SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

HAYDEN MILLER, ABRAHAM BARKHORDAR, and DANIEL BAXTER, individually, and on behalf of all others similarly situated, and the general public Plaintiffs, v. Asi Foods, Inc, a California corporation; Aai Foods Inc, a California corporation; Ahi Foods Inc, a California corporation; Ari Foods Inc, a California corporation; ALI H. IQBAL, an individual; Domino's Pizza, LLC, a Michigan limited liability company, and DOES 1 through 10, inclusive, Defendants.	Case No. CGC-25-630503 ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL

Before the court is an unopposed motion by plaintiffs Hayden Miller, Abraham Barkhordar, and Daniel Baxter for preliminary approval of the settlement[1] reached with defendants Asi Foods, Inc., Aai

[1] Defendant Domino's Pizza is not a signatory to the settlement agreement, however, "[t]he proposed Settlement resolves all of the claims against Domino's Pizza, LLC ('DPL') and, should the Court grant final approval, all claims against DPL will be released…" (Supp. MPA in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, at p. 2.)

Foods Inc., Ahi Foods, Inc., Ari Foods Inc., and Ali Iqbal. This matter was scheduled for hearing on August 14, 2026, at 9:30 a.m. in Department 613, the Honorable Jeffrey S. Ross presiding. The court determines that this matter can be determined without hearing. IT IS HEREBY ORDERED that the court **VACATES** the August 14, 2026, hearing, **GRANTS** the motion for preliminary approval of the Revised Settlement Agreement and Release ("settlement agreement") attached to this order as **Exhibit A**, a final approval hearing is **RESERVED** for **December 18, 2026, at 10:30 a.m.**, and the court otherwise **ORDERS** as follows:

1. Except as otherwise specified here, the court adopts and incorporates by reference the terms and definitions of the settlement agreement.

2. The following Settlement Class[2] is conditionally certified for settlement purposes (SA, § 1.8): "*any and all individuals who resided in California and purchased items from Defendants' four San Francisco Locations and paid the Disputed Fee from December 4, 2023, to August 12, 2026.*"

3. The court finds that the Settlement Class meets the requirements for certification under Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and ascertainable; (2) there are predominant common questions of law or fact; (3) Miller, Barkhordar, and Baxter's claims are typical of the claims of the members of the proposed Settlement Class; and (4) a class action is superior to other methods to efficiently adjudicate this controversy.

4. The court has considered the *Dunk/Kullar* factors and preliminarily approves the settlement because it appears to be within the range of possible final approval as a fair, adequate, and reasonable settlement.

5. For settlement purposes only, Miller, Barkhordar, and Baxter are appointed as class representatives. The court preliminarily finds they will adequately represent the Settlement Class for settlement purposes.

6. For settlement purposes only, HammondLaw, P.C. is appointed as Class Counsel. The court preliminarily finds that Class Counsel will fairly and adequately represent the Settlement Class for

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[2] The class does not include "(a) any persons who validly and timely submit a Request for Exclusion according to the terms of this Agreement; (b) Defendants and their officers, directors, employees, agents, and affiliates; Alexander Xue; counsel for the parties, any members of the judiciary to whom this case is assigned, their staff, and immediate family members." (SA, § 1.8.)

settlement purposes.

7. American Legal Claim Services, LLC is appointed as settlement administrator. American Legal Claim Services, LLC shall carry out all of the duties and responsibilities as set forth in the settlement agreement and this order, including, inter alia, the provision of notice to the Settlement Class.

8. The court approves the proposed form of notices—including the long-form notice, short-form notice, in-store notice, and publication notice—attached to this order as **Exhibit B** (long-form notice), **Exhibit C** (short-form notice), **Exhibit D** (in-store notice), and **Exhibit E** (publication notice). The court finds that distribution of the approved notices in accordance with the plan set forth in the settlement agreement (a) constitute the best notice practicable under the circumstances, (b) constitute valid, due, and sufficient notice to all members of the Settlement Class, and (c) comply fully with the requirements of California Code of Civil Procedure section 382 and California Rules of Court 3.766 and 3.769.

9. The court additionally approves the claim forms, attached to this order as **Exhibit F** (claim form for individuals sent an email) and **Exhibit G** (claim form for individuals without email).

10. On **December 18, 2026, at 10:30 a.m.**, in Department 613 this court will hold a final approval hearing to determine whether the settlement agreement should be finally approved as fair, reasonable, and adequate as well as the attorney's fees, costs, and service award that should be approved. All briefing and evidence for the motion for final approval and the motion for attorney's fees, costs, and service awards shall be filed no later than **November 18, 2026**, with two paper courtesy copies of all briefing and evidence promptly delivered to Department 613. Electronic courtesy copies of the proposed order and proposed final form of judgment (in Word format) shall be delivered to the Department 613 email inbox contemporaneously with e-filing. Class Counsel shall promptly inform the court of contemplated appearances by members of the Settlement Class, including whether an interpreter is needed. The court may change the date or time of the final approval hearing without further notice to the Settlement Class.

Dated: August 12, 2026

Jeffrey S. Ross

JEFFREY S. ROSS
Judge of the Superior Court

EXHIBIT A

REVISED SETTLEMENT AGREEMENT AND RELEASE

THIS REVISED SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is entered into by and between plaintiffs Hayden Miller, Abraham Barkhordar, and Daniel Baxter, individually and in their representative capacity as plaintiffs on behalf of the class of persons defined below ("Plaintiffs"), and defendants Asi Foods Inc, Ahi Foods Inc, Aai Foods, Inc, Ari Foods Inc., and Ali H. Iqbal ("Defendants"). Plaintiffs and Defendants are collectively referred to herein as the "Parties."

RECITALS

1. On or about October 24, 2025, Plaintiffs filed a class action complaint in the Superior Court of California for the County of San Francisco (the "Court") entitled *Miller, et al. v. Asi Foods Inc., et al.,* case number CGC-25-630503 (the "Litigation" or "Action"). On or about December 19, 2025, Plaintiffs filed the operative Second Amended Complaint (the "Operative Complaint").

2. Plaintiffs allege in the Action claims for: (1) violations of the Consumer Legal Remedies Act, Cal. Civil Code §§ 1750 et seq.; (2) fraud; (3) violations of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 et seq.; and (4) violations of the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 et seq. Plaintiffs seek to represent a class of all similarly situated persons consisting of all individuals who resided in California and purchased items from any of Defendants' Four San Francisco Locations since December 4, 2023.[1]

3. The Parties engaged in mediation before a neutral third party, Stephanie Chow, on April 29, 2026. At the conclusion of the mediation, the Parties entered a Memorandum of Understanding, which is formalized in this Agreement.

4. The Parties investigated the facts and analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action. Plaintiffs and their counsel believe that the claims asserted have merit. Defendants believe that the claims asserted are without merit and the Defendants have complete defenses thereto and that the claims are subject to arbitration. The Parties have each looked at the uncertainties of trial or arbitration and the likely appeals of any rulings in favor of either Plaintiffs or Defendants. Based on the foregoing, the Parties desire to settle this matter and resolve their claims without additional litigation.

5. Accordingly, it is now the intention of the Parties and the objective of this Agreement to avoid the costs of trial and settle and dispose of, fully and completely and forever, the claims released herein and described below.

[1] The Second Amended Complaint sought to represent a class since July 1, 2024. The Parties negotiated a settlement to include a class since December 4, 2023, the date Defendants began operating the four San Francisco locations at issue.

1. DEFINITIONS

Unless otherwise indicated above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this section use terms that are defined later in the section.

1.1 **"Agreement"** means this Settlement Agreement and Release, including all exhibits hereto.

1.2 **"Authorized Claim"** means the Claim of an Authorized Claimant for a Monetary Payment, in lieu of a Voucher, to which the Authorized Claimant is entitled.

1.3 **"Authorized Claimant"** means any Class Member who validly and timely submits a Claim for a Monetary Payment, in lieu of a Voucher, according to the terms of this Agreement.

1.4 **"Claim"** means a claim made by a Class Member for a Monetary Payment, in lieu of a Voucher, under this Agreement.

1.5 **"Claim Form"** refers to the Claim Forms attached hereto as **Exhibits C and D** to be made available on the internet.

1.6 **"Claims Administrator"** or "**Settlement Administrator**" means or refers to the professional claims administrator agreed upon by the parties to effectuate the Settlement.

1.7 **"Claimant"** means any Class Member who submits a Claim for a Monetary Payment, in lieu of a Voucher, under this Agreement.

1.8 **"Class"** or **"Class Members"** means any and all individuals who resided in California and purchased items from Defendants' Four San Francisco Locations and paid the Disputed Fee from December 4, 2023 to the date of the Preliminary Approval Order. The terms "Class" or "Class Members" shall not include: (a) any persons who validly and timely submit a Request for Exclusion according to the terms of this Agreement; (b) Defendants and their officers, directors, employees, agents, and affiliates; Alexander Xue; counsel for the parties, any members of the judiciary to whom this case is assigned, their staff, and immediate family members.

1.9 **"Class Counsel" or Plaintiffs' Counsel means the law firm of HammondLaw, P.C., whose contact information is below:**

Julian Hammond
J. Mark Moore
Polina Brandler
Ari Cherniak
HAMMONDLAW, P.C.
1201 Pacific Ave., Suite 600
Tacoma, WA 98402
310-807-1666
jhammond@hammondlawpc.com
mmoore@hammondlawpc.com
pbrandler@hammondlawpc.com

acherniak@hammondlawpc.com

1.10 **"Class Notice"** means the legal notice of the terms of the proposed settlement, as approved by Plaintiffs' Counsel, Defendants' Counsel, and the Court, to be provided to Class Members pursuant to Section 3.2 of this Agreement. The Class Notice shall be substantially in the forms ("Short Form" and "Long Form") attached as **Exhibits A and B** hereto.

1.11 **"Class Period"** shall mean December 4, 2023 until the date of that the Court enters the Preliminary Approval Order.

1.12 **"Court"** means the Superior Court of California for the County of San Francisco in the Action.

1.13 **"Defense Counsel"** means the law firm of Hahn Loeser & Parks LLP.

1.14 **"Disputed Fee"** means the six percent merchant imposed fees paid by Class Members during the Class Period related to San Francisco's Health Care Security Ordinance ("HSCO") that Plaintiffs allege was misrepresented as a tax.

1.15 **"Fairness Hearing"** means the hearing at or after which the Court will make a final decision whether to approve this Agreement as fair, reasonable and adequate.

1.16 **"Final Approval Order and Judgment"** means the order finally certifying the Class for settlement purposes only and approving the Settlement and this Agreement, as contemplated in Section 3.9 of this Agreement.

1.17 **"Final Effective Settlement Date"** shall be (a) the date thirty-five (35) days after the entry of the Final Judgment and Order Approving Settlement, if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain review had been initiated, the date thirty-five (35) days after such appeal or other review has been finally concluded and is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise.

1.18 **"Four San Francisco Locations"** means: (a) Asi Foods' Domino's store located at 3116 Noriega Street, San Francisco, California 94116; (b) Aai Foods' Domino's store located at 320 Bayshore Blvd., San Francisco, California 94142; (c) Ahi Foods' Domino's store located at 5200 Geary Blvd., San Francisco, California 94118; and (d) Ari Foods' Domino's store located at 728 Geary Street, San Francisco, California 94109.

1.19 **"Monetary Alternative"** shall be the monetary payment in lieu of the Voucher.

1.20 **"Notice Date"** means the date the Claims Administrator provides the Class with notice of the proposed settlement via email.

1.21 **"Preliminary Approval Order"** means the order: (1) provisionally certifying the Class for settlement purposes only; (2) determining that Plaintiffs adequately represent the Class and shall be its class representatives; (3) appointing Plaintiffs' Counsel as counsel for the Class; (4) approving the method of notice; and (5) setting a date for the Fairness Hearing, as contemplated in Sections 2.1 and 3.1 of this Agreement.

1.22 **"Releasees"** are Defendants, Ali Iqbal, and Domino's Pizza LLC and each of their parent, sister and subsidiary corporations, affiliated entities, predecessors, successors and assigns, and any of their present and former directors, officers, employees, shareholders, agents, partners, licensors, privies, representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert with them, or any of them.

1.23 **"Settlement"** means the settlement of this Action and related claims effectuated by this Agreement.

1.24 **"Voucher"** means a voucher redeemable only at the Four San Francisco Locations.

2. SETTLEMENT TERMS

2.1 **Certification Of The Class.** For the purposes of Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be provisionally certified pursuant to Cal. R. Ct. 3.769(d) in accordance with the definition contained in Section 1.8, that Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives, and that Plaintiffs' Counsel shall be appointed as counsel for the Class. Plaintiffs shall apply to the Court for entry of the Preliminary Approval Order, as provided in Section 3.1 of this Agreement.

2.2 **Injunctive Relief.** Without admitting liability or that such changes are necessary to comply with the law, Defendants agree to entry of a permanent injunction on the terms set forth in **Exhibit E** hereto and will cooperate in seeking entry of that injunction by stipulation or otherwise.

2.3 **Award To The Settlement Class.** Defendants will provide Class Members who do not opt out one of the following options:

> **Option One [Voucher]:** 75% of the amount of the Disputed Fee collected from them during the Class Period [calculated at 0.75 x Disputed Fee(s) that each Class Member paid as determined by Defendants' records], as a default payment, provided via a Voucher sent to the email that Defendants have recorded and associated with each Class Member. The Vouchers: (i) shall be redeemable only at the Four San Francisco Locations; (ii) shall not expire; (iii) shall not be transferable and valid for a single use only; (iv) are not redeemable for cash and are not "gift certificates" governed by California Civil Code § 1749.45 through § 1749; (v) shall not be valid for past purchases, and (vi) shall not be replaced if lost or stolen
>
> Or
>
> **Option Two [Monetary Alternative]:** if Class Members prefer the monetary value of the Disputed Fee instead of the voucher, and submit a timely and valid Claim Form as set forth in Section 3.3 of this Agreement, 50% of the amount of the Disputed Fee collected

from them during the Class Period [calculated at 0.50 x Disputed Fee(s) as determined by Defendants' records]

2.4 Calculation of Disputed Fee And Award To The Settlement Class. As set forth in Section 2.3, the Voucher and Monetary Alternative will be calculated based on a percentage of the Disputed Fee. Defendants represent that it maintains records of the amount of the Disputed Fee paid by Class Members which is associated with the email provided when making those purchases. If a Class Member made a purchase not associated with the Class Member's e-mail account, the Class Member may present a proof of purchase to the Claims Administrator in accordance with Section 2.5.

2.5 Class Members Who Have Not Previously Provided Email Addresses To Defendants. As set forth in Section 3.2(a). Defendants estimate that they have email addresses for approximately 95 percent of Class Members based on information provided during their purchases. For Class Members that have not provided email addresses when making their purchases, those Class Members must provide a proof of purchase(s) to the Claims Administrator to support their claim. For valid and timely submissions, the Claims Administrator will create a login information for those Class Members to submit a Claim substantially similar to **Exhibit D**.

2.6 Attorneys' Fees And Expenses. Prior to the Fairness Hearing, Plaintiffs' Counsel shall apply to the Court for an award of attorneys' fees and expenses incurred in prosecuting this Action on behalf of Plaintiffs and the Class in the amount of Two Hundred Thousand Dollars ($200,000). Defendants agree not to object to Plaintiffs' Counsel's request for an award of attorneys' fees and expenses up to $200,000, but in no event shall Defendants be liable for any attorney fees and expenses for Class Counsel in excess of $200,000. Defendants shall fund the fee and expenses awarded by the Court, up to $200,000, within fifteen (15) calendar days of the Final Effective Date. The amount of attorneys' fees and costs was negotiated at arm's length through a mediator, and only after agreement was reached on all substantive terms of settlement.

2.7 Enhancement Award to Plaintiffs. Prior to the Fairness Hearing, Plaintiffs' Counsel shall apply to the Court for an enhancement award to Plaintiffs in the amount of One Thousand Five Hundred Dollars ($1,500) for each of the three Plaintiffs in recognition of the efforts expended by Plaintiffs as the Class Representatives in commencing this Action and serving as Class Representatives. Defendants agree not to object to Plaintiffs' Counsel's request of an enhancement award of up to $1,500.00 for each of the three Plaintiffs, but in no event shall Defendants be liable for any enhance award in excess of $1,500. Defendants shall pay the enhancement award ordered by the Court, up to $1,500 for each Plaintiff, within fifteen (15) calendar days of the Final Effective Settlement Date.

2.8 Settlement Implementation Costs. Defendants shall bear all reasonable costs of retaining the Claims Administrator to effectuate the Settlement and providing Class Notice in the manner prescribed in Section 3.2 of this Agreement.

3. CLASS SETTLEMENT PROCEDURES

3.1 Settlement Approval. As soon as practicable after the signing of this Agreement, Plaintiffs shall move the Court for an order: (1) preliminarily approving this Agreement as fair, reasonable and adequate, pursuant to Cal. Code Civ. Proc. § 382 and Cal. R. Ct. 3.769(c); (2) certifying a settlement class, as defined in Section 1.8, pursuant to Cal. Code R. Ct. 3.769(d); (3) approving the form, manner, and content of the Class Notice as described in Section 3.2; (4) setting the date and time of the Fairness Hearing; (5) appointing Plaintiffs as Class Representatives for settlement purposes only; and (6) appointing HammondLaw, P.C. as Class Counsel for settlement purposes only. Defendants shall cooperate with Plaintiffs to obtain preliminary approval of the Settlement consistent with the terms herein.

3.2 Notice. Within 14 days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the names, e-mail address, and mailing address associated with each Class Member. Subject to Court approval as provided in Section 3.1, the Parties agree that no later than 28 calendar days after entry of the Preliminary Approval Order, the Claims Administrator and Defendants will provide the Class with notice of the proposed settlement by the following methods:

(a) **Email.** Starting no later than 28 calendar days after entry of the Preliminary Approval Order, the Claims Administrator will send notice via email to each Class Member for whom Defendants have a valid email address. Defendants estimate that they have email addresses for approximately 95 percent of the class which was provided in association with their purchases. The email notice will be substantially similar to the Short Form Class Notice form attached hereto as **Exhibit B,** including instructions on how to access settlement materials, including the Claim Form substantially similar to the form attached as **Exhibit C**, via the internet.

If the email bounces back, the Settlement Administrator shall promptly perform an in-depth search for a valid email address and resend the Notice to that updated email address. If the email bounces back again, or no other valid email address can be found, the Settlement Administrator shall print and mail the Short Form Class Notice to the Class Member's mailing address. If Defendants did not provide a mailing address, the Settlement Administrator shall perform a skip-trace to locate a valid mailing address.

(b) **In-Store Notice.** Starting no later than 14 calendar days after entry of the Preliminary Approval Order, Defendants will provide notice via publication in each of their respective San Francisco stores for a period of sixty (60) calendar days, substantially similar to the Short Form Class Notice formed attached as **Exhibit B**, including instructions on how to access settlement materials, including the Claim Form substantially similar to the form attached hereto as **Exhibit C**, via the internet.

(c) **Publication.** Starting no later than 14 calendar days after entry of the Preliminary Approval Order, Defendants through the Claims Administrator will provide notice via publication in a single Friday published notice in the San Francisco Chronicle's Business section or similar section that provides notices, and substantially similar to the Short Form Class Notice form attached hereto as **Exhibit B**, including instructions on how to access settlement materials, including the Claim Form substantially similar to the form attached hereto as **Exhibit C**, via the internet. The Publication Notice will provide the website address for the Long Form.

(d) **Internet Posting.** Starting no later than 14 days after the entry of the Preliminary Approval Order, the Claims Administrator will set up an internet based website and post the Long Form Class Notice (substantially similar to **Exhibit A's** Long Form) and Claim Form. The website will be active until 60 days after the Notice Date. The Claim Form to be exhibited on the internet website will be substantially similar to the form attached hereto as **Exhibit C.**

3.3 Claim Form. For only those Class Members that provided e-mail with their purchases and prefer to make a claim the Monetary Alternative as described in Section 2.3, Class Members must accurately complete and submit the Claim Form which is attached as **Exhibit C** to the Claims Administrator no later than 60 calendar days after the Notice Date in order to receive a Monetary Alternative. The Claim Form may be submitted to the Administrator online via the settlement website, by email, or by mail. For only those Class Members that did not provide an e-mail with their purchases and submit a proof of purchase(s) to the Claims Administrator in accordance with Section 2.5, Class Members must accurately completely and submit the Claim Form which is attached as **Exhibit D** to the Claims Administrator no later than 60 calendar days after the Notice date in order to receive a Voucher or Monetary Alternative. For all Claims Forms, the date of delivery is deemed to be the date the form is submitted. The Claims Administrator shall review Claim Forms for completeness, validity, accuracy and timeliness. The Claims Administrator shall have the right to contact any Claimant to request additional information for purposes of determining the validity of any claim. Any Class Member who fails to submit a valid, complete and timely Claim Form shall not receive a Monetary Alternative under the Settlement and will receive the Voucher provided the Class Member has an email address with Defendants. Class Members are not required to complete a Claim Form to receive a Voucher provided the Class Member has an email address with Defendants.

3.4 Objections. Any Class Member who wishes to object to the Settlement may submit an objection to the Settlement Administrator, online via the settlement website, by email, or by mail no later than 45 calendar days following the Notice Date (or other date required by the Court). Written objections must set forth the following:

(a) the name of this Action ("*Miller v. Asi Foods*");

(b) the full name, address, and telephone number of the person objecting;

(c) the word "Objection" at the top of the document; and

(d) the legal and factual arguments supporting the objection.

3.5 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. However, Class Members may appear and speak at the Fairness Hearing whether or not they submitted a timely written objection.

3.6 Disputed Claims. In the event of any dispute over the timeliness or validity of any Claim submitted under this Section, the Parties shall meet and confer in good faith for the purpose of resolving the dispute and, if the dispute cannot be resolved, shall submit the dispute to the Court for resolution. In the event of a dispute, the records in Defendants' custody and maintained by Defendant in the ordinary course of business shall be entitled to a rebuttable presumption of accuracy.

3.7 Proof Of Notice. No later than 16 court days before the Fairness Hearing, or at such other time required by the Court, the Administrator shall submit, through Plaintiffs' counsel, a declaration confirming that the Class Notice has been provided in accordance with Section 3.2 of this Agreement with respect to email notice, publication notice and internet posting. Similarly, no later than 16 court days before the Fairness Hearing, or at such other time required by the Court, Defendants shall file a declaration confirming that the in-store was provided in accordance with Section 3.2, including photographic or other verifiable evidence of such notice on a weekly basis during the period of in-store notice.

3.8 Requests For Exclusion / Opt Outs. Any Class Member who wishes to be excluded from or opt out of the Settlement must submit a written Request for Exclusion to the Settlement Administrator, via the Settlement Website, email, or mail, no later than 45 calendar days following the Notice Date (or other date required by the Court) (the "Opt-Out Deadline"). The Request for Exclusion must set forth the following:

(a) the name of this Action ("*Miller v. Asi Foods*");

(b) the full name, address, and telephone number of the person requesting to be excluded;

(c) the word "Request for Exclusion" at the top of the document; and

(d) a statement that: "I want to be excluded from the Settlement in *Miller v. Asi Foods*. I understand that by excluding myself, I will not receive any benefits under the Settlement."

The Request for Exclusion must be personally submitted by the Class Member who seeks to opt out and will apply only to the single Class Member submitting the Request for Exclusion. Class Members cannot both object to the Settlement and opt out of the Settlement. If a Class Member submits both an objection and an Opt Out Request, only the Opt Out Request will be deemed effective.

Each Class Member who does not submit a Request for Exclusion substantially in compliance with this Section within the deadline set by the Court shall be deemed to participate in the Settlement and all releases provided in this Agreement. For purposes of determining timelines, Requests for

Exclusion shall be deemed to have been submitted on the date postmarked by the postal service or other expedited delivery service.

After conferring with Defense Counsel and the Settlement Administrator regarding the exclusions, Class Counsel shall file a list of Class Members who have timely and validly excluded themselves as part of or a supplement to Plaintiffs' Motion for Final Approval of the Settlement as forth in Section 3.9.

3.9 Final Approval Order And Judgment. No later than sixteen (16) court days prior to the Fairness Hearing, or at such other time required by the Court, Plaintiffs and their expense shall move the Court for final approval of the Settlement. Defendants shall cooperate with Plaintiffs to obtain final approval of the Settlement.

3.10 Effect Of Agreement If Settlement Not Approved. This Agreement is being entered into only for the purpose of settlement. In the event that the Court does not approve the Settlement, or the Final Approval Order and Judgment is not entered for any reason, or the Final Effective Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio*. In that event: (a) the Preliminary Approval Order and all of its provisions shall be vacated by its own terms, and the Action shall revert to the status that existed prior to the execution date of this Agreement, including no certification of a class; and (b) no term of this Agreement or any draft thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for the purpose in the Action, or in any other proceeding.

3.11 Distribution Of Voucher Or Monetary Payment To The Settlement Class. Within thirty-five (35) days following the Final Effective Settlement Date the Claims Administrator shall e-mail Vouchers contemplated under this Agreement to Class Members that did not opt for Monetary Payment. Within thirty-five (35) days following the Final Effective Settlement Date, the Claims Administrator shall e-mail or mail the Monetary Alternative contemplated under this Agreement to the Authorized Claimants, as described above in Section 2.3.

4. CLAIMS ADMINISTRATOR

4.1 Class Data. Data about the Class or Class Members will be provided to the Claims Administrator for the Claims Administrator's eyes only, and it must be kept confidential by the Claims Administrator. The Claims Administrator will sign a confidentiality and non-disclosure agreement due to privacy of the data. Nothing may authorize the Claims Administrator to disclose to Class Counsel any confidential information, non-public personal information, or other information protected by privacy laws.

4.2 Duties Of Claims Administrator. The duties of the Claims Administrator shall include:

(a) Obtain from Defendants the name, email addresses, and mailing addresses for Class Members (to the extent it is reasonably available from Defendants' business records), and verify and update the email addresses and mail addresses received for the purpose of sending the Notice to Class Members;

(b) Establish and maintain the settlement website with all relevant settlement forms, the operative complaint, the Agreement (and any exhibits thereto), any orders and motions relating to the Agreement, and such other documents as Class Counsel and Defendants agree to post; and through which Class Members may submit an objection, request for exclusion, Monetary Alternative, or Proof of Purchase;

(c) Respond to any mailed or emailed Class Member inquiries;

(d) Process all requests for exclusion from the Settlement Class;

(e) Provide weekly reports and, no later than five (5) days after the Opt-Out/Objection Deadline, a final report to Class Counsel and Defendants that summarize the number of requests for exclusion received that week, the total number of exclusion requests received to date, and other pertinent information;

Arrange for notice via publication in a single Friday published notice in the San Francisco Chronicle's Business section or similar section that provides notices, and substantially similar to the Short Form Class Notice form attached hereto as **Exhibit B**,

(f) At Class Counsel's request in advance of the Final Approval Hearing, prepare an affidavit to submit to the Court that identifies each Settlement Class Member who timely and properly requested exclusion from the Settlement Class;

(g) Process and transmit Settlement Relief to Participating Class Members, including distribution of Vouchers and Monetary Alternative payments;

(h) Process and transmit the Attorneys' Fees And Expenses, and Enhancement Award, approved by the Court;

(i) Review, determine the validity of, and respond to all Claims;

(j) Provide weekly reports and a final report to Class Counsel and Defendants that summarize the number of Claims since the prior reporting period, the total number of Claims received to date, the number of any Claims granted and denied since the prior reporting period, the total number of Claims granted and denied to date, and other pertinent information; and

(k) Perform any Settlement-administration-related function at the instruction of Class Counsel and Defendants, including, but not limited to, verifying that Settlement Relief has been distributed as required by this Agreement.

4.3 **Payment.** The Claims Administrator must be reimbursed by Defendants for reasonable costs, fees, and expenses of providing notice to the Class and administering the

Settlement in accordance with this Settlement Agreement. Administration expenses are payable separate and apart from Attorneys' Fees and Expenses and Service Awards.

5. JUDGMENT AND RELEASES

5.1 Approval Of This Agreement. As soon as practicable after execution of this Agreement, counsel for all Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement as set forth herein.

5.2 Judgment. The Final Approval Order and Judgment shall include provisions for entry of judgment pursuant to Cal. R. Court 3.769(h) in accordance with the terms of this Agreement and provide that each party shall bear its own attorneys' fees and costs except as otherwise expressly stated here. The court shall retain jurisdiction to enforce the Settlement and the judgment shall so state.

5.3 Plaintiffs' Release of Releasees. Plaintiffs, and each of Plaintiffs' successors, assigns, heirs, and personal representatives, hereby release and forever discharge Releasees 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, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the acts, omissions or other conduct that have or could have been alleged or otherwise referred to in the Action including, but not limited to, any alleged violations of the statutes and alleged common law tort claims, based on the facts alleged in the Action. Plaintiffs further agree to waive all rights under California Civil Code § 1542 which states:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUPSECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Plaintiffs acknowledge and understand the significance and consequences of this specific waiver of California Civil Code § 1542.

5.4 The Class Release of Releasees. Upon entry of the Final Approval Order and Judgment, the 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 Releasees, 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 the

Disputed Fee at issue in the Action, and/or (2) arise from the factual allegations in the Operative Complaint.

5.5 Class Counsel Representation And Warranty. Class Counsel represents that they do not presently represent any other clients against Releasees. Class Counsel further represents that they are not presently soliciting, advertising for, or recruiting potential clients with claims against Releasees. Class Counsel further represents that they have no present intention of initiating any other lawsuit, arbitration, or other legal proceeding against Releasees.

6. ADDITIONAL PROVISIONS

6.1 No Admission of Liability. This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and any and all drafts, communications and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including Defendant, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession.

6.2 Change Of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of counsel for the Parties, without notice to the Class.

6.3 Real Parties In Interest. In executing this Agreement, the Parties warrant and represent that they, including Plaintiffs in their representative capacity on behalf of the Class, are the only persons having any interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Action, and, except as provided herein, neither said claims nor any part thereof have been assigned, granted or transferred in any way to any other person, firm or entity.

6.4 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm or entity.

6.5 Binding On Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

6.6 Parties Represented By Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

6.7 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled to and duly authorized to give this complete and final release and discharge.

6.8 Entire Agreement. This Agreement and Exhibits attached hereto contain the entire agreement between the Parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, representation or warranty by any Party or any representative of a Party, other than those expressly set forth herein.

6.9 Construction And Interpretation. Neither Party nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Agreement has been, and must be construed to have been, drafted by all Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

6.10 Headings. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

6.11 Exhibits. The exhibits to this Agreement are integral parts of the Agreement and Settlement and are hereby incorporated and made a part of this Agreement.

6.12 Modifications And Amendments. No amendment, change or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties and approved by the Court, except as otherwise expressly provided herein.

6.13 Governing Law. This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with those laws.

6.14 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of his or her or its obligations hereunder to carry out the express intent of the Parties hereto.

6.15 Agreement Constitutes A Complete Defense. To the extent permitted by law this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted or attempted in breach of or contrary to this Agreement.

6.16 Execution Date. This Agreement shall be deemed executed upon the last date of execution of all of the undersigned.

6.17 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages will be collected and annexed to one or more documents to form a complete counterpart. Photocopies or "pdfs" of executed copies of signatures shall have the same force and effect as originals.

6.18 Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

6.19 No Tax Advice. No opinion concerning the tax consequences, if any, of this Agreement and Settlement as to individual Settlement Class Members or anyone else is being given or will be given by Defendants, Defendants' Counsel, Plaintiffs, or Class Counsel; nor is any representation or warranty in this regard made by virtue of this Agreement or Settlement. The Class Notice will direct Settlement Class Members to consult their own tax advisor(s) regarding the tax consequences of the Settlement and this Agreement, and any tax reporting obligations they may have with respect thereto. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member. Nothing in this Agreement or in the Class Notice is to be construed as tax advice of any kind.

6.20 Recitals. The recitals of this Agreement are incorporated by this reference and are part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective counsel of record, have so agreed.

Dated: 7/28/2026

HM

Plaintiff Hayden Miller

Dated: 7/28/2026

Abraham BARKHORDAR

Plaintiff Abraham Barkhordar

Dated: 7/28/2026

Plaintiff Daniel Baxter

Dated: 7/31/2026

HammondLaw, P.C.

By: Julian Hammond

Dated: 7/30/2026

DocuSigned by:

Ali Iqbal

2258B940A9DB4BC...

Defendant Asi Foods Inc.

By: Ali Iqbal

Dated: 7/30/2026

DocuSigned by:
Ali Iqbal
2258B940A9DB4BC...

Defendant Aai Foods Inc.

By: Ali Iqbal

Dated: 7/30/2026

DocuSigned by:
Ali Iqbal
2258B940A9DB4BC...

Defendant Ari Foods Inc.

By: Ali Iqbal

Dated: 7/30/2026

DocuSigned by:
Ali Iqbal
2258B940A9DB4BC...

Defendant Ahi Foods Inc.

By: Ali Iqbal

Dated: 7/30/2026

DocuSigned by:
Ali Iqbal
2258B940A9DB4BC...

Defendant Ali Iqbal

Dated: 07/29/2026

Michael J. Gleason

Hahn Loeser & Parks LLP

By: Michael J. Gleason

EXHIBIT B

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 [insert date of order granting preliminary approval],

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[___] 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 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 [DATE] at [TIME], 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 [Insert Judge Name and Court Address].

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 www.[xxx].com. Read the instructions carefully, fill out the form, and submit it before [time] on [Month Day, Year]. 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 ___ 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 [date]**:

Settlement Administrator
[address]
[address]
Email address
Settlement website URL

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED OR SUBMITTED ON OR BEFORE [DATE] WILL NOT BE HONORED.

You cannot exclude yourself by telephone. You cannot exclude yourself by submitting a request to any other location or after the **[date]** 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 **[date]**:

Settlement Administrator
[address]
[address]
Email address
Settlement website URL

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 ____________ [45 days after notice date] 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 [insert URL] 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.

Dated: ________________

____
San Francisco County Superior Court
San Francisco Superior Court Judge

EXHIBIT C

To: <<class member email address>>
From: Settlement Administrator
Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

NOTICE OF PENDING CLASS ACTION AND NOTICE OF PROPOSED SETTLEMENT
MILLER V. ASI FOODS INC, S.F. COUNTY SUPER. CT. CASE NO. CGC-25-630503

You are receiving this e-mail because you may have made a purchase at one of four San Francisco Domino's Stores between December 4, 2023 and [insert: date of entry of Preliminary Approval Order].

Why did I get this notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the San Francisco County Superior Court ("Court") titled *Miller, et. al. v. Asi Foods Inc. et. al.*, Case No. CGC-25-630503 ("Action"). According to available records, you might be a "Class Member." The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against four Domino's franchise stores in San Francisco alleging they violated California law by charging a six percent fee for San Francisco Health Care Security Ordinance imposed on businesses but not clearly and conspicuously disclosing the fee to consumers. The Defendants are franchisees Asi Foods Inc., Aai Foods Inc., Ari Foods Inc., Ahi Foods. Defendants deny wrongdoing and liability, and no court or other entity has made any judgment or other determination of any liability.

Am I a Class Member? You are a "Class Member" if you are a California resident and between December 4, 2023 and [the date of entry of the Preliminary Approval Order], you made a purchase from one of the four Domino's locations and paid the six percent fee: (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.

What relief does the Settlement provide? If you are a Class Member, you will receive a voucher toward a purchase at any of the four Domino's locations worth 75% of the disputed fee that you paid. You do not need to do anything to receive the voucher. However, if you prefer to receive a payment instead of a voucher, worth 50% of the disputed fee that you paid, you must complete a Claim Form, which is available at the Settlement Website www.[xxx].com. Also, if you did not provide a valid email address to Defendants when making your purchase, you will need to submit proof of purchase(s) during the time period to the Claims Administrator at and follow the instructions from the Claims Administrator. The deadline to submit a Claim Form is [Month Day, Year].

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself by [Month Day, Year], or you won't be able to sue Defendants or the franchisor Domino's Pizza, LLC, about the legal claims in the Action. If you exclude yourself, you cannot get a voucher or monetary payment from this Settlement. If you stay in the Settlement, you may object to it by [Month Day, Year]. The detailed notice explains how to exclude yourself or object. The Court will hold a hearing on [Month Day, Year] to consider whether to approve the Settlement and a request by the lawyers representing all Class Members (HammondLaw, P.C.) for attorneys' fees and costs, and for the Plaintiffs' request for fees for their services. You may appear at the hearing, but you do not have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit www.[xxx].com. You may also write to the Settlement Administrator at: *Miller v. Asi Foods Inc.* Claims Administrator, [MAILING ADDRESS], [CITY], [STATE] [ZIP CODE].

EXHIBIT D

NOTICE OF PENDING CLASS ACTION AND NOTICE OF PROPOSED SETTLEMENT
MILLER v. ASI FOODS INC, S.F. COUNTY SUPER. CT. CASE NO. CGC-25-630503

Notice to individuals who have made a purchase at one of four San Francisco Domino's Stores between December 4, 2023, and August 14, 2026.

Why did I get this notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the San Francisco County Superior Court ("Court") titled *Miller, et. al. v. Asi Foods Inc. et. al.*, Case No. CGC-25-630503 ("Action"). The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against four Domino's franchise stores in San Francisco alleging they violated California law by charging a six percent fee for San Francisco Health Care Security Ordinance imposed on businesses but not clearly and conspicuously disclosing the fee to consumers. The Defendants are franchisees Asi Foods Inc., Aai Foods Inc., Ari Foods Inc., Ahi Foods. Defendants deny wrongdoing and liability, and no court or other entity has made any judgment or other determination of any liability.

Am I a Class Member? You are a "Class Member" if you are a California resident and between December 4, 2023 and August 14, 2026, you made a purchase from one of the four Domino's locations and paid the six percent fee: (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.

What relief does the Settlement provide? If you are a Class Member, you will receive a voucher toward a purchase at any of the four Domino's locations worth 75% of the disputed fee that you paid. You do not need to do anything to receive the voucher. However, if you prefer to receive a payment instead of a voucher, worth 50% of the disputed fee that you paid, you must complete a Claim Form, which is available at the Settlement Website www.AsiFoodsSettlement.com. Also, if you did not provide a valid email address to Defendants when making your purchase, you will need to submit proof of purchase(s) during the time period to the Claims Administrator at info@AsiFoodsSettlement.com or by mail to PO Box 23698, Jacksonville, FL 32241 and follow the instructions from the Claims Administrator. The deadline to submit a Claim Form is [Month Day, year].

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself by [Month Day, year], or you won't be able to sue Defendants or the franchisor Domino's Pizza, LLC, about the legal claims in the Action. If you exclude yourself, you cannot get a voucher or monetary payment from this Settlement. If you stay in the Settlement, you may object to it by [Month Day, year]. The detailed notice explains how to exclude yourself or object. The Court will hold a hearing on [Month Day, year] to consider whether to approve the Settlement and a request by the lawyers representing all Class Members (HammondLaw, P.C.) for attorneys' fees and costs, and for the Plaintiffs' request for fees for their services. You may appear at the hearing, but you do not have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit www.AsiFoodsSettlement.com. you may also write to the Settlement Administrator at: *miller v. asi Foods Inc.* Claims Administrator, PO Box 23698, Jacksonville, FL 32241.

EXHIBIT E

NOTICE OF PENDING CLASS ACTION AND NOTICE OF PROPOSED SETTLEMENT
MILLER V. ASI FOODS INC, S.F. COUNTY SUPER. CT. CASE NO. CGC-25-630503

Notice to individuals who have made a purchase at one of four San Francisco Domino's Stores between December 4, 2023 and [insert: date of entry of Preliminary Approval Order].

Why did I get this notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the San Francisco County Superior Court ("Court") titled *Miller, et. al. v. Asi Foods Inc. et. al.*, Case No. CGC-25-630503 ("Action"). The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against four Domino's franchise stores in San Francisco alleging they violated California law by charging a six percent fee for San Francisco Health Care Security Ordinance imposed on businesses but not clearly and conspicuously disclosing the fee to consumers. The Defendants are franchisees Asi Foods Inc., Aai Foods Inc., Ari Foods Inc., Ahi Foods. Defendants deny wrongdoing and liability, and no court or other entity has made any judgment or other determination of any liability.

Am I a Class Member? You are a "Class Member" if you are a California resident and between December 4, 2023 and [the date of entry of the Preliminary Approval Order], you made a purchase from one of the four Domino's locations and paid the six percent fee: (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.

What relief does the Settlement provide? If you are a Class Member, you will receive a voucher toward a purchase at any of the four Domino's locations worth 75% of the disputed fee that you paid. You do not need to do anything to receive the voucher. However, if you prefer to receive a payment instead of a voucher, worth 50% of the disputed fee that you paid, you must complete a Claim Form, which is available at the Settlement Website www.[xxx].com. Also, if you did not provide a valid email address to Defendants when making your purchase, you will need to submit proof of purchase(s) during the time period to the Claims Administrator at ____ and follow the instructions from the Claims Administrator. The deadline to submit a Claim Form is [Month Day, Year].

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself by [Month Day, Year], or you won't be able to sue Defendants or the franchisor Domino's Pizza, LLC, about the legal claims in the Action. If you exclude yourself, you cannot get a voucher or monetary payment from this Settlement. If you stay in the Settlement, you may object to it by [Month Day, Year]. The detailed notice explains how to exclude yourself or object. The Court will hold a hearing on [Month Day, Year] to consider whether to approve the Settlement and a request by the lawyers representing all Class Members (HammondLaw, P.C.) for attorneys' fees and costs, and for the Plaintiffs' request for fees for their services. You may appear at the hearing, but you do not have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit www.[xxx].com. You may also write to the Settlement Administrator at: *Miller v. Asi Foods Inc.* Claims Administrator, [MAILING ADDRESS], [CITY], [STATE] [ZIP CODE].

EXHIBIT F

CLAIM FORM - REQUEST FOR MONEY INSTEAD OF VOUCHER

Hayden Miller, et. al., individually and on behalf of all others similarly situated, vs Asi Foods Inc., et. al., San Francisco Superior Court Case No. CGC-25-630503

YOU MUST COMPLETE, VERIFY UNDER PENALTY OF PERJURY, AND SUBMIT THIS FORM BY [INSERT DATE – 60 DAYS AFTER NOTICE DATE] TO RECEIVE A RECOVERY.

By submitting this claim form, you will be included as a member of the class identified in the above-referenced lawsuit. [If you also submit a request for exclusion from the class and settlement, the request for exclusion will be deemed invalid.]

INSTRUCTIONS:

1. Class Members must sign this form online on or before [INSERT DATE- 60 DAYS AFTER NOTICE DATE] to obtain a Monetary Payment instead of a voucher. The payment will be sent within 35 days of the Final Effective Date of the Settlement, and shall be in the amount of fifty percent (50%) of the disputed fees the Class Member paid according to Defendants' records. Unless you opt to receive a digital payment, you will be mailed a paper check.

2. I am a member of the Class defined in this lawsuit and choose to participate in the Class recovery by obtaining the a monetary payment rather than a voucher described above.

3. Enter:

   a. Name (First Middle Last)
   b. Street Address, City, State, Zip Code
   c. email address
   d. cell phone (if you opt for an electronic payment)

4. Please select from **one** of the following payment options to receive your cash payment, unless you prefer to receive a mailed paper check:

PayPal -: ____

Venmo - __-___ ___ ___-___ ___ ___ ___

Zelle -

By signing and submitting this completed Claim Form, I am verifying under penalty of perjury under the laws of the State of California that the information contained on this form is true and correct.

Dated: ____________________ By:______________________________

EXHIBIT G

CLAIM FORM - FOR CLASS MEMBERS THAT DID NOT USE EMAIL

Hayden Miller, et. al., individually and on behalf of all others similarly situated, vs Asi Foods Inc., et. al., San Francisco Superior Court Case No. CGC-25-630503

YOU MUST COMPLETE, VERIFY UNDER PENALTY OF PERJURY, AND SUBMIT THIS FORM BY [INSERT DATE – 60 DAYS AFTER NOTICE DATE] TO RECEIVE A RECOVERY.

By submitting this claim form, you will be included as a member of the class identified in the above-referenced lawsuit. [If you also submit a request for exclusion from the class and settlement, the request for exclusion will be deemed invalid.]

INSTRUCTIONS:

1. Class Members that did not provide a valid email when making purchases must provide this form to the Claims Administrator on or before [INSERT DATE- 60 DAYS AFTER NOTICE DATE] to obtain any award under the settlement. A class member qualifying and choosing a voucher will be emailed a voucher within 35 days of the Final Effective Date of the Settlement. A class member qualifying and choosing a monetary payment rather than a voucher will be mailed a check within 35 days of the Final Effective Date of the Settlement.

2. I am a member of the Class defined in this lawsuit and choose to participate in the Class recovery by obtaining the a monetary payment rather than a voucher described above.

3. Enter:

   a. Name (First Middle Last)
   b. Street Address, City, State, Zip Code
   c. email address

4. Attached all proofs of purchase reflecting your payment of the fee at one of the four locations.

5. Choose one of the following:

_____ [Voucher]   _______ [Check]

By signing and submitting this completed Claim Form, I am verifying under penalty of perjury under the laws of the State of California that the information contained on this form is true and correct.

Dated: ________________   By:__________________________

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 12, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: August 12, 2026

Brandon E. Riley, Court Executive Officer

By: ______________________
Sean Kane, Deputy Clerk