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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)

DECLARATION OF MAI TULYATHAN IN SUPPORT OF PLAINTIFF'S 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

DECLARATION OF MAI TULYATHAN

I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all courts in the State of California, and am with the law firm Diversity Law Group, P.C., one of the attorneys of record for Plaintiff Destiny King ("Plaintiff"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

CASE SUMMARY

2. On or about January 15, 2025, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants AMF Foods SPE LLC and F & H Pizza Inc.'s (together, "Defendants") violations of the Labor Code sections described herein, pursuant to Labor Code § 2699.3

3. On February 27, 2025, Plaintiff filed a wage and hour class action complaint.

4. On May 5, 2025, Plaintiff filed a First Amended Complaint ("FAC"). The FAC is the operative Complaint ("Complaint"). The operative Complaint alleges causes of action for: (1) failure to pay wages in violation of California Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (2) violation of California Labor Code §§ 201-203; (3) violation of California Labor Code § 226(a); (4) violation of California Business & Professions Code § 17200, et seq.; and (5) violation of California Labor Code § 2698, et seq., the Private Attorneys General Act ("PAGA").

5. Following the filing of the FAC, the Parties engaged in formal and informal discovery.

6. The Parties also conducted discovery in connection with the PAGA's Early Evaluation Conference ("EEC").

7. As part of the discovery, Defendants provided the necessary data, including the number of putative class members, the number of workweeks worked and pay periods at issue, time records, number of shifts worked, average hourly pay rate, as well as information pertaining to Defendants' policies, practices, and procedures pertaining to the alleged violations at issue, including the store opening and closing practices. Defendants' production allowed Plaintiff to conduct an exposure analysis.

8. After a thorough investigation and evaluation of the facts and claims and negotiations conducted over the course of several months, the Parties reached the current settlement.

9. In resolution of Plaintiff's class and PAGA claims, the Parties entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement," "Settlement," "Settlement Agreement," or "Stipulation of Settlement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**.

10. The operative Complaint also alleges class and PAGA claims for failure to pay all wages at separation of employment resulting from the alleged payment of wages through pay cards without authorization or consent, including the second and fifth causes of action for violations of California Labor Code §§ 201-204, 212, 213, and 2698, *et seq*. As part of Plaintiff's investigation into the claims of the Action and as part of this settlement, the Parties have agreed to dismiss Plaintiff's claims premised solely on these pay card claims based on Defendants' representation that the pay card practice was voluntary. On September 29, 2026, the Parties submitted a Joint stipulation to Dismiss Plaintiff's Pay Card Claims Without Prejudice. As such, the pay card class and PAGA claims are **not** part of this settlement and will not be subject to the release.

SUMMARY OF THE SETTLEMENT TERMS

11. The proposed class consists of "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" or "Class Members"). Agreement ¶ 5. The Class Period is from February 27, 2021, to January 28, 2025. *Id.* ¶ 6.

12. Based upon Defendants' records, there are approximately 81 individuals that comprise the Settlement Class. *Id.* ¶ 56. Defendants have represented that Class Members worked 4,515 workweeks during the Class Period. *Id.* Should the number of applicable workweeks in the Class Period increase above 4,515, then Defendants will increase the Gross Settlement Amount on a *pro rata* basis, based on $27.68 per workweek for each workweek above 4,515. *Id*.

13. The Settlement Agreement provides for One Hundred Twenty-Five Thousand Dollars ($125,000.00) as the Gross Settlement Amount. Agreement ¶ 14. The Net Settlement Amount (calculated after deduction of attorneys' fees (up to $41,666.67) and costs (up to $10,000.00), Class Representative Service Award (up to $10,000.00), PAGA Payment ($12,500.00), and Settlement Administration Costs ($5,950.00) is estimated to be approximately $44,883.33. *Id.* ¶¶ 3, 7, 14, 17, 21, 31. Class Members who do not opt out of the settlement ("Participating Class Members") will be entitled to receive a portion of the Net Settlement Amount. *Id*. ¶¶ 15, 23.

14. Class Members do not need to do anything should they wish to receive their share of the settlement funds. If a Class Member does not wish to take part in this settlement and be bound by the release, he or she must submit a Request for Exclusion. *Id*. ¶ 28.

15. As part of the Settlement Agreement, Defendants do not object to Plaintiff's Counsel's request for attorney's fees up to one-third of the Gross Settlement Amount, or the sum of Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($41,666.67), plus up to Ten Thousand Dollars ($10,000.00) for reimbursement of litigation costs. *See* Agreement ¶ 3. Also, as part of the Settlement Agreement, Defendants do not object to Plaintiff's request for a Class Representative Service Award of Ten Thousand Dollars ($10,000.00). *Id*. ¶ 7.

16. Finally, the Settlement Agreement provides for the payment of costs to the Settlement Administrator for the administration of this current settlement. The administration costs are estimated not to exceed Five Thousand Nine Hundred Fifty Dollars ($5,950.00). *Id*. ¶ 31. Attached hereto as **Exhibit B** is a true and correct copy of the settlement administration bid from Phoenix Settlement Administrators.

17. After deducting the amounts listed above, it is estimated that the Net Settlement Amount of $44,883.33 will be distributed to Participating Class Members.

18. The amount distributed to each Participating Class Member ("Individual Class Payment") will depend on the number of workweeks worked by each Class Member during the Class Period. Agreement ¶¶ 15, 53.a.i. To determine the amount to which each Class Member is entitled from the Net Settlement Amount, the Settlement Administrator will first divide the Net

Settlement Amount by the total number of workweeks worked by all Class Members during the Class Period, to arrive at the Workweek Value. *Id*. ¶ 53.a.i. The number of workweeks for each Class Member will be multiplied by the Workweek Value, to arrive at the Individual Class Payment for that Class Member. *Id*.

19. Separate from the Individual Class Payment, PAGA Group Members will be entitled to receive a portion of the PAGA Payment (or 35% of the PAGA Payment) as an Individual PAGA Payment. Agreement ¶ 16. The amount distributed to each PAGA Group Member will depend on the number of workweeks worked by each PAGA Group Member during the PAGA Period. *Id*. ¶ 53.a.ii.

20. The Parties have agreed to the form of the Class Notice to be sent to Class Members. Attached hereto as **Exhibit C** is a true and correct copy of the Class Notice.

POTENTIAL STATUTORY AND CIVIL PENALTIES

21. In this case, Plaintiff's main theory is the off-the-clock claim. Plaintiff alleges that Defendants failed to pay wages owed for off-the-clock work performed in connection with store opening and closing procedures, including locking/unlocking the doors and arming/disarming the store alarm.

22. Based on the class data provided by Defendants, Plaintiff estimated that Defendants would face potential liability of up to approximately $344,458.62 for Plaintiff's off-the-clock claims, which is based on approximately $3,898.62 in unpaid wages (calculated based on approximately 2,178 shifts worked) and $340,560.00 in waiting time penalties under Labor Code § 203 (calculated based on 66 former employees in the class and based on an average hourly rate of $21.50).

23. Plaintiff's Labor Code § 226 claim is a derivative claim resulting from the off-the-clock claim. Based on Plaintiff's extrapolation of the workweeks at issue, Plaintiff estimates approximately $108,850.00 in Labor Code § 226(e) penalties.

24. Plaintiff was able to estimate the potential damages and penalties based on data provided by Defendants.

25. The total theoretical exposure of Plaintiffs' class claims based on the above

amount to approximately $453,308.62.

26. However, this analysis does not take into account Defendants' arguments to liability and to class certification as further explained below. In particular, Defendants' position was that any off-the-clock work was *de minimis* and non-compensable. Defendants argued that Plaintiff will not be able to certify this claim on behalf of the entire putative class, as the nature of the alleged off-the-clock work is highly individualized.

27. Additionally, Defendants also argued that Plaintiff cannot establish that Defendant "willfully" failed to pay wages at separation of employment, and thus Plaintiffs cannot recover waiting time penalties under Section 203. In *Naranjo v. Spectrum Security Services, Inc.*, 88 Cal. App. 5th 937 (2023), the court upheld an employer's good faith defense to the plaintiff's claim for waiting time penalties, pursuant to Labor Code § 203. The employer argued that it had a viable legal defense, which precluded the imposition of waiting time penalties because its acts were not "willful" within the meaning of the statute. *Naranjo* also permitted a good faith defense to rebut the plaintiff's claim for penalties, pursuant to Labor Code § 226. Should Defendants succeed on these arguments, class members would recover $0 for waiting time penalties under Labor Code § 203 and statutory penalties under Labor Code § 226.

28. In addition to the above defense, Plaintiff's estimated 226(e) derivative penalties would likely end up lower than estimated as it is possible that not every individual would have incurred violations on every pay period. Defendants also argued that the violation was not "knowing and intentional" and thus would not warrant Section 226(e) penalties. *See Harris v. Vector Mktg. Corp*., 656 F. Supp. 2d 1128, 1145-46 (N.D. Cal. 2009) (granting summary judgment in favor of employer and finding its conduct was not "knowing and intentional"). Defendants argued that they are entitled to a "good faith" defense on this claim, too. *See, e.g., Naranjo v. Spectrum Security Services, Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was providing a complete and accurate wage statement in compliance with the requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law").

29. With respect to potential liability of Plaintiff's PAGA claims, Plaintiff estimated

that Defendants could face civil penalties of up to a maximum $338,400 if Plaintiff was successful at trial, and without any reduction by the Court.

30. Thus, based on the data provided by Defendants, Plaintiff's counsel estimated total class and PAGA penalties to be approximately **$791,708.62**.

31. Even assuming Plaintiff prevailed on her PAGA claims, the court still has discretion to reduce any PAGA penalties. Pursuant to Labor Code § 2699(e)(2), the court can decline to award PAGA penalties where "if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

32. Although Plaintiff believes that a class can be certified, Plaintiff also believes in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and potential for appeals.

33. Each side has apprised the other of their respective factual contentions, legal theories, and defenses, resulting in negotiations taking place between the Parties.

34. Here, the Gross Settlement Amount is fair and reasonable as it is approximately **15.8%** of the potential recovery of Plaintiff's class and PAGA claims.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

35. From the inception of the case, Class Counsel have zealously represented the interests of the Settlement Class. The settlement was obtained for the benefit of the Settlement Class, as opposed to the individual Class Representative.

36. The Settlement Agreement calls for the Net Settlement Amount (calculated after deduction of attorneys' fees, costs, Class Representative Service Award, and Settlement Administration Costs) to be paid to all Participating Class Members. Based on an estimated Net Settlement Amount of $44,883.33, Class Members will be entitled to recover, on average, up to **$554.12** per person.

37. The amount actually paid to each Participating Class Member will increase or decrease depending on his or her number of workweeks, as well as the number of opt-outs

received and fees and costs approved by the Court. This is fair, as it directly allocates greater recovery to individual Class Members who have allegedly suffered greater harm. The amount may also vary depending on the number of timely Requests for Exclusion received by the Settlement Administrator and costs and awards approved by the Court.

38. Additionally, the scope of the release is appropriately limited. Plaintiff and Participating Class Members waive and release "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" ("Released Class Claims"). Agreement ¶¶ 25, 48.a. 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." *Id*. ¶ 27.

39. With respect to the PAGA claims, Plaintiff and PAGA Group Members will release "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 ("Released PAGA Claims")." Agreement ¶¶ 26, 48.b. The PAGA Period is January 15, 2024 to January 28, 2025. *Id.* ¶ 22.

40. Pursuant to the settlement, the class and PAGA releases exclude all claims premised on failure to pay 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.* Agreement ¶¶ 25-26.

41. I believe that Plaintiff and the Class could prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the inherent risks in drawn-out litigation and the specific risks that a class might not be certified and/or that Plaintiff could fail to

establish liability. Moreover, as Defendants adamantly deny that they should be liable for the full extent of the penalties, there is a possibility that Plaintiff and the Settlement Class would be awarded fewer or no penalties at trial.

42. Thus, after taking into account sharply disputed legal issues involved in this litigation, the risks associated with further prosecution, delays caused by potential appeals, and the substantial benefits to be received pursuant to the Settlement Agreement, I believe that the proposed settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class.

ATTORNEY EXPERIENCE

43. I am one of the attorneys on this matter. My qualifications are as follows: I received my J.D. from Loyola Law School in 2017. I received the First Honors Award in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First Honors Award in Civil Litigation Practicum I for achieving the highest grade in those classes. During law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District Court, Central District of California, for the Honorable Christina A. Snyder, and a certified law clerk at the San Diego County District Attorney's Office, Collaborative Courts Division, and the Los Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I placed Top 16 and was the awarded the Top Ten Brief Award. In 2017, I participated in the Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created to investigate retaliation complaints. Upon graduation from law school, I was admitted to the California Bar in December 2017.

44. I am currently an associate at the law firm of Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. The firm currently has cases in numerous state courts, including the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San Diego County Superior Court, Monterey County Superior Court, as well as the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California.

45. I am currently handling and/or have handled numerous wage and hour class action and PAGA lawsuits.

46. In 2018, I argued before the California Court of Appeal, Second Appellate District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.* (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In that same year, I also assisted the firm in successfully obtaining class certification and partial summary judgment by the United States District Court, Central District of California in the case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third chaired the bench trial in that same case in December 2018.

47. I have also been certified and/or approved as class counsel in numerous other wage/hour class actions. Most recently, I was certified as class counsel in the cases *Martinho v. Amazon.com, Inc., et al*. (N.D. Cal., Case Number 4:22-cv-06849-YGR), *Garcia v. Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan, LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song v. THC – Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (Santa Clara County Superior Court, Case No. 16-CV-299319), and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG (KKx)), as part of the courts' orders granting class certification pursuant to Fed. R. Civ. P. 23 and California Code of Civil Procedure § 382.

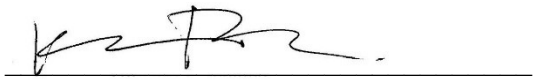
48. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County Superior Court, Case No. 18CV003398), *Valles v. Community Hospital of the Monterey Peninsula* (Monterey County Superior Court, Case No. 17CV003452), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (C.D. Cal., Case No. 16-CV-299319); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County Superior Court, Case No. 19CV004512).

NOTICE TO LWDA

49. Concurrently with the filing of this Motion, my office has also uploaded a copy of the Settlement Agreement and this Motion to the LWDA. Further, my office will submit a copy of the Court's judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of judgment or order.

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

Executed on this 1st day of October 2026, at Los Angeles, California.



Mai Tulyathan

EXHIBIT A

Docusign Envelope ID: 2B9EDF65-2FA3-84E2-80F6-44E53A3AB7E0

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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

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

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IT IS HEREBY STIPULATED by and between Plaintiff Destiny King ("Plaintiff") and Defendants AMF Foods SPE LLC and F & H Pizza Inc. (together, "Defendants") (collectively with Plaintiff, the "Parties"), subject to the approval of the Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement," "Settlement," "Settlement Agreement," or "Stipulation of Settlement").

DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below. To the extent terms or phrases used in this Agreement are not specifically defined in this section, but are defined elsewhere in the Agreement, they are incorporated herein by reference.

1. "Action" means the putative class and representative action entitled *Destiny King v. AMF Foods SPE LLC, et al.*, San Diego County Superior Court Case No. 25CU010664C.

2. "Class Counsel" means Diversity Law Group, P.C. and Webber & Egbert Employment Law, P.C.

3. "Class Counsel Award" means the Court-approved attorneys' fees for Class Counsel's litigation and resolution of the Action not to exceed one-third (1/3) of the Gross Settlement Amount, or Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($41,666.67), and the Court-approved costs incurred by Class Counsel in connection with this Action not to exceed Ten Thousand Dollars ($10,000.00).

4. "Class List" means information regarding Class Members that Defendants shall in good faith compile from its records and shall include each Class Member's: (i) full name; (ii) last known address; (iii) Social Security Number; (iv) number of workweeks actually worked during the Class Period; and (v) the number of workweeks actually worked during the PAGA Period.

5. "Class Members" or "Settlement Class" means 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.

6. "Class Period" means the period of February 27, 2021, to January 28, 2025.

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7. "Class Representative Service Award" means the Court-approved amount to be paid to Plaintiff Destiny King, in an amount not to exceed Ten Thousand Dollars ($10,000.00), which shall be paid in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment.

8. "Defense Counsel" means Raines Feldman Littrell LLP.

9. "Effective Date" means the date on which the judgment becomes final. The judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Final Order and Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Final Order and Judgment; or (c) if a timely appeal from the Final Order and Judgment is filed, the day after the appellate court affirms the Final Order and Judgment and issues a remittitur..

10. "Employer's Share of Payroll Taxes" means Defendants' portion of payroll taxes, including on the portion of the Individual Class Payments that constitutes wages, as calculated by the Settlement Administrator. This amount shall be paid in addition to the Gross Settlement Amount.

11. "Final Approval Hearing" means the hearing to be conducted by the Court at which Plaintiff shall request the Court approve the Settlement on a final basis, enter the Final Order and Judgment, and take other appropriate action.

12. "Final Order and Judgment" means the order and judgment entered by the Court upon granting final approval of the Settlement and finding this Settlement binding. A proposed Final Order and Judgment shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiff's Motion for Final Approval of the Settlement.

13. "Final Report" means the report to be prepared by the Settlement Administrator (after the expiration of the 180-day period in which Participating Class Members and PAGA Members must cash/deposit their Individual Class Payment and Individual PAGA Payment checks) regarding the distribution of the Gross Settlement Amount, including the total amount that was cashed/deposited by Participating Class Members and PAGA Members, and the total

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amount of any unpaid residue or unclaimed or abandoned funds pursuant to California Code of Civil Procedure § 384.

14. "Gross Settlement Amount" means One Hundred Twenty-Five Thousand Dollars ($125,000.00), which is the maximum amount Defendants shall pay in connection with this Settlement, except for Defendant's Employer's Share of Payroll Taxes, which Defendants shall separately pay, and except as provided in the Escalator Clause.

15. "Individual Class Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member.

16. "Individual PAGA Payment" means the amount payable from the PAGA Payment to each PAGA Member.

17. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Costs.

18. "Notice of Objection" means a Class Member's valid and timely submission of a written objection to the Settlement. An objection must include: (a) the objector's full name, signature, address, telephone number, and the last four digits of his or her Social Security number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from submitting a Notice of Objection or filing an appeal from the Final Order and Judgment.

19. "PAGA Group" or "PAGA Group Members" means 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 January 15, 2024 to January 28, 2025.

20. "PAGA Notices" means the letters dated January 15, 2025 to Defendants AMF Foods SPE LLC and F & H Pizza Inc. that Plaintiff sent to the California Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699.3 to exhaust her administrative remedies under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab.

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Code §§ 2698, *et seq.*

21. "PAGA Payment" means the amount of Twelve Thousand Five Hundred Dollars ($12,500.00), subject to Court approval, to be paid from the Gross Settlement Amount for satisfaction of Plaintiff's and PAGA Group Members' claims under PAGA. Pursuant to the PAGA, sixty-five percent (65%), or Eight Thousand One Hundred Twenty-Five Dollars ($8,125.00), of this sum will be paid to the LWDA, and the remaining thirty-five percent (35%), or Four Thousand Three Hundred Seventy-Five Dollars ($4,375.00), will be distributed as Individual PAGA Payments to the PAGA Group Members in accordance with this Settlement.

22. "PAGA Period" means the period of January 15, 2024 to January 28, 2025.

23. "Participating Class Members" means all Class Members who do not submit a valid and timely Request for Exclusion.

24. "Preliminary Approval Order" means the Court's order approving and authorizing the mailing of the Settlement Notice by the Settlement Administrator, setting the date of the Final Approval Hearing, and granting preliminary approval of this Settlement. A proposed Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiff's Motion for Preliminary Approval of the Settlement.

25. "Released Class Claims" means 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 Parties agree that the Released Class Claims shall exclude all 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, which shall be subject to dismissal without prejudice pursuant to Paragraph 49.

26. "Released PAGA Claims" means 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-

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204, 226, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, that arose during the PAGA Period against the Released Parties. The Parties agree that the Released PAGA Claims shall exclude all 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.*, which shall be subject to dismissal without prejudice pursuant to Paragraph 49.

27. "Released Parties" means 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.

28. "Request for Exclusion" means a written statement submitted by a Class Member indicating a request to be excluded or otherwise opt-out from the Settlement. The Request for Exclusion must be in writing and must: (i) be signed by the Class Member; (ii) contain the name, address, telephone number, and the last four digits of the Social Security number of the Class Member requesting exclusion; (iii) clearly state the Class Member does not wish to be included in the Settlement; (iv) be returned to the Settlement Administrator as specified in the Settlement Notice; and (v) be postmarked/fax stamped on or before the Response Deadline. The date of the postmark/fax stamp on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not validly and timely request exclusion from the Settlement will be deemed a "Participating Class Member" and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court. Any Class Member who validly and timely requests to be excluded from the Settlement will no longer be a member of the Settlement Class and will not have any right to object to, appeal, or comment on the Settlement, but will remain a member of the PAGA Group and receive an Individual PAGA Payment for the Released PAGA Claims. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties a list of all Class Members who submitted a timely and valid Request for Exclusion, identified only by employee number, with personal information including name and

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address redacted.

29. "Response Deadline" means the deadline by which Class Members must postmark to the Settlement Administrator a valid Request for Exclusion, Notice of Objection, or Workweek Dispute. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Settlement Notice by the Settlement Administrator. Class Members to whom Settlement Notices are re-mailed after having been returned undeliverable to the Administrator shall have their deadline extended an additional ten (10) calendar days beyond the Response Deadline.

30. "Settlement Administrator" means Phoenix Settlement Administrators, as approved by the Court for purposes of administering this Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship that could create a conflict of interest.

31. "Settlement Administration Costs" means the reasonable costs and fees incurred by the Settlement Administrator, as approved by the Court, to administer the Settlement in accordance with this Agreement, which will be paid from the Gross Settlement Amount and is expected to not exceed Five Thousand and Nine Hundred Fifty Dollars ($5,950.00).

32. "Settlement Notice" means the Court-approved Notice of Class Action and PAGA Settlement, substantially in the same form attached hereto as **Exhibit A**, which the Settlement Administrator shall mail to each Class Member, in accordance with this Agreement.

33. "Workweeks" means the number of weeks worked by the Class Member during the Class Period.

34. "Workweek Dispute" means a written statement from a Class Member disputing the number of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute must be mailed to the Settlement Administrator by the Response Deadline. The date of the postmark on the mailing envelope will be the exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and should contain: (i) the Class Member's full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (ii) the number of Workweeks the Class

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Member contends is correct; and (iii) any evidence supporting his or her contention. The information identified by Defendants in the Class List will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the Settlement Administrator and the Settlement Administrator's decision on all Workweek Disputes will be final.

RECITALS

35. **Discovery, Investigation, and Research**. The Parties have engaged in extensive investigation of the facts and law during the litigation of the Action. The investigation included the exchange of information through formal and informal discovery. Specifically, it included, among other things, the exchange class and PAGA data, the number of workweeks at issue, Defendants' policies, practices, and procedures. The Parties engaged in well-informed, thorough arm's length negotiations for several months. Counsel for the Parties also investigated applicable law as applied to the facts in the case, potential defenses thereto, and relief sought by Plaintiff on behalf of herself and the Settlement Class. The Parties conducted their own evaluations of the potential recoveries based on the claims alleged in the Action. After serious, good faith negotiations, the Parties reached the terms of settlement set forth herein.

36. **Benefits of Settlement to Plaintiff and the Settlement Class**.

a. The Settlement was reached after arm's-length bargaining between the Parties after extensive investigation and exchange and review of documents and data, which allowed them to assess the merits and to compromise the issues on a fair and equitable basis.

b. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages, penalties, and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account Defendants' agreement to enter into a settlement that

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confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth herein is fair, adequate, and reasonable, and is in the best interests of all Class Members.

37. **Defendants' Denial of Wrongdoing**. Defendants deny generally all claims alleged in the Action and further deny that class or representative treatment is appropriate for any purpose other than this settlement. Defendants contend that they complied with California and other applicable law.

38. **Certification for Settlement Purposes Only**. The Parties stipulate to certification of the Settlement Class for settlement purposes only. The Court has not ruled on class certification in the underlying litigation and the Settlement is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that class certification is appropriate. Should this Settlement not be approved or be terminated, all stipulations set forth herein (including in this paragraph) shall be null and void and shall not be admissible for any purpose whatsoever.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

39. **Binding Settlement**. This Settlement shall bind the Parties, all Participating Class Members, and all PAGA Group Members, subject to the terms and conditions hereof and the Court's approval.

47. **Tax Liability**. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Class Members and PAGA Group Members are not relying on any statement or representation by the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator in this regard. Participating Class Members, PAGA Group Members, and Class Counsel understand and agree that they shall be solely and legally responsible for the payment of all applicable taxes and penalties assessed on the payments specified herein, except

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that Defendants will be responsible for paying the Employer's Share of Payroll Taxes separate from the Gross Settlement Amount.

48. **Releases**

a. **Release by All Participating Class Members**. Upon Defendants' complete funding of the Gross Settlement Amount and Employer's Share of Payroll Taxes, Plaintiff and all Participating Class Members shall be deemed to have released and discharged the Released Parties from the Released Class Claims. Class Members who have submitted a timely and valid Request for Exclusion will not be deemed to have released the Released Parties from the Released Class Claims. However, those Class Members who are also PAGA Members will be deemed to have released their Released PAGA Claims regardless of whether they request exclusion from the Settlement, as further set forth below. The Parties agree that the Released Class Claims shall exclude all 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, which shall be subject to dismissal without prejudice pursuant to Paragraph 49.

b. **Release by All PAGA Group Members**. Upon Defendants' complete funding of the Gross Settlement Amount and Employer's Share of Payroll Taxes, Plaintiff and PAGA Group Members shall be deemed to have released the Released Parties from the Released PAGA Claims. PAGA Group Members will **not** have the opportunity to opt out of to the settlement of PAGA claims. PAGA Group Members are bound by the Released PAGA Claims regardless of whether they opt out of the class portion of the Settlement and regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payment. The Parties agree that the Released PAGA Claims shall exclude all 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.*, which shall be subject to dismissal without prejudice pursuant to Paragraph 49.

49. **Dismissal of the Pay Card Claims.** Within fourteen (14) calendar days after execution of this Agreement by the Parties, the Parties agree to dismiss the claims and

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allegations 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.*, without prejudice. Plaintiff shall draft the joint stipulation re: dismissal and supporting declaration pursuant to California Rules of Court, Rule 3.770, and circulate said draft with Defense Counsel prior to filing with the Court. No consideration is being given for the dismissal of the pay card class claims and allegations. Rather, this dismissal is based on Plaintiff's investigation into the pay card claims and allegations and Defendants' representation that the pay card practice was voluntary.

50. **Settlement Administrator**.

a. The Settlement Administrator will be responsible for (1) preparing, printing, and mailing the Settlement Notice to Class Members; (2) receiving and processing Requests for Exclusions, Notices of Objection, and Workweeks Disputes; (3) calculating payments under the Settlement, including taking into account any withholdings or deductions; (4) handling inquiries from Class Members concerning the Settlement, including matters in the Settlement Notice; (5) providing weekly status reports to Defense Counsel and Class Counsel regarding the mailings, submissions received from Class Members, and estimated Individual Class Payments and Individual PAGA Payments; (6) distributing the Class Representative Service Award, Class Counsel Award, Individual Class Payments, PAGA Payment to PAGA Group Members and the LWDA and payments to taxing and other government authorities as appropriate; (7) providing due diligence declarations for submission to the Court, as needed; (8) printing and providing Class Members, PAGA Group Members, and Plaintiff with tax forms as required under this Settlement Agreement and applicable law, and providing copies of same to Defendants; (9) establishing and maintaining the Qualified Settlement Fund, as detailed in this Settlement; and (10) such other tasks as Parties mutually agree or the Court orders the Settlement Administrator to perform.

b. The Settlement Administrator will perform a skip-trace search and re-mail all Settlement Notices that are returned, undelivered on or before the Response Deadline, within seven (7) calendar days of receiving notice that the mailing was undeliverable, and the deadline

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to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute will be extended by ten (10) calendar days for Class Members to whom a Settlement Notice is re-mailed.

c. The Settlement Administrator will also handle distribution of all payments to Class Members, PAGA Group Members, Plaintiff, the LWDA, and Class Counsel, as provided herein and approved by the Court, as well as handle transmission of uncashed settlement checks as provided herein.

51. **Establishment of the Qualified Settlement Fund**. Within seven (7) calendar days of Final Approval, the Settlement Administrator will establish a Qualified Settlement Fund in a non-interest-bearing transaction account at a FDIC-insured institution, designated by Defendants, with at least one branch in California.

52. **Notice to Class Members**.

a. Within fourteen (14) calendar days of entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the Class List for purposes of mailing the Settlement Notice to Class Members. The Settlement Administrator shall not be permitted to share any information included in the Class List with Plaintiff or Class Counsel absent express approval by Defendants or Defense Counsel.

i. **Notice by First Class U.S. Mail**. Upon receipt of the Class List, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within ten (10) calendar days after receiving the Class List from Defendants as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Class Member. The Parties agree that this procedure for notice provides the best notice practicable to Class Members and fully complies with due process.

ii. **Undeliverable Settlement Notices**. Any Settlement Notice

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returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be remailed to the forwarding address affixed thereto within seven (7) calendar days of receipt of the returned Settlement Notice by the Settlement Administrator. If no forwarding address is provided, the Settlement Administrator shall attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address, and/or Social Security Number of the Class Member involved, and shall then perform a re-mailing to the Class Member whose Settlement Notice was returned as non-deliverable within seven (7) calendar days of receipt of the returned Settlement Notice by the Settlement Administrator, assuming another mailing address is identified by the Settlement Administrator. Class Members who are sent a re-mailed Settlement Notice shall have their Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-mails the Settlement Notice. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Settlement Notice does not receive the Settlement Notice, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

iii. **Determination of Individual Class Payments and Individual PAGA Payments**. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Class Payment and Individual PAGA Payment, under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of each Individual Class Payment and Individual PAGA Payment shall be binding upon the Class Members, PAGA Group Members, and the Parties. In the absence of fraud or gross negligence, Defendants' workweek estimates shall be presumed accurate.

iv. **Disputes Regarding Administration of Settlement**. Any dispute not resolved by the Settlement Administrator concerning the administration of the Settlement shall be resolved by the Court.

b. **Certification Reports Regarding Individual Class Payment Calculations**. The Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report which certifies: (i) the number of Class Members who have submitted valid

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Requests for Exclusion or Notices of Objection; and (ii) whether any Class Member has submitted a challenge to any information contained in their Settlement Notice, including but not limited to the number of Class Members from the Settlement Class who have submitted a Workweek Dispute. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

c. **Best Efforts**. The Parties agree to use their best efforts to carry out the terms of this Settlement.

53. **Funding and Allocation of Gross Settlement Amount**. The Gross Settlement Amount and Employer's Share of Payroll Taxes shall be paid by Defendants in one lump sum payment within fourteen (14) calendar days of the Effective Date.

a. **Payments to the Settlement Class**. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Gross Settlement Amount shall revert to Defendants or result in an unpaid residue. The Settlement Administrator shall first compute the Net Settlement Amount by deducting from the Gross Settlement Amount the Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Costs. To the extent the Court does not approve the full amount of requested attorneys' fees, litigation costs, Service Award, or Settlement Administration Costs, such occasion shall not constitute grounds to terminate or otherwise nullify this Settlement and the Net Settlement Amount will increase accordingly, by the difference between the requested amounts and the amounts awarded by the Court.

i. **Individual Class Payment**. The Settlement Administrator will calculate each Individual Class Payment by dividing the Net Settlement Amount by the combined total number of Workweeks for the Settlement Class, to arrive at the Workweek Value. The Workweek Value will then be multiplied by the number of Workweeks worked by the Class Member during the Class Period to arrive at the Individual Class Payment for that Class Member.

ii. **Individual PAGA Payment**. The Settlement Administrator will

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calculate each PAGA Group Member's Individual PAGA Payment by dividing the 35% of the PAGA Payment to be distributed PAGA Members (*i.e.*, $4,375.00) by the total number of Workweeks worked by the PAGA Group Members, to arrive at the PAGA Workweek Value; and then multiplying the PAGA Workweek Value by the number of Workweeks worked by each PAGA Group Member during the PAGA Period.

iii. Each Class Member's Individual Class Payment and each PAGA Group Member's Individual PAGA Payment shall be calculated solely by the Settlement Administrator using Defendants' Workweek data. Defendants' Workweek data will be presumed to be correct, unless the particular Class Member or PAGA Group Member proves otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the Settlement Administrator and the Settlement Administrator's decision on all Workweek Disputes will be final and non-appealable.

iv. Individual Class Payments and Individual PAGA Payments shall be mailed by the Settlement Administrator by regular First-Class U.S. Mail to each Participating Class Member and PAGA Group Member's last known mailing address within ten (10) calendar days after Defendants' funding of the Gross Settlement Amount. Prior to mailing the Individual Class Payments and the Individual PAGA Payments, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes on the Class List.

v. The Settlement Administrator may, in its discretion, distribute the Individual Class Payment and Individual PAGA Payment by way of a single check that combines both payments.

vi. Individual Class Payments shall be allocated as follows: ten percent (10%) to wages, subject to all applicable tax withholdings (to be reported on IRS Form W-2); and ninety percent (90%) to penalties and interest (to be reported on IRS Form 1099). Individual PAGA Payments shall be allocated as one hundred percent (100%) penalties (to be reported on IRS Form 1099). The Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and shall remit and report the applicable portions of the

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payroll tax payment to the appropriate taxing authorities in a timely manner. Defendants will be responsible for paying the Employer's Share of Payroll Taxes and this amount will not be deducted from the Gross Settlement Amount or Net Settlement Amount.

vii. Any Individual Class Payment check and/or Individual PAGA Payment check issued by the Settlement Administrator shall be valid for one hundred eighty (180) calendar days ("Check Stale Date"), after which time it shall automatically be cancelled. Any funds remaining in the Qualified Settlement Fund as a result of an individual's failure to cash or deposit their checks by the Check Stale Date shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or PAGA Group Member.. In the event the Court does not approve distribution of such funds to the State Controller's Unclaimed Property Fund, then any such residual funds shall be distributed to the *cy pres* recipient: Legal Aid At Work.

viii. In the event a Participating Class Member or PAGA Group Member fails to cash/deposit his or her Individual Class Payment check and/or Individual PAGA Payment check, the individual shall nevertheless remain bound by the Settlement, as set forth herein.

ix. All monies received by Participating Class Members under the Settlement which are attributable to wages shall constitute income to such Participating Class Members solely in the year in which such monies are received by the Participating Class Members. It is expressly understood and agreed that the receipt of Individual Class Payments and/or Individual PAGA Payments shall not entitle any Participating Class Member or PAGA Group Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Participating Class Member or PAGA Group member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that the Individual Class Payments and Individual PAGA Payments provided for in this Settlement are the sole payments to be made by Defendants to Participating Class Members and PAGA Group Members in connection with this

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Settlement, with the exception of Plaintiff, and that the Participating Class Members and PAGA Group Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Class Payments and/or Individual PAGA Payments. Furthermore, the receipt of Individual Class Payments and Individual PAGA Payments by Participating Class Members and PAGA Group Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Participating Class Member(s)/PAGA Group Member(s) and Defendants.

b. **Class Representative Service Award**. For purposes of this Settlement only, the Parties agree to the designation of Plaintiff as Class Representative. In recognition of her time and effort in bringing and presenting the Action and in consideration for her releases herein and compliance with the terms and obligations of this Agreement, Plaintiff may request a Class Representative Service Award of up to Ten Thousand Dollars ($10,000.00), subject to Court approval. The Class Representative Service Award will be in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment paid pursuant to the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the Class Representative Service Award. In the event the court awards less than the requested amount for the Class Representative Service Award, the difference shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Class Payments.

c. **Class Counsel Award**. Class Counsel shall be entitled to request attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount, which amounts to Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($41,666.67), subject to Court approval. In addition, Class Counsel shall also be entitled to request an award of costs associated with Class Counsel's prosecution of the Action, in an amount not to exceed Ten Thousand Dollars ($10,000.00), subject to Court approval. In the event the Court awards Class Counsel less than Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($41,666.67) in attorneys' fees and/or less than Ten Thousand

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Dollars ($10,000.00) in costs, the difference shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Class Payments. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

54. **Settlement Administration Costs**. The Settlement Administration fees and expenses, which are estimated not to exceed Five Thousand and Nine Hundrey Fifty Dollars ($5,950.00), shall be paid from the Gross Settlement Amount. Prior to Plaintiff filing a Motion for Final Approval of the Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration Costs to date.

55. **Payroll Taxes**. In accordance with this Settlement and to the fullest extent possible, the Gross Settlement Amount shall resolve, satisfy, and completely extinguish all of Defendants' liability with respect to the Participating Class Members and PAGA Group Members, except that the Defendants shall solely be responsible for the Employer's Share of Payroll Taxes, which Defendants will pay in addition to the Gross Settlement Amount, and for any amounts due under the Escalator Clause in Paragraph 56 in the event it is triggered.

56. **Escalator Clause**. The Gross Settlement Amount is premised on Defendants' representation that there are no more than 81 individuals in the Settlement Class who worked no more than 4,515 Workweeks during the Class Period. If at the time of Preliminary Approval, the number of actual Workweeks worked during the Class Period exceeds 4,515 Workweeks, Defendants will increase the Gross Settlement Amount on a *pro rata* basis, based on $27.68 per Workweek for each Workweek over 4,515.

57. **Duties of the Parties Prior to Court Approval**.

a. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall also apply to the Court for the entry of an Order as follows:

i. Certifying the Settlement Class for settlement purposes only;

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ii. Approving, as to form and content, the proposed Settlement Notice;

iii. Approving the manner and method for Class Members to object or request exclusion from the Settlement, as contained herein and within the Settlement Notice;

iv. Directing the mailing of the Settlement Notices to Class Members, by First-Class Mail;

v. Preliminarily approving the Settlement subject only to the objections of Participating Class Members and final review by the Court; and

vi. Setting a Final Approval Hearing.

b. Class Counsel shall provide Defense Counsel with the opportunity to review and comment on drafts of all papers to be filed in connection with the motion for preliminary approval (notice of motion, memorandum of points and authorities, and declarations) before filing such motion with the Court. Plaintiff's motion for preliminary approval shall also include a proposed order that is mutually agreed upon by the Parties. Defendants shall not oppose Plaintiff's motion for preliminary approval to the extent it is consistent with the terms and conditions herein.

58. **Confidentiality Before Preliminary Approval**. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the motion for preliminary approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to the court's inquiry or a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; (6) the settlement administrator. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. This paragraph does not restrict Class Counsel from complying with any of

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their ethical obligations under the Agreement, nor will it preclude Class Counsel from communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. This paragraph also does not preclude Class Counsel from referring to the settlement in any future Court filings (whether in this case or in other proceedings) in support of its qualifications as counsel. The Parties may also make public statements to the Court as necessary to obtain approval of the Settlement.

59. **Final Settlement Approval Hearing and Entry of Final Order and Judgment**. At the Final Approval Hearing, Class Counsel will move the Court for entry of a Final Order and Judgment in accordance with the California Rule of Court 3.769(h). Class Counsel will seek approval of the Settlement as being fair, reasonable, and adequate to the Class Members within the meaning of California Code of Civil Procedure §§ 877 and 877.6. Class Counsel and Defense Counsel will submit to the Court such pleading and/or evidence as required for the Court's determination. Class Counsel will also submit a fee and cost application to be determined at the Final Approval Hearing. Class Counsel will also comply with the requirements for submission and approval of PAGA settlements, set forth in California Labor Code § 2699(l). The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for final approval.

60. **Duties of the Parties Following Final Approval**. Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed Final Order of Approval and Judgment:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and costs and approving payment of Settlement Administration Costs;

c. Approving the Class Representative Service Award payment to Plaintiff;

d. Setting a date when the Parties shall submit the Final Report regarding the distribution of the Gross Settlement Amount pursuant to California Code of Civil Procedure § 384, and, if necessary, a date for a final accounting hearing following its receipt of the Final

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Report; and

e. Entering judgment in this Action barring and enjoining all members of the Settlement Class from prosecuting against any of the Released Parties, any individual, class, or representative claims released herein pursuant to the Settlement Agreement, upon satisfaction of all payments and obligations hereunder.

61. **Nullification of Settlement**. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Settlement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Settlement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal, or administrative action against Defendants or any of the other Released Parties.

62. **Plaintiff's Waiver of Right to Be Excluded**. Plaintiff agrees that by signing this Settlement Agreement, she will be bound by the terms herein. Plaintiff further agrees that, upon signing this Settlement Agreement, she will not request to be excluded from this Settlement and that any such request for exclusion by Plaintiff will be void and of no force or effect.

63. **No Admission by Defendants**. Defendants deny all claims alleged in this Action and deny all wrongdoing whatsoever by Defendants. Neither this Settlement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendants as an admission or indication with respect to any claim of any fault, concession, or omission by Defendants or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement purposes only. The Parties further agree that this Settlement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are liable to Plaintiff or any Class Member, other than according to the terms of this Settlement.

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64. **Waiver**. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

65. **Judgment and Continued Jurisdiction**. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

66. **Enforcement of Agreement.** This Agreement is enforceable under California Code of Civil Procedure § 664.6, and the Court shall retain jurisdiction to enforce the terms and provisions of this Agreement. In the event one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, to declare rights and/or obligations under this Settlement, or to seek rescission of the Settlement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties their reasonable attorneys' fees, costs, and expenses, including expert witness fees and costs, incurred in connection with any such enforcement action or proceeding.

67. **Exhibits and Headings**. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. The Exhibits to this Settlement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted for convenience of reference only.

68. **Amendment or Modification**. This Settlement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest, or by Court order.

69. **Entire Agreement**. This Settlement Agreement constitutes the entire agreement

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between the Parties, and no oral or written representations, warranties, or inducements have been made to Plaintiff or Defendants.

70. **Authorization to Enter Into Settlement Agreement**. Class Counsel and Defense Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties, Class Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to affect the implementation of the Settlement. The person signing this Settlement on behalf of each Defendant represents and warrants that he or she is authorized to sign this Settlement on behalf of said Defendant. Plaintiff represents and warrants that she is authorized to sign this Settlement and that she has not assigned any claim, or part of a claim, covered by this Settlement Agreement to a third party. This Settlement Agreement may be executed on behalf of the Class by Plaintiff and Class Counsel. The Parties have cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made of this Settlement Agreement, the same shall not be construed against any of the Parties. The normal rule of construction that ambiguities shall be resolved against the drafter shall not applied in the interpretation of this Agreement.

71. **Binding on Successors and Assigns**. This Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

72. **California Law Governs**. All terms of this Settlement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

73. **Counterparts**. This Settlement Agreement may be executed in one or more counterparts, including via electronic means. All executed counterparts and each of them shall be deemed to be one and the same instrument. Facsimile, DocuSign, or .PDF signatures of any such signed counterparts may be used in lieu of the original for any purpose. Pursuant to California Civil Code Section 1633.7, the Parties agree that they may use DocuSign or similar electronic signature technology to expedite the execution of this Settlement Agreement.

74. **The Settlement is Fair, Adequate, and Reasonable**. The Parties represent that

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this Settlement is a fair, adequate, and reasonable settlement of the Action and that they have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

75. **Invalidity of Any Provision**. Before declaring any term or provision of this Settlement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement as valid and enforceable. In the event the Court declares any material provision of this Settlement invalid, the Settlement will be void and its terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.

76. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

77. **Stay of Litigation**. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release, as of the date(s) set forth below:

DESTINY KING

DATED: 6/25/2026

Signed by:
destiny king
455EFE358D4B485...

Destiny King

AMF FOODS SPE LLC

Docusign Envelope ID: 2B9EDF65-2FA3-84E2-80F6-44E53A3AB7E0

DATED: 6/29/2026

Signed by:
Andrew Feghali
6AEFDDC600DE4B3...

Andrew Feghali
Please Print Name and Title of Authorized Signatory

F & H PIZZA INC.

DATED: 06/26/2026

Scott E Hellam
Scott E Hellam (Jun 26, 2026 20:07:26 PDT)

Scott E Hellam President/CEO
Please Print Name and Title of Authorized Signatory

APPROVED AS TO FORM

DIVERSITY LAW GROUP, P.C.
WEBBER & EGBERT EMPLOYMENT LAW, P.C.

DATED: June 25, 2026

Larry W. Lee
Mai Tulyathan
Kelsey A. Webber
Shaelyn A. Stewart
Attorneys for Plaintiff Destiny King

RAINES FELDMAN LITTRELL LLP

DATED: July 15, 2026

Beth A. Schroeder
Linh H. Tran
Attorneys for Defendants AMF Foods SPE, LLC and F & H Pizza, Inc.

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
Raines Feldman Littrell LLP

515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Tel.: (213) 488-6555
lwlee@diversitylaw.com
ktulyathan@diversitylaw.com

1900 Avenue of the Stars, 19th Floor
Los Angeles, CA 90067
Tel.: (310) 440-4100
bschroeder@raineslaw.com

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.

EXHIBIT B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	81
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	80
Subtotal Admin Only	**$5,950.00**
Not-to-Exceed Total	**$5,950.00**

For 81 Members

Pricing Good for Scope of Estimate Only

April 16, 2026

Case: King v. AMF Foods and F&H Pizza Opt-Out Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan
Firm: Diversity Law Group, APC
Contact Number: (213) 488-6555
Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 81 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	1	$125.00
Programming Database & Setup	$125.00	1	$125.00
Toll Free Setup*	$106.07	1	$106.07
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$50.00	2	$100.00
		Total	**$488.07**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.35	81	$28.35
Notice Packet & Opt-Out Form	$1.25	81	$101.25
Estimated Postage (up to 2 oz.)*	$0.74	81	$59.94
Static Website	$200.00	1	$200.00
		Total	**$589.54**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$1.00	8	$8.10
Remail Notice Packets	$1.50	8	$12.15
Estimated Postage	$0.61	8	$4.94
Programming Undeliverables	$50.00	2	$100.00
		Total	**$235.19**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$150.00	1	$150.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	2	$170.00
		Total	**$660.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$100.00	2	$200.00
QSF Bank Account & EIN	$125.00	2	$250.00
Check Run Setup & Printing	$125.00	2	$250.00
Mail Class Checks *	$1.00	80	$80.00
Estimated Postage	$0.74	80	$59.20
		Total	**$1,339.20**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$100.00	3	$300.00
Remail Undeliverable Checks (Postage Included)	$1.75	16	$28.00
Case Associate	$50.00	4	$200.00
Reconcile Uncashed Checks	$85.00	2	$170.00
Conclusion Reports	$100.00	3	$300.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$110.00	2	$220.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,250.00	1	$1,250.00
		Total	**$2,638.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: $5,950.00

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT C

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
Raines Feldman Littrell LLP

515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Tel.: (213) 488-6555
lwlee@diversitylaw.com
ktulyathan@diversitylaw.com

1900 Avenue of the Stars, 19th Floor
Los Angeles, CA 90067
Tel.: (310) 440-4100
bschroeder@raineslaw.com

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.