

LEGAL NOTICE

YOU MAY BE ENTITLED TO RECEIVE A VOUCHER OR ALTERNATIVE MONETARY PAYMENT

TO: Any and all California residents who purchased products at any of the four Domino's locations in San Francisco: (a) 3116 Noriega Street, San Francisco, California 94116; (b) 320 Bayshore Blvd., San Francisco, California 94142; (c) 5200 Geary Blvd., San Francisco, California 94118; and (d) 728 Geary Street, San Francisco, California 94109. If you paid a six percent charge collected by these locations for San Francisco's Health Care Security Ordinance ("HSCO") between December 4, 2023 and August 12, 2026,

YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS.

A settlement has been proposed in a class action lawsuit pending in the San Francisco County Superior Court for the State of California entitled *Hayden Miller, et al., individually and on behalf of all others similarly situated, v. Asi Foods Inc., et al.*, San Francisco Superior Court Case No. CGC-25-630503 (the "Class Action"). This notice explains the nature of the lawsuit, the general terms of the proposed settlement, and your legal rights and obligations.

WHAT THE CLASS ACTION IS ABOUT

Plaintiffs in the Class Action filed a class action lawsuit against Asi Foods Inc., Aai Foods Inc. Ahi Foods Inc., Ari Foods Inc. ("Defendants") which operate the Domino's Pizza franchises at the above four locations. The Class Action alleges that Defendants charged a fee of six percent of an order paid by consumers associated with the San Francisco Health Care Security Ordinance but improperly identified the fee as a tax to consumers, and that this practice violated California law.

Defendants deny any wrongdoing and any liability whatsoever.

The Parties have concluded that it is in their best interests to settle the Class Action on the terms generally set forth herein in order to avoid expense, inconvenience, and interference with ongoing business operations.

A Judge of the San Francisco Superior Court has determined that the Class Action should proceed, for purposes of settlement only, with Plaintiffs as the representatives of the Class, and has granted preliminary approval of the settlement, subject to a final fairness hearing discussed below.

THE PROPOSED SETTLEMENT

Defendants no longer pass on the HSCO fee to consumers and have not done so since January 2026. Defendants have agreed that if the HSCO fee is passed on to consumers in the future, it will be clearly and conspicuously disclosed, though they deny that such modifications were necessary to comply with California law. Defendants have agreed to provide one of two alternatives to Class Members: (1) a Voucher in the amount of seventy-five percent (75%) of the HSCO fee paid during

the class period; or (2) a Monetary Alternative in the form of a payment in the amount of fifty percent (50%) of the fee paid during the class period. The fee paid will be calculated based on records of your purchase history maintained by Defendants. The Voucher will only be valid at Defendant's four Domino's locations. For those Class Members for whom Defendants have a valid e-mail address, the Voucher will be sent as a default and automatically with no further action required by you. For those Class Members for whom Defendants have a valid e-mail address, but prefer the Monetary Alternative instead of a Voucher, you must timely file a valid Claim selecting the Monetary Alternative instead of the Voucher or else you will receive a Voucher. For those Class Members who did not provide a valid-email address when ordering, you must timely submit your proof of purchase(s) to the Claims Administrator at asifoodssettlement.com and you will be provided a login to submit a Claim. Class members who lack internet access may contact Plaintiff's counsel using the information set forth below for assistance in processing a claim.

Subject to Court approval, Class Representatives and named plaintiffs Hayden Miller, Abraham Barkhordar, and Daniel Baxter ("Class Representatives") will seek an enhancement of up to \$1,500 for their services as Class Representatives and their efforts in bringing the Class Action, and the attorneys for the Class ("Class Counsel") will seek up to \$200,000 for their attorneys' fees and reimbursement of costs. The final decision regarding the amount of attorneys' fees, costs, and enhancements that will be paid to Class Counsel and the Class Representative are subject to the discretion of the Court and the Court's approval. Payment of attorneys' fees, costs, or enhancement will not affect the benefits provided to the Class.

RELEASE OF ALL CLAIMS

If the Court approves the proposed settlement, it will enter judgment and all Class Members who do not validly and timely request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives shall release and forever discharge Defendants and Domino's Pizza LLC and each of their parent, sister and subsidiary corporations, affiliated entities, predecessors, successors, assigns, legatees, heirs, and personal representatives from any and all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, during the Class Period that (1) were alleged by Plaintiffs, based on violation of the Consumer Legal Remedies Act, the Unfair Competition Law, the False Advertising Law, or common law fraud, relating to or arising from the presentation, charging or collection of HSCO fees at issue in the Action, and/or (2) arise from the factual allegations in the Operative Complaint.

FINAL FAIRNESS HEARING

On December 18, 2026 at 10:30 am, a hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing will take place before Judge Jeffrey S. Ross in the Superior Court of California County of San Francisco at 400 McAllister Street, San Francisco, CA 94102.

HOW TO RECEIVE YOUR SETTLEMENT PAYMENT

For Class Members that provided a valid e-mail address when ordering, a Voucher to your email without any further action required by you. For Class Members who prefer to receive a Monetary Value rather than a Voucher, you must submit a Claim Form. A Claim Form is available at the Settlement Website at asifoodssettlement.com. Read the instructions carefully, fill out the form, and submit it before 11:59 pm on November 8, 2026. For Class Members who did not receive an e-mail or made purchases not associated with their e-mail, you must submit a proof of purchase(s) showing the amount paid to the Claims Administrator at info@asifoodssettlement.com and the Claims Administrator will provide valid submissions with a login and instructions on submitting a claim.

For Class Members with valid e-mail addresses with Defendants, if you do not submit a valid and timely Claim Form, you will receive a Voucher. For Class Members without a valid e-mail address with Defendants, if you do not submit a valid and timely claim, you will receive no benefits under the settlement but you will still be bound by the settlement unless you exclude yourself. The date of delivery of a claim form is deemed to be the date of the submission of the form to the Claims Administrator.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

You have the right to exclude yourself from the Class and the settlement. To exclude yourself from the Class, you must submit a letter by U.S. Mail, email, or online at the Settlement Website, saying that you wish to do so. **The Request for Exclusion must state:**

“I request that I be excluded from the Settlement in *Miller v. ASI Foods Inc.*, San Francisco Superior Court Case No. CGC-25-630503. I understand that by requesting to be excluded from the Class, I will not receive any benefits under the Settlement.”

You must also include: (1) the name of this Action (“*Miller v. ASI Foods, Inc.*”); (2) your full name, current address, and telephone number; and (3) the words “Request for Exclusion” at the top of the document. To submit your exclusion by mail, email or online at the Settlement Website, use the information set forth below. If you are sending it by mail, it must be mailed to the address below and postmarked **no later than October 24, 2026**:

MILLER v ASI FOODS INC
C/O SETTLEMENT ADMINISTRATOR
PO BOX 23698
JACKSONVILLE, FL 32241-3698
info@asifoodssettlement.com
asifoodssettlement.com

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED OR SUBMITTED ON OR BEFORE OCTOBER 24, 2026 WILL NOT BE HONORED.

You cannot exclude yourself by telephone. You cannot exclude yourself by submitting a request to any other location on or after the October 24, 2026 deadline. The letter must be submitted by you, for you alone.

If you timely and validly request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Class Action, and you will not be precluded from otherwise prosecuting any individual claim, if timely, against Defendants based on the conduct complained of in the Class Action.

HOW TO OBJECT TO THE SETTLEMENT

If you are a Class Member, you can object to the proposed settlement if you do not think the proposed settlement is fair, reasonable or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you may submit a letter stating that you object to the proposed settlement. Be sure to include (1) the name of the this Action (“*Miller v. Asi Foods Inc.*”); (2) your full name, current address, and telephone number; (3) your signature; (4) the word “Objection” at the top of the document; and (5) the legal and factual arguments supporting the objection.

Mail, email, or submit the Objection to the Settlement Administrator no later than October 24, 2026:

MILLER v ASI FOODS INC
C/O SETTLEMENT ADMINISTRATOR
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JACKSONVILLE, FL 32241-3698
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Class Members who fail to make objections in this manner will be deemed to have waived any objections and will be foreclosed from making any objections, whether by a subsequent objection, intervention, appeal or any other process. If your objection is rejected, you will be bound by the final judgment just as if you had not objected. You must submit your Objection by no later than October 24, 2026 for your Objection to be considered by the Court. You may also appear and speak at the Fairness Hearing whether or not you submitted a timely written objection.

You cannot both object to the Settlement and opt out of the Settlement. If you submit both an objection and an Opt Out Request, only the Opt Out Request will be deemed effective.

You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorneys’ fees and costs.

ATTENDING THE FINAL FAIRNESS HEARING

You do not have to attend the hearing. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit a written objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. You cannot speak at the hearing if you have excluded yourself from the settlement.

ADDITIONAL INFORMATION

This description of the Class Action is general and does not cover all of the issues and proceedings thus far. In order to see the complete file including the individual terms of the settlement, you should visit the Court's website at <https://webapps.sftc.org/ci/CaseInfo.dll> and enter the Case Number in the search box.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.