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Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

DESTINY KING, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AMF FOODS SPE LLC, a Delaware
limited liability company; F & H PIZZA
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 25CU010664C

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) FAILURE TO PAY WAGES;**
- (2) VIOLATION OF LABOR CODE §§ 201-203;**
- (3) VIOLATION OF LABOR CODE § 226(a);**
AND
- (4) VIOLATION OF BUSINESS &
PROFESSIONS CODE § 17200, *ET SEQ.*;**
AND
- (5) VIOLATION OF THE LABOR CODE §
2698, *ET SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Destiny King (“Plaintiff”) hereby submits this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants AMF Foods SPE LLC and
3 F & H Pizza Inc. and Does 1 through 50 (hereinafter, collectively referred to as “Defendants”),
4 on behalf of herself and all other similarly situated current and former employees of Defendants,
5 for penalties and/or damages for violations of the California Labor Code and California Business
6 and Professions Code, as follows:

7 **INTRODUCTION**

8 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
9 204, 212, 213, 226, 510, 558, 1194, 1197, 1197.1, and 2698 *et seq.*, the applicable Wage Orders
10 of the California Industrial Welfare Commission (“IWC”), and Business and Professions Code §
11 17200, *et seq.* (“UCL”).

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code and the UCL against individuals who worked for
14 Defendants.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by: (1) failing to pay minimum, regular, and overtime
18 wages for all hours worked; (2) failing to pay all wages owed at separation of employment; (3)
19 issuing payment of wages to employees in the form of a paycard without written authorization or
20 consent; (4) failing to provide accurate itemized wage statements; and (5) engaging in Unfair
21 Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC
22 Wage Orders.

23 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 have engaged in, among other things a system of willful violations of the California Labor Code
25 and the UCL by creating and maintaining policies, practices, and customs that knowingly deny
26 employees the above stated rights and benefits.

27 5. The policies, practices, and customs of Defendants described above and below
28 have resulted in unjust enrichment of Defendants and an unfair business advantage over

businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-204, 212, 213, 226, 510, 558, 1194, 1197, 1197.1, and 2698 *et seq.*, the applicable Wage Orders of the IWC, and the UCL.

7. Venue is proper because Defendants do business in San Diego County and maintain a business location in San Diego County.

PARTIES

8. Plaintiff is a former employee of Defendants. Plaintiff was employed by Defendants as an hourly, non-exempt employee from about August 2023, to on or about January 9, 2025.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201-204, 212, 213, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698 *et seq.*, the applicable Wage Orders of the IWC, and the UCL.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant AMF Foods SPE LLC is a Delaware limited liability company in the quick service restaurant business and maintains operations in the State of California, including the County of San Diego.

11. Plaintiff is informed and believes, and based thereon alleges, that Defendant F & H Pizza Inc. is a California corporation that operates pizza restaurants and maintains operations in the State of California, including the County of San Diego.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants and Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code §§ 201-204, 212, 213, 226, 510, 558, 1194, 1197, 1197.1, and 2698 *et seq.*, the applicable Wage Orders of the IWC, and the UCL.

1 12. Plaintiff does not know the true names or capacities, whether individual, partner,
2 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
3 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
4 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
5 based thereon alleges that each of said fictitious defendants was responsible in some way for the
6 matters alleged herein and proximately caused Plaintiff, the Class, and members of the general
7 public to be subject to the illegal employment practices, wrongs, and injuries complained of
8 herein.

9 13. At all times herein mentioned, each of said Defendants participated in the doing
10 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
11 Defendants, and each of them, were the agents, servants, and employees of each of the other
12 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
13 acting within the course and scope of said agency and employment.

14 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
15 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
16 joint venturer of, or working in concert with each of the other co-Defendants and was acting
17 within the course and scope of such agency, employment, joint venture, or concerted activity. To
18 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
19 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
20 Defendants.

21 15. At all times herein mentioned, Defendants, and each of them, were members of,
22 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
23 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

24 16. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
27 herein mentioned, Defendants, and each of them, ratified each and every act or omission
28 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and

1 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
2 damages as herein alleged.

3 **CLASS ACTION ALLEGATIONS**

4 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
5 California Code of Civil Procedure § 382. Plaintiff proposes the following class of all current
6 and former non-exempt employees of Defendants in the State of California who were paid wages
7 at any time from February 27, 2021, through the present (the “Class” or “Class Members”).
8 Plaintiff further proposes the following subclass:

9 a. All former employees of Defendant F & H Pizza Inc. in the State
10 of California whose employment was separated for any reason (voluntary or involuntary), and
11 who were paid wages via a paycard without their written authorization or consent, at any time
12 from February 27, 2022, through the present (the “F & H Paycard Subclass”).

13 18. **Numerosity and Ascertainability:** The members of the Class are so numerous
14 that joinder of all members would be impractical, if not impossible. The identities of the
15 members of the Class are readily ascertainable by review of Defendants’ records, including
16 payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants:
17 (a) failed to pay all minimum, regular, and overtime wages for all hours worked, in violation of
18 Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) issued payment of wages to
19 employees in the form of a paycard without written authorization or consent, in violation of
20 Labor Code §§ 201-203, 212, and 213; (c) failed to provide accurate itemized wage statements,
21 in violation of Labor Code § 226; and (d) engaged in Unfair Business Practices in violation of
22 the UCL, the California Labor Code, and the applicable IWC Wage Orders.

23 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
24 necessary steps to represent fairly and adequately the interests of the Class defined above.
25 Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and
26 the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class
27 actions in the past and currently have a number of wage-and-hour class actions pending in
28 California state and federal courts.

1 20. Defendants uniformly administered a corporate policy, practice of: (a) failing to
2 pay all minimum, regular, and overtime wages for all hours worked, in violation of Labor Code
3 §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) issuing payment of wages to employees in the
4 form of a paycard without written authorization or consent, in violation of Labor Code §§ 201-
5 203, 212, and 213; (c) failing to provide accurate itemized wage statements, in violation of Labor
6 Code § 226; and (d) engaging in Unfair Business Practices in violation of the UCL, the
7 California Labor Code, and the applicable IWC Wage Orders.

8 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
9 a consistent and uniform policy, practice and procedure of willfully failing to comply with
10 California Labor Code §§ 201-204, 212, 213, 226, 510, 558, 1194, 1197, and 1197.1, the
11 applicable Wage Orders of the IWC, and the UCL.

12 22. **Common Question of Law and Fact:** There are predominant common questions
13 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
14 concerning Defendants' policy and practice of: (a) failing to properly pay minimum, regular, and
15 overtime wages for all hours worked, in violation of Labor Code §§ 201-204, 510, 558, 1194,
16 1197, and 1197.1; (b) issuing payment of wages to employees in the form of a paycard without
17 written authorization or consent, in violation of Labor Code §§ 201-203, 212, and 213; (c) failing
18 to provide accurate itemized wage statements, in violation of Labor Code § 226; and (d)
19 engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and
20 the applicable IWC Wage Orders.

21 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
22 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
23 as the Class Members. As with all other non-exempt employees in the State of California,
24 Plaintiff was not paid wages for time spent working off-the-clock. This included activities
25 performed in connection with opening and closing procedures for the stores, such as
26 disarming/arming the store alarm and unlocking/locking the doors. Although Defendants
27 required employees to complete said opening and closing procedures, Plaintiff and other
28 employees were not paid any applicable minimum wages and/or overtime for this time.

Furthermore, during her employment, Plaintiff was paid wages via a paycard. Plaintiff did not give written authorization to receive her wages through a paycard. The paycard required Plaintiff to incur fees to use, was not fully cashable, and not usable at all financial institutions. Plaintiff has been unable to access all the monies contained on the paycard. As such, Plaintiff has not been paid all final wages due upon termination. As a result of the underpayment and/or non-payment of wages, the wage statements issued to Plaintiff and other employees displayed inaccurate number of hours worked, total hours worked, and gross and net wages earned, in violation of Labor Code section 226(a). Therefore, Plaintiff is a member of the Class and has suffered the alleged violations of Labor Code §§ 201-204, 212, 213, 226, 510, 558, 1194, 1197, and 1197.1, the applicable Wage Orders of the IWC, and the UCL.

24. The California Labor Code and upon which Plaintiff bases these claims are broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

25. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

26. The prosecution of separate actions by the individual Class Members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect

1 to individual Class Members against the Defendants and which would establish potentially
2 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
3 individual Class Members which would, as a practical matter, be dispositive of the interest of the
4 other Class Members not parties to the adjudications or which would substantially impair or
5 impede the ability of the Class Members to protect their interests. Further, the claims of the
6 individual members of the Class are not sufficiently large to warrant vigorous individual
7 prosecution considering all of the concomitant costs and expenses.

8 27. Such a pattern, practice, and uniform administration of corporate policy regarding
9 illegal employee compensation described herein is unlawful and creates an entitlement to
10 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages,
11 applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
12 California Labor Code §§ 201-204, 218.5, 226, 510, 558, 1194, 1197, 1197.1, and 2698 *et seq.*,
13 and Code of Civil Procedure § 1021.5.

14 28. Proof of a common business practice or factual pattern, which the named Plaintiff
15 experienced and is a representative of, will establish the right of each of the members of the
16 Class to recovery on the causes of action alleged herein.

17 29. The Class is commonly entitled to a specific fund with respect to the
18 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
19 restitution of those funds being improperly withheld by Defendants. This action is brought for
20 the benefit of the entire class and will result in the creation of a common fund.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES**

23 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

24 30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
25 though fully set forth herein.

26 31. This cause of action is brought pursuant to California Labor Code §§ 201-204,
27 510, 558, 1194, 1197, and 1197.1. The California Labor Code requires an employer to pay
28 employees minimum and regular wages for all hours worked fewer than eight hours in a day

1 and/or fewer than 40 hours in a workweek. The California Labor Code also requires an employer
2 to pay employees overtime wages for all hours worked greater than eight hours in a day and/or
3 greater than 40 hours in a workweek.

4 32. As a pattern and practice, Defendants suffered and permitted Plaintiff and Class
5 Members to perform work off-the-clock, without payment of minimum and regular wages for all
6 hours worked in a workday and workweek, and without payment of overtime wages for all hours
7 worked greater than eight hours in a day and/or greater than 40 hours in a workweek.

8 33. Specifically, Defendants required Plaintiff and Class members to perform opening
9 and closing procedures off-the-clock, including but not limited to, unlocking the doors and
10 disarming the store alarm before clocking-in and arming/setting the store alarm and locking the
11 doors after clocking-out. Plaintiff and Class members did not receive the payment of wages for
12 such time.

13 34. Plaintiff is informed and believes and based thereon alleges that Defendants
14 willfully failed to pay Plaintiff and Class Members wages due and owing to them. Plaintiff is
15 informed and believes and based thereon alleges that Defendants' willful and intentional failure
16 to provide wages due and owing to Class Members resulted in continued payment of wages up to
17 thirty (30) days from the time the wages are due. Therefore, all members of the Class who have
18 separated from employment are entitled to compensation as per Labor Code § 203.

19 35. Such a pattern, practice, and uniform administration of corporate policy regarding
20 illegal employee compensation as described herein is unlawful and creates an entitlement to
21 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
22 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
23 to the mandate of California Labor Code §§ 201-204, 218.6, 1194, 1197, and 1197.1.

24 **SECOND CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE §§ 201-203**

26 **(BY PLAINTIFF AND THE F & H PAYCARD SUBCLASS AGAINST ALL**
27 **DEFENDANTS)**

28 36. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as

1 though fully set forth herein.

2 37. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
3 in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue
4 as a penalty from the due date, and at the same rate until paid, but the wages shall not continue
5 for more than thirty (30) days.

6 38. Labor Code § 201 provides if an employer discharges an employee, the wages
7 earned and unpaid at the time of discharge are due and payable immediately.

8 39. Labor Code § 202 provides that an employee is entitled to receive all unpaid
9 wages no later than 72 hours after an employee quits his or her employment, unless the employee
10 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
11 employee is entitled to his or her wages at the time of quitting.

12 40. Defendants paid wages to Plaintiff and Class members via a paycard. Plaintiff
13 and Class members did not give authorization or consent to receive wages through issuance of a
14 paycard. As alleged herein, the paycard required Plaintiff and Class members to incur fees to
15 use, was not fully cashable, and not usable at all financial institutions. Thus, the paycard did not
16 actually compensate separated employees for all wages owed. As such, Plaintiff and Class
17 members have not been paid all final wages due upon termination.

18 41. Defendants willfully failed to pay Plaintiff and Class members all their wages
19 due, as alleged hereinabove and hereinafter, upon the termination of their employment within the
20 times prescribed by Labor Code §§ 201 and 202 and are therefore subject to a waiting time
21 penalty. Plaintiff and Class members are entitled to recover from Defendants the statutory
22 penalty for each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day
23 maximum pursuant to California Labor Code § 203.

24 **THIRD CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 226**

26 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

27 42. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
28 though fully set forth herein.

1 43. Defendants, as a matter of policy and practice, intentionally failed to provide
2 accurate records to Plaintiff and the Class, in violation of Labor Code § 226.

3 44. Plaintiff and the Class were paid hourly. As such, the wage statements issued to
4 these employees should have reflected all applicable hourly rates in effect during the pay period,
5 the corresponding number of hours worked at each hourly rate, the total hours worked, and the
6 gross and net wages earned.

7 45. As a result of the intentional underpayment/non-payment of wages alleged above,
8 the wage statements provided to Plaintiff and the Class did not accurately identify the correct
9 applicable hours worked at each hourly rate, the total hours worked, and gross and net wages
10 earned, in violation of Labor Code § 226.

11 46. Such a pattern, practice, and uniform administration of corporate policy as
12 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class
13 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
14 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
15 California Labor Code § 226.

16 **FOURTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

18 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

19 47. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
20 though fully set forth herein.

21 48. Defendants have engaged and continue to engage in unfair and unlawful business
22 practices in California by practicing, employing, and utilizing the employment practices outlined
23 above, including by failing to pay all minimum, regular, and overtime wages for all hours
24 worked, in violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1.

25 49. Defendants' utilization of such unfair and unlawful business practices constitutes
26 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

27 50. Plaintiff seeks, individually and on behalf of other members of the Class, full
28 restitution of monies, as necessary and according to proof, to restore any and all monies

1 withheld, acquired and/or converted by the Defendants by means of the unfair practices
2 complained of herein.

3 **FIFTH CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

5 **(BY PLAINTIFF AS A PROXY FOR THE STATE AND AGGRIEVED EMPLOYEES**
6 **AGAINST ALL DEFENDANTS)**

7 51. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
8 though fully set forth herein.

9 52. Plaintiff brings this cause of action as a proxy for the State of California and in
10 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California
11 from January 15, 2024, through the present, for Defendants' violations of Labor Code §§ 201-
12 204, 212, 213, 226, 510, 558, 1194, 1197, and 1197.1, arising from Defendants' policy and
13 practice of: (a) failing to properly pay minimum, regular, and overtime wages for all hours
14 worked, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) issuing
15 payment of wages to employees in the form of a paycard without written authorization or
16 consent, in violation of Labor Code §§ 201-204, 212, and 213; (c) failing to provide accurate
17 itemized wage statements, in violation of Labor Code § 226.

18 53. On or about January 15, 2025, Plaintiff sent written notices to the Labor &
19 Workforce Development Agency ("LWDA") of specific facts and theories for Defendants'
20 above violations. Plaintiff simultaneously sent written notices to Defendants via certified mail.

21 54. As of the date of the filing of this Complaint, the LWDA has not responded to
22 Plaintiff's written notices nor indicated that it intends to investigate the Labor Code violations
23 provided for in the written notices.

24 55. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
25 applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 212, 213, 226,
26 510, 558, 1194, 1197, 1197.1, and 2698 *et seq.*, for the time period described above, on behalf of
27 herself and other Aggrieved Employees.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf
3 this suit is brought against Defendants, jointly and severally, as follows:

- 4 1. For an order certifying the proposed Class;
- 5 2. For an order appointing Plaintiff as the representative of the Class as described
6 herein;
- 7 3. For an order appointing counsel for Plaintiff as class counsel;
- 8 4. Upon the First Cause of Action, for damages and/or penalties pursuant to statute
9 as set forth in Labor Code §§ 201-204, 218.5, 510, 558, 1194, 1197, and 1197.1, and for costs
10 and attorneys' fees;
- 11 5. Upon the Second Cause of Action, for damages or penalties pursuant to Labor
12 Code §§ 201-203, and for costs and attorneys' fees;
- 13 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute
14 as set forth in Labor Code § 226, and for costs and attorneys' fees;
- 15 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
16 affected members of the general public of all funds unlawfully acquired by Defendants by means
17 of any acts or practices declared by this Court to be in violation of Business and Professions
18 Code § 17200, *et seq.*;
- 19 8. Upon the Fifth Cause of Action, for the full amount of penalties pursuant to
20 California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;
- 21 9. On all causes of action for attorneys' fees and costs as provided by California
22 Labor Code §§ 218.5, 226, 1194, and 2699, and Code of Civil Procedure § 1021.5; and
- 23 10. For such other and further relief the Court may deem just and proper.
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27
28

1 DATED: May 5, 2025

DIVERSITY LAW GROUP, P.C.

2
3 By: /s/ Mai Tulyathan

4 Larry W. Lee

Mai Tulyathan

5 Attorneys for Plaintiff, the Class, and Aggrieved
6 Employees

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
9 Los Angeles, California 90071.

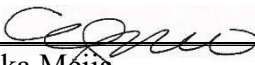
10 On May 5, 2025, I served the following document(s) described as: **FIRST AMENDED**
11 **CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this
12 action as follows:

13 F & H PIZZA INC.
14 c/o Dave Moore
4473 Cochran Street
Simi Valley, CA 93063
Authorized Agent for Service of Process

AMF FOODS SPE LLC
c/o Andrew Feghali
9720 Mission Gorge Road, Suite C
Santee, CA 92071
Authorized Agent for Service of Process

15 X BY MAIL: by placing _____ the original or X a true and correct copy
16 thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the
17 attached mailing list. I am readily familiar with the firm's practice for collection and processing
18 of correspondence and other materials for mailing with the United States Postal Service. On this
19 date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for
20 collection and mailing on this date at the address above following our office's ordinary business
practices. The envelope(s) will be deposited with the United States Postal Service on this date,
in the ordinary course of business.

21 I declare under penalty of perjury under the laws of the State of California that the above
22 is true and correct. Executed on May 5, 2025, at Los Angeles, California.

23 
24 Erika Méjia