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FILED
San Diego Superior Court
OCT 27 2026
Clerk of the Superior Court
By: B. Orihuela, Deputy

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

(Assigned to the Hon. Wendy M. Behan, Dept. C-66)

***AMENDED* [~~PROPOSED~~] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Date: October 23, 2026
Time: 10:15 a.m.
Dept.: C-66

Action Filed: February 27, 2025
Trial Date: None Set

Plaintiff Destiny King's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement was filed with the Court on October 1, 2026, and a hearing was held before this Court on October 23, 2026.

The Court has considered the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement") and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. This Court grants preliminary approval of the Settlement Agreement between Plaintiff and Defendants AMF Foods SPE LLC and F & H Pizza Inc. (together, "Defendants") filed herewith. The Settlement Agreement appears to be fair, adequate, and reasonable to the Class;

2. Plaintiff and Defendants (hereafter, "Settling Parties"), through their counsel of record in the Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

3. The Court hereby conditionally certifies the following class for settlement purposes only:

> All current and former non-exempt employees of Defendants AMF Foods SPE LLC and F&H Pizza Inc. who were paid wages at any time from February 27, 2021, to January 28, 2025 (the "Settlement Class").

Should for whatever reason the Settlement Agreement not become Final, the fact that the Parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall have no bearing on, or be admissible in connection with, the Litigation or the issue of whether a class should be certified in a non-settlement context.

4. The Court appoints and designates: (a) Plaintiff Destiny King as the Class Representative and (b) Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C. as Class Counsel for the Settlement Class. Class Counsel is authorized to act on behalf of the Settlement Class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own

counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

5. The Court hereby approves the terms and conditions provided for in the Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It also appears that investigation, research, and court proceedings have been conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Litigation. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

6. The Court hereby grants approval of the PAGA Payment pursuant to California Labor Code § 2698, *et seq*. The Court finds that the PAGA Payment is in all respects adequate considering the purposes and provisions of the PAGA.

7. A final fairness hearing on the question of whether the proposed Settlement Agreement, the allocation of payments to Participating Class Members, attorneys' fees and costs to Class Counsel, and the Class Representative Service Award should be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set for **April 2, 2027**, at **10:15 a.m.** in this Court.

8. The Court hereby approves, as to form and content, the class notice ("Settlement Notice") to be sent to Class Members, which is attached hereto as **Exhibit A**. The Court finds that distribution of the Settlement Notice substantially in the manner and form set forth in the Settlement Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

9. The Court appoints and designates Phoenix Settlement Administrators as the Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the approved Settlement Notice to Class Members using the procedures set forth in the Settlement Agreement.

10. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Settlement Agreement and Settlement Notice and by following the instructions for requesting exclusion. With the exception of the Released PAGA Claims, any person who timely and properly opts out of the settlement will not be bound by the Settlement Agreement, or have any right to object, appeal, or comment thereon. Any opt out request must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Settlement Notice. Class Members who have not requested exclusion by submitting a valid and timely opt out request, by the opt out deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and Judgment.

11. Any Class Member may object to the Settlement Agreement or express his or her views regarding the Settlement Agreement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Settlement Notice.

12. The Motion for Final Approval shall be filed by the Class Representative. All moving papers shall be filed in compliance with the deadlines set forth in California Code of Civil Procedure § 1005(b).

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13. The Court reserves the right to adjourn or continue the date of the Settlement Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to the Settlement Class, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement.

IT IS SO ORDERED.

DATED: 10/27/24

HON. WENDY M. BEHAN
SUPERIOR COURT OF CALIFORNIA

EXHIBIT A

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL

Destiny King v. AMF Foods SPE LLC et al.
Superior Court of the State of California, County of San Diego, Case No. 25CU010664C

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. **Your estimated Settlement Share is: $<<___>>. See the explanation in Section 5 below.** If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. **If you request to be excluded from the Settlement, you will receive no money from the Settlement and you will not be bound by the Settlement**. However, if you are a PAGA Group Member who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to do so, you must notify the Settlement Administrator as explained in Section 7 below.
Object	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

Your options are further explained in this Settlement Notice. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you agree with the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendants will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, for the County of San Diego (the "Court") has been reached between Plaintiff Destiny King ("Plaintiff") and Defendants AMF Foods SPE LLC and F&H Pizza Inc. (together, "Defendants"). The Settlement has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Settlement Notice because you have been identified as a member of the Settlement Class, which is defined as:

> All current and former non-exempt employees of Defendants who were paid wages at any time during the Class Period ("Class Member" or "Settlement Class").

The Class Period is February 27, 2021 to January 28, 2025.

This Settlement Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Settlement Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On February 27, 2025, Plaintiff filed a class action complaint against Defendants in the Superior Court of the State of California, County of San Diego for certain violations of the California Labor Code. On May 5, 2025, Plaintiff filed a First Amended Complaint, adding a claim for violation of the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (the "PAGA"). The First Amended Complaint is the operative complaint ("Complaint"). The operative complaint alleges that Defendants failed to pay wages for all hours worked, including minimum, regular, and overtime wages, and failure to provide accurate itemized wage statements. This lawsuit is referred to as the "Action." Defendants deny and dispute all such claims.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative and Diversity Law Group, P.C. to serve as Class Counsel.

3. What are the terms of the Settlement?

Defendants have agreed to pay an "all in" amount of One Hundred Twenty-Five Thousand Dollars ($125,000.00) (the "Gross Settlement Amount") to fund the settlement of this Action. The Gross Settlement Amount includes all individual settlement payments to Class Members contemplated by the Settlement, Settlement Administration Costs, Class Counsel Award of attorneys' fees and litigation costs, Class Representative Service Award, and PAGA Payment of civil penalties pursuant to Labor Code § 2698, *et seq.* Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendants.

Within fourteen (14) days of the Effective Date, Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The "Effective Date" means the date the judgment becomes final. Within ten (10) days of the Settlement's funding, the

Settlement Administrator will mail the individual settlement checks to Participating Class Members.

Amounts to Be Paid From the Gross Settlement Amount. The proposed payments listed below are subject to Court approval and will be deducted from the Gross Settlement Amount before individual settlement payments are made to Class Members who do not request to be excluded from the Settlement ("Participating Class Members"):

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed $5,950.00, for expenses, including without limitation, expenses of notifying the Class Members of the Settlement, processing opt-outs, and distributing settlement checks and tax forms, and handling inquiries and uncashed checks.

- Class Counsel Award. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, or approximately $41,666.67, and reimbursement of litigation costs incurred by the Plaintiff in an amount not to exceed $10,000.00. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money) and have paid all litigation costs and expenses incurred. The amounts stated are what Class Counsel will request of the Court. The final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Award. Class Representative Service Award in an amount not to exceed Ten Thousand Dollars ($10,000.00) to the Plaintiff, or such other amount as may be approved by the Court, to compensate Plaintiff for services on behalf of the Settlement Class in initiating and prosecuting the Action, and for the risks she undertook throughout litigation. The amount stated is what Plaintiff will request of the Court. The final amount to be paid will be decided at the Final Approval Hearing.

- PAGA Payment. A payment of Twelve Thousand Five Hundred Dollars ($12,500.00) relating to the claim for penalties under the PAGA, which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the PAGA Group. Of this amount, 65% (or $8,125.00) will be paid to the LWDA. The remaining 35% (or $4,375.00) will be paid to PAGA Group Members, based on the number of Workweeks worked during the PAGA Period (January 15, 2024 to January 28, 2025). "PAGA Group" means all current and former non-exempt employees of Defendants who were paid wages at any time from January 15, 2024 to January 28, 2025. All PAGA Group Members will be sent their individual share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After payments of the Court-approved Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be approximately $44,883.33. The Settlement Administrator will pay an individual settlement payment from the Net Settlement Amount to each

Participating Class Member, which shall be calculated as follows: (i) Defendants will provide the Settlement Administrator with the total number of weeks actually worked by a Class Member during the Class Period ("Workweeks"); (ii) the Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period to determine a dollar amount per Workweek ("Workweek Value"); and (iii) the Settlement Administrator will take the number of Workweeks for each Participating Class Member and multiply it by the Workweek Value to calculate his or her individual settlement payment.

Tax Allocation. Ten percent (10%) of each Participating Class Member's individual settlement payment will be subject to wage withholdings, and shall be reported on IRS Form W-2. Ninety percent (90%) of each Participating Class Member's individual settlement will be allocated as penalties and interest, shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defense counsel intend or represent that anything contained in this Settlement Notice to constitute advice regarding taxes. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon Defendants' complete funding of the Gross Settlement Amount and Employer's Share of Payroll Taxes, all Participating Class Members will release the Released Parties from any and all claims asserted in the Action based upon the factual allegations in the operative Complaint for failure to pay all minimum, regular, and overtime wages for all hours worked in violation of Labor Code §§ 201-204, 226, 510, 558, 1194, 1197, 1197.1, and California Business and Professions Code § 17200, *et seq.*, that arose during the Class Period against the Released Parties. The Released Class Claims does not include any claims premised on failure to pay all wages at separation of employment resulting from the alleged payment of wages through pay cards without authorization or consent, in violation of Labor Code §§ 201-204, 212, and 213.

Released PAGA Claims. Upon Defendants' complete funding of the Gross Settlement Amount and Employer's Share of Payroll Taxes, all PAGA Group Members will release the Released Parties from any and all claims under the PAGA asserted in the Action based upon the factual allegations in the operative Complaint for failure to pay all minimum, regular, and overtime wages for all hours worked in violation of Labor Code §§ 201-204, 226, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, that arose during the PAGA Period against the Released Parties. The Released PAGA Claims does not include claims premised on failure to pay all wages at separation of employment resulting from the alleged payment of wages through pay cards without authorization or consent, in violation of Labor Code §§ 201-204, 212, 213, and 2698, *et seq.* The release of the Released PAGA Claims shall be effective as to all PAGA Group Members, regardless of whether a PAGA Group Member submitted a request to be excluded from the Settlement.

The Released Parties are Defendants and all of their present and former owners, parent entities, sister entities, subsidiaries, investors, beneficiaries, representatives, related or affiliated entities, shareholders, officers, directors, employees, agents, attorneys, insurers, and successors and assigns.

5. How much will my payment be?

Based on the calculations of payments to Class Members discussed above, your estimated individual settlement payment from the class settlement is <<_____>>. Your estimated individual settlement payment from the PAGA settlement is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Settlement Notice no later than _____ [forty-five (45) days after the mailing of the Settlement Notice].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Settlement Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: _____ or (800) _____.

The Court will hold a Final Approval Hearing on _____, 2027, at _____ to decide whether to approve the Settlement and the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service award to the Plaintiff. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for the Released Class Claims. However, PAGA Group Members who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First-Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [forty-five (45) days after the date of mailing the Settlement Notice]. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Settlement Class in the *King v. AMF Foods SPE LLC* lawsuit; (2) contain your name, address, telephone number, and the last four digits of your Social Security Number; and (3) be signed by you. Please include the name and number of the case, which is *King v. AMF Foods SPE LLC*, Case No. 25CU010664C. No other person may opt out for a living member of the Settlement Class.

The address for the Settlement Administrator is [INSERT ADMINISTRATOR ADDRESS]. Written requests for exclusion from the Settlement that are postmarked after _____, or

are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs, and/or the service award. The written objection should state the Class Member's name, address, telephone number, and last four digits of his/her Social Security Number, and include a statement of the grounds for the objection accompanied by legal support for the objection, if any. Any papers, briefs, or other documents upon which the objection is based may also be included. All written objections or other correspondence should also state the name and number of the case, which is *King v. AMF Foods SPE LLC*, Case No. 25CU010664C.

All written objections must be mailed to the Settlement Administrator at _____, no later than _____ [forty-five (45) days after the date of mailing the Settlement Notice].

Alternatively, Class Members may appear in person or remotely at the Final Approval Hearing to make an oral objection.

To object to the Settlement, you must not opt out. If the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the San Diego Superior Court, located at 330 W. Broadway, San Diego, California 92101, in Department C-66 before Judge Wendy M. Behan. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service award to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing. Hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego and entering Case No. 25CU010664C.

Check the Court's website for the most current information concerning appearances and procedures at the Court –https://www.sdcourt.ca.gov/sdcourt/generalinformation. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. The addresses for Parties' counsel are as follows:

Class Counsel:
Larry Lee
Mai Tulyathan
Diversity Law Group, P.C.

Counsel for Defendants:
Beth A. Schroeder
Linh H. Tran
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10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (800) _____ or write to *King v. AMF Foods SPE LLC* Settlement Administrator, c/o _____ [phone and address].

This Settlement Notice summarizes the proposed settlement. More details are contained in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval, or other Settlement documents by contacting Class Counsel. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego Superior Court (https://roa.sdcourt.ca.gov/roa/faces/NameSearch.xhtml) and entering the Case No. 25CU010664C. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the San Diego Superior Court: Hall of Justice, 330 W. Broadway, San Diego, California 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or PAGA Group Member..
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.
- In the event you fail to cash/deposit your check within 180 days of the check's issuance, you shall nevertheless remain bound by the Settlement, as set forth in the Settlement.