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7 Attorneys for Plaintiff
Joshua Thompson individually
8 and on behalf of all similarly situated employees
9

10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF SHASTA

12 JOSHUA THOMPSON, individually and on
13 behalf of all similarly situated employees

14 Plaintiff(s),

15 v.

16 FROZEN GOURMET, INC., a California
Corporation; and DOES 1 to 100, inclusive,

17 Defendants.
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NO. SCRDCVC21-0198322

**SUPPLEMENTAL DECLARATION OF
JOSHUA THOMPSON IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Assigned to Hon. Tamara L. Wood

Date.: January 30, 2023
Time: 8:30 AM
Dept: Dept. 8
Action Filed: October 6, 2021

SUPPLEMENTAL DECLARATION OF JOSHUA THOMPSON

I, Joshua Thompson, declare as follows:

1. I am an individual over the age of 18 and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant Frozen Gourmet, Inc., ("Defendants") from about June 9, 2021 to August 19, 2021. I worked as a non-exempt employee.

3. I allege that Defendant, as a matter of its corporate policy and procedure, violated the Labor Code by its uniform policy of: (1) failing to provide off-duty meal and rest breaks; (2) failing to pay minimum and/or overtime wages for all hours worked, by virtue of a non-neutral rounding policy; (3) failing to reimburse employees for all business-related expenses, including the costs associated with use of their personal cell phone; and (4) failing to provide accurate and complete wage statements.

4. I discussed the facts and theories of this case with my attorneys on numerous occasions, provided documents and information, and reviewed the Joint Stipulation.

5. I took significant risks, both professionally and monetarily, in acting as the Class Representatives and seeking benefits on behalf of the class.

- a. If I lost my case, I may be forced to pay some of Defendant's legal fees;
- b. I knew my name would become associated with this case, and a diligent employer would know I sued a previous employer after a background check; this may make it more difficult for me to obtain employment in the future if I am branded as a litigious employee;
- c. I could have incurred costs, which would have been unrecoverable had I lost this case;
- d. Notwithstanding those risks, I brought this case to seek justice for myself and others.

6. It was possible that I would be forced to pay the fees and costs of Defendant, had I not prevailed in this action.

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

8 Executed on this 17th day of January 2023, at Anderson, California.

DocuSigned by:

[Signature]

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Joshua Thompson