

14 JOSHUA THOMPSON, individually and on
15 behalf of all others similarly situated,

16 Plaintiff(s),

17 v.

18 FROZEN GOURMET, INC.; and DOES 1
19 through 100,

20 Defendant(s).

Case No. CVCV21-0198322

**SUPPLEMENTAL DECLARATION OF
KEVIN LEE REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: January 30, 2023

Time: 8:30 a.m.

Department: 8

SUPPLEMENTAL DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Thompson v. Frozen Gourmet, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. I submit this declaration to the Court to provide further clarification on typographical errors as addressed in the Court’s December 19, 2022 Tentative Ruling.

3. In section three (3) of my November 23, 2022 declaration, I inadvertently listed the Class List as inclusive of one thousand nine hundred eighty-three (1,983) unique individuals. I hereby confirm and correct the Class List included only twenty-five (25) Class Members to whom Notice was mailed.

4. The Court also notes an issue regarding calculation of the Escalator Clause in section twelve (12). I understand the verbiage used in my previous declaration may have resulted in a seeming oversimplification of the Escalator Clause calculation. Pursuant to the Settlement, and as reviewed and approved by Counsel in advance of mailing, the Escalator calculation was completed as follows: the total number of Workweeks represented by defendant was one thousand three hundred fifty (1,350). The Settlement allows for up to ten percent (10%) increase over the represented workweeks, which equates to a maximum of one thousand four hundred eighty-five (1,485) workweeks (1,350 *times 10% equals* [135] *plus* 1,350). The actual number of weeks worked by all twenty-five (25) Class Members was one thousand seven hundred seventy-four and twenty-five hundredths (1,774.25). Because the number of workweeks exceeded the ten percent (10%) allowance cap of one thousand four hundred eighty-five (1,485), the Escalator Clause was triggered. To calculate the proportionate dollar-increase to the Settlement Fund, the maximum number of workweeks (1,485) was subtracted from the actual number of workweeks (1,774.25), resulting in two hundred eighty-nine and twenty-five hundredths (289.25) workweeks over the cap (1,774.25 *less* 1,485). To calculate the percent overage, two hundred eighty-nine and twenty-five hundredths (289.25) workweeks was divided by the maximum number of workweeks (1,485), resulting in a percent increase to the Settlement Fund

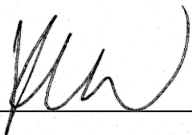
1 of 19.48% (289.25 *divided by* 1,485). Further, the calculated increase to the Settlement Fund equates
2 to an increase of \$35,060.61 (19.48% *times* original Settlement Fund, \$180,000). Finally, the
3 increased Settlement Fund was \$215,060.61 (\$180,000 *plus* \$35,060.61).

4 5. Pursuant to the Settlement, Class Counsel's requested attorneys' fees are not to exceed
5 thirty-five percent of the Settlement Fund. Because the Settlement Fund was increased by \$35,060.61
6 due to the Escalator Clause, Class Counsel's requested attorney fees were recalculated to account for
7 thirty-five percent of the increased Settlement Fund, or \$75,271.21 (35% *times* \$215,060.61).

8 6. Furthermore, in section thirteen (13) of my November 23, 2022 declaration, I
9 inadvertently misrepresented the additional requested Class Counsel fee increase (totaling
10 \$12,271.21) instead of listing Class Counsel's requested cost reimbursement amount. I confirm that
11 Class Counsel seeks cost reimbursement totaling \$10,741.49, and that the same figure was used to
12 calculate all other amounts listed therein. The remainder of the figures in sections thirteen (13)
13 regarding the Net Settlement Fund of \$106,552.91, in addition to the average, high, and low payment
14 estimates provided in section fourteen (14) remain correct as previously reported. Plaintiff's estimated
15 recovery is \$608.96.

16
17 I declare under penalty of perjury of the laws of the State of California that the foregoing is
18 true and correct.

19
20 Executed on January 11, 2023, at Orange, California.

21
22
23 A handwritten signature in black ink, appearing to read 'Kevin Lee', is written over a horizontal line.

24 KEVIN LEE