

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

PRESTON KYLES, individually and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

PAPA JOHN'S INTERNATIONAL, INC.,

*Defendant.*

Case No. 1:20-cv-07146

Judge: Hon. John Robert Blakey

**DECLARATION OF J. DOMINICK LARRY  
IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL**

Pursuant to 28 U.S.C. § 1746, I, J. Dominick Larry, hereby declare and state as follows:

1. I am an attorney admitted to practice in the State of Illinois. I am the owner of Nick Larry Law LLC, which has been retained to represent Plaintiff and the Class in this matter.

2. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. I am over 18 and am fully competent to make this declaration. This declaration is based upon my personal knowledge, except where expressly noted otherwise.

***Background and Experience***

3. I have spent nearly my entire career litigating consumer class actions, focusing particularly on privacy, security, and technology claims. In June 2020, I formed Nick Larry Law LLC to continue pursuing those types of cases.

4. I began my career at Edelson McGuire, LLC (now Edelson PC) in 2011 as a summer associate. I continued working at Edelson through my third year at Northwestern University School of Law, and then from graduation in 2012 until early 2017, when I left the firm.

5. During my time at Edelson, I was responsible for litigating dozens of consumer class actions, including several high-profile cases of first impression.

6. Most relevant here, I was part of the team responsible the first consumer class action asserting BIPA violations, *Licata v. Facebook*, Case No. 2015-CH-05427 (Cook Co. Apr. 1, 2015), later removed, transferred, and coordinated with other proceedings under the caption *In re Facebook Biometric Information Privacy Litig.*, No. 15-cv-3747 (N.D. Cal.). From filing until I left the firm nearly two years later, I was the senior associate on the case, and was responsible for all aspects of case management, including assisting with case development, and briefing many issues that helped shape BIPA litigation in subsequent years.

7. I was also part of the team that obtained the first class-wide BIPA settlement, in *Sekura v. L.A. Tan Enterps.*, No. 2015-CH-16694 (Cir. Ct. Cook Co.), and was responsible for briefing and arguing novel BIPA issues in several cases then pending.

8. I was also part of the team at Edelson that secured a \$14 million settlement in *Dunstan v. comScore*, No. 11-cv-5807 (N.D. Ill.), a case asserting that the defendant violated the Electronic Communications Privacy Act, Stored Communications Act, Computer Fraud and Abuse Act, Illinois Consumer Fraud and Deceptive Practices Act, and was unjustly enriched, by installing sophisticated analytics spyware on the computers of millions of consumers nationwide. When Judge Holderman certified the proposed class, it was believed to be the largest privacy class certified to date.

9. Along with other lawyers, I was appointed lead class counsel on *In re LinkedIn User Privacy Litig.*, No. 12-cv-3088 (N.D. Cal.), a consolidated class action arising out of LinkedIn's well-publicized 2012 data breach. I was responsible for the amended pleadings, hiring

and overseeing plaintiffs' data-security and behavioral-economics testifying expert, and briefing and arguing the motion to dismiss. Those efforts resulted in the Court endorsing a novel, consumer-fraud based theory of liability for failure to employ industry-standard security measures. *See In re LinkedIn*, 2014 WL 1323713 (N.D. Cal. Mar. 28, 2014). After the parties negotiated a class settlement, I was responsible for briefing and arguing preliminary approval, final approval, and the petition for attorneys' fees, costs, and incentive award.

10. Additionally, I was responsible for developing the first cases under Michigan's Preservation of Personal Privacy Act. From outlining the theory of liability to screening clients and preparing complaints, through to handling motion to dismiss briefing and discovery, I was directly involved in advancing this new area of law. As a result of the favorable case-law created, *see Halaburda v. Bauer Pub. Co., LP*, No. 12-cv-12831, 2013 WL 4012827 (E.D. Mich. Aug. 5, 2013) (a case in which, along with my colleagues, I was appointed class counsel), millions of Michiganders have recovered well over \$100 million from various publishers.

11. In addition to novel data-privacy cases under those statutes and others, I was regularly responsible for litigating TCPA class actions against financial institutions, consumer-fraud claims against technology companies, and more.

12. After leaving Edelson, I worked at two more firms before opening my own firm in June 2020. During those intervening years, I performed plaintiff's litigation on behalf of corporate clients, was plaintiff's counsel on consumer class actions, and represented thousands of consumers in individual arbitrations.

13. Since launching my own firm, I have acted as lead counsel in dozens of class and individual actions in state and federal courts, and have been appointed settlement class counsel in

several class actions, including BIPA class actions. *See Hosch v. Drybar Holdings LLC*, No. 2021-CH-01976 (Cir. Ct. Cook Cnty., Ill.); *Rivera v. Am. Freedom Ins. Co.*, No. 2020-CH-06596 (Cir. Ct. Cook Cnty., Ill.); *Bertasiute v. The Hari Group, Inc., et al.*, No. 2020-CH-07055 (Cir. Ct. Cook Cnty., Ill.); *Morrissey v. Tula Life Inc.*, No. 2021-L-000646 (18th Judicial Cir., DuPage Cnty., Ill.); *Watson v. E.T. Browne Drug Co., Inc.*, No. 2022-LA-000151 (18th Judicial Cir., DuPage Cnty., Ill.); *Velasco v. Belmont Groceries, LLC*, No. 2023-CH-01077 (Cir. Ct. Cook Cnty., Ill.); *Rogers v. Border Foods, Inc., et al.*, No. 2021-L-0000019 (17th Judicial Cir., Winnebago Cnty., Ill); *Tapia-Rendon v. United Tape & Finishing Co. Inc.*, No. 21-cv-3400, 2023 WL 5228178 (N.D. Ill. Aug. 15, 2023), *reconsideration denied*, No. 21-cv-3400, 2024 WL 406513 (N.D. Ill. Feb. 2, 2024); *Lewis v. Maverick Transp. LLC, et al.*, No. 22-cv-46 (S.D. Ill.).

14. I was also counsel for the State of Texas in its biometric-privacy litigation against Meta Platforms, Inc., which resulted in a recovery of \$1.4 billion for the State. *See Nadia Lathan, Meta agrees to \$1.4B settlement with Texas in privacy lawsuit over facial recognition*, Associated Press (July 30, 2024), <https://apnews.com/article/texas-attorney-general-meta-settlement-3ed4d9c3c3abc4494a3731eac8643e4e>.

15. My firm has the resources necessary to continue vigorously representing the proposed Settlement Class in the administration of the settlement or, if the settlement is not approved, to represent the Settlement Class members through the remainder of the proceedings.

### ***The Litigation***

16. After the Court denied Papa John's motion to dismiss, the parties engaged in another 14 months of discovery.

17. Plaintiff served and Papa John's responded to 109 requests for production, 24 interrogatories, and 56 requests for admission.

18. Papa John's served and Plaintiff responded to 33 requests for production, 28 interrogatories, and seven requests for admission.

19. Papa John's produced nearly 2,000 pages of documents, and subpoenaed and received documents from Hoosier Papa, while Plaintiff produced over 100 pages of documents.

20. Plaintiff deposed three of Papa John's employees under Rule 30(b)(1), took two Rule 30(b)(6) depositions of Papa John's, and took a Rule 30(b)(6) deposition of Hoosier Papa. Papa John's deposed Plaintiff and Hoosier Papa.

21. Hoosier Papa's deposition revealed that the company had no applicable insurance, and that it lacked the financial resources to defend itself or fund a settlement.

22. Papa John's designated one of its employees as an expert witness, and while Plaintiff did not designate a testifying expert, he did employ a consulting expert to review technical materials and code provided by Papa John's.

23. The documents and information produced by Papa John's in discovery show that the proposed Settlement Class includes an estimated 10,975 members.

### ***The Settlement***

24. Plaintiff made his initial settlement demand on April 1, 2021. That demand was based on a per-person recovery as the class size was then unknown. That offer was not accepted.

25. The parties did not exchange further settlement proposals until April 2024, when they did so in response to an order from the Court.

26. The parties' April 2024 discussions led the parties to request a referral to a magistrate judge for purposes of a settlement conference.

27. The parties were referred to Magistrate Judge Appenteng for a settlement conference.

28. I attended the settlement conference with Plaintiff and my co-counsel, Tom Kayes. The settlement conference did not result in a settlement.

29. Following the unsuccessful settlement conference with Magistrate Judge Appenteng, the parties continued to discuss the possibility of resolution.

30. After the parties completed briefing on Plaintiff's motion for class certification and Papa John's motion for summary judgment, Papa John's made a settlement proposal. Plaintiff rejected the offer, but the parties believed they were close enough to schedule a mediation with the Honorable James R. Epstein (ret.) of JAMS Chicago.

31. The mediation with Judge Epstein took place on August 18, 2025. Plaintiff and his counsel attended the mediation, as did counsel and a representative from Papa John's.

32. The parties did not reach an agreement during the mediation with Judge Epstein. However, at the close of the mediation, Judge Epstein made a mediator's proposal, which was to expire at the end of the day on August 22, 2025. The Parties accepted the proposal on August 22, 2025.

33. In the months since they reached agreement, the parties have negotiated the term sheet, solicited settlement administration bids, selected an administrator, worked with the administrator to develop the notice plan, developed a plan for assembling the class list, and negotiating the full settlement agreement and exhibits.

34. The Settlement does not include injunctive relief, but that is because Papa John's has represented in writing that none of its Illinois franchisees are using or have recently used the FOCUS system's finger-scanning functionality.

35. The written Settlement provided to the Court represents the entirety of the Parties' proposed Settlement. No side agreements exist.

36. Based on the experience detailed above and my review of the facts of this case and participation in settlement negotiations, I believe the settlement to offer excellent relief for the class.

37. To date, my co-counsel and I have expended over \$310,000 in attorney and staff time and have incurred out-of-pocket expenses of \$13,890.42.

38. Based on the substantial time spent litigating this case, and the voluminous discovery undertaken, I am familiar enough with the facts of the case to weigh the risks and rewards of settlement and further litigation.

39. Plaintiff was involved in this litigation from inception to the present. He assisted with the pre-suit investigation, responded to multiple sets of discovery requests and supplemented those responses, made two sets of document productions, sat for deposition, attended a settlement conference with Magistrate Judge Appenteng, and attended the mediation with the Honorable James Epstein (ret.).

***Exhibits***

40. Attached as Exhibit 1 is a true and accurate copy of the Parties' Class Action Settlement Agreement, inclusive of its own exhibits.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on December 12, 2025 in Chicago, Illinois.



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J. Dominick Larry

# **EXHIBIT 1**

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (the “Agreement”), effective as of the last date of execution set forth below, is made by and between Plaintiff Preston Kyles, on behalf of himself and the Settlement Class (defined below), and Defendant Papa John’s International, Inc. (“PJI” or “Defendant”; and collectively with Plaintiff, the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below) against the Released Parties (as defined below), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**RECITALS**

WHEREAS, on December 3, 2020, Plaintiff Preston Kyles, individually and on behalf of two putative classes, filed a class action lawsuit against PJI and Hoosier Papa, LLC in the United States District Court for the Northern District of Illinois alleging violations of the Illinois’ Biometric Information Privacy Act (“BIPA”) (“the Action”), ECF No. 1;

WHEREAS, on January 29, 2021, PJI moved to dismiss Plaintiff’s claims, ECF No. 12, and to stay the litigation pending resolution of appeals in other cases, ECF No. 14;

WHEREAS, on February 19, 2021, Plaintiff filed an amended complaint, ECF No. 17;

WHEREAS, on March 4, 2021, over Plaintiff’s objection, the Court stayed the litigation until the earlier of August 4, 2021 or 28 days after ruling on any of the cases cited in PJI’s motion to stay, ECF No. 22;

WHEREAS, on July 22, 2021, on PJI’s motion, the Court extended the stay to the earlier of August 4, 2021 or 28 days after ruling on any of the cases cited in PJI’s motion to stay, ECF No. 25;

WHEREAS, PJI moved to dismiss on October 15, 2021, ECF No. 26, and Plaintiff opposed that motion on November 12, 2021, ECF No. 28, but on February 17, 2022, the Court ordered the filing and briefing of a revised motion to dismiss in light of a recent decision by the Illinois Supreme Court, ECF No. 38;

WHEREAS, PJI filed its renewed motion to dismiss on March 10, 2022, ECF No. 40, and the Court denied that motion on March 30, 2023, ECF No. 60;

WHEREAS, while PJI's motion to dismiss was pending, the other defendant, Hoosier Papa, LLC was held in default, ECF No. 50;

WHEREAS, following the denial of PJI's motion to dismiss, the parties completed discovery;

WHEREAS, on April 24, 2024, the Action was referred to Magistrate Judge Jeannice W. Appenteng for purposes of holding a settlement conference, ECF No. 109;

WHEREAS, prior to the settlement conference, Plaintiff moved for class certification, ECF No. 120, and PJI moved for summary judgment, ECF No. 129;

WHEREAS, on October 4, 2024, the Court denied the class-certification and summary-judgment motions without prejudice, pending completion of the then-upcoming settlement conference, ECF No. 137;

WHEREAS, on October 30, 2024, the Parties held a settlement conference with Magistrate Judge Appenteng, but the Parties did not reach an agreement, ECF No. 140;

WHEREAS, on November 13, 2024, Plaintiff renewed his motion for class certification, ECF No. 141, and PJI renewed its motion for summary judgment, ECF No. 154;

WHEREAS, after the class-certification and summary-judgment briefing completed, the parties agreed to mediation with the Honorable James R. Epstein of JAMS on August 18, 2025, ECF No. 194;

WHEREAS, the mediation with Judge Epstein ended without an agreement, but with Judge Epstein making a mediator's proposal;

WHEREAS, on August 22, 2025, the Parties agreed to Judge Epstein's proposal and informed the Court that they had reached a settlement in principle, ECF No. 196;

WHEREAS, over the next several weeks the Parties continued to negotiate a term sheet, which was ultimately executed on September 26, 2025;

WHEREAS, PJI has at all times denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed any wrongful act or violation of law or duty alleged in the Action. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, PJI has concluded that it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of PJI, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among Plaintiff and PJI, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Agreement, in consideration of the

benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to PJI, upon and subject to the terms and conditions of this Agreement.

## **AGREEMENT**

### **1. DEFINITIONS**

As used in this Agreement and the related documents attached as Exhibits A (Proposed Order Granting Preliminary Approval); B (Postcard Notice); C (Long-Form Notice); and D (Proposed Order Granting Final Approval):

1.1 **“Action” or “Litigation”** means the civil action entitled *Kyles v. Papa John’s International, Inc., et al.*, No. 1:20-cv-07146 (N.D. Ill.).

1.2 **“Agreement” or “Settlement Agreement”** means this Class Action Settlement Agreement and Release, including all attached and/or incorporated exhibits.

1.3 **“Approved Claim”** means a Claim Form timely submitted by a Class Member in accordance with the directions on the Claim Form and provisions of the Settlement Agreement, and that is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.4 **“Attorneys’ Fees and Costs”** means all fees, costs and expenses to be awarded as per the Settlement of this Action pursuant to the Fee and Cost Application.

1.5 **“CAFA Notice”** refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

1.6 **“Cash Award”** means a cash payment to an eligible Class Member.

1.7 **“Claim Form”** means the document substantially in the form attached hereto as **Exhibit E**, as approved by the Court. The Claim Form, to be completed by Class Members who wish to file a claim for payment, shall be available in electronic and paper format in the manner described herein.

1.8 **“Class Counsel”** means the law firms of Loevy + Loevy and Nick Larry Law LLC.

1.9 **“Class Period”** means December 3, 2015, through the date of Preliminary Approval.

1.10 **“Class Representative”** or **“Plaintiff”** means the named Plaintiff Preston Kyles.

1.11 **“Court”** means the United States District Court for the Northern District of Illinois, the Honorable John Robert Blakey presiding, or any judge who shall succeed him as the Judge in this Action.

1.12 **“Days”** means calendar days, unless otherwise noted. When a deadline or date under this Agreement falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

1.13 **“Defendant”** or **“PJI”** means Papa John’s International, Inc.

1.14 **“PJI’s Counsel”** means the law firm of Cozen O’Connor.

1.15 **“Effective Date”** or **“Final”** means one (1) business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Service Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings

arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, if any, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari* with respect to the Final Approval Order.

1.16 **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. PJI shall cause the Settlement Fund to be deposited into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund. The Escrow Account shall be maintained by the Settlement Administrator.

1.17 **“Fee and Cost Application”** means that written motion or application by which Plaintiff and/or Class Counsel requests that the Court award Attorneys’ Fees and Costs and the Service Awards. This shall be submitted to the Court and made available on the Settlement Website by no later than 14 days before the Objection Deadline and Opt-Out Deadline.

1.18 **“Final Approval Hearing”** means the hearing before the Court, no sooner than 90 days after the Notice Date, to: (a) determine whether to grant final approval to this Settlement Agreement as fair, reasonable, and adequate; (b) consider any timely objections to this Settlement and all responses thereto; and (c) rule on the Fee and Cost Application.

1.19 **“Final Approval Order and Judgment”** means an order granting final approval of the Settlement, substantially in the form of Exhibit D to this Agreement, in which the Court grants final approval of this Settlement Agreement, finally certifies the Settlement Class, and authorizes the entry of a final judgment and dismissal of the Action with prejudice. The Court’s adoption of the substantive terms of the proposed Final Approval Order and Judgment (Exhibit D) is a material term of this Settlement Agreement. In the event the Court issues separate orders addressing the matters constituting final settlement approval, the Final Approval Order includes all such orders.

1.20 **“Funding Date”** means seven business days after (i) the Effective Date, or (ii) receipt of a W-9 form from the recipient of the Settlement Fund, whichever is later.

1.21 **“Long Form Notice”** means the notice that shall be made available on the Settlement Website, in the form attached hereto as Exhibit C.

1.22 **“Net Settlement Fund”** means the Settlement Fund after subtracting the Settlement Costs (defined below).

1.23 **“Notice” or “Notices”** means the notice of this proposed Class Action Settlement Agreement and the Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of due process, Federal Rule of Civil Procedure 23, and is substantially in the form of Exhibits B and C hereto.

1.24 **“Notice Date”** means the date by which the Notice set forth in Section 7 commences, which shall be no later than 60 days after Preliminary Approval.

1.25 **“Objection Deadline”** means 60 days following the Notice Date.

1.26 “**Opt-Out Deadline**” means 60 days following the Notice Date.

1.27 “**Preliminary Approval Order**” means the Order entered by the Court, substantially in the form of Exhibit A to this Agreement, that grants the relief requested in the Motion for Preliminary Approval, including preliminarily approving the Settlement and Notice Plan. The Court’s adoption of the substantive terms of the proposed Preliminary Approval Order (Exhibit A) is a material term of the Settlement Agreement.

1.28 “**QSF**” means a court-approved Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1 in which will be deposited the Settlement Fund.

1.29 “**Release**” means the releases set forth in Section 11 of this Settlement Agreement.

1.30 “**Released Claims**” means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, suits, actions, liabilities, controversies, demands, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, or obligations, whether in law or equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, including all claims that were brought or could have been brought in the Litigation by Plaintiff or any Putative Class Member, whether based on the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”) or other federal, state, local statutory, or common law or any other law, against the Released Parties (defined below), arising out of or related to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the collection, capture, storage, use, profit

from, possession, transmission, dissemination and/or disclosure of biometric identifiers or biometric information under BIPA.

1.31 **“Released Parties”** means PJI or any of its present or past predecessors, successors, assigns, direct or indirect parents, subsidiaries, or affiliated entities, or any of their current, former, or future owners, members, partners, officers, directors, shareholders, employees, agents, suppliers, consultants, independent contractors, vendors, insurers, reinsurers, partners, attorneys, accountants, financial and other advisors, investment bankers, underwriters, brokers, investors, lenders, auditors, advisors, legal representatives, successors in interest, assigns, or trusts (each solely in their capacity as such). Released Parties does not include any of PJI’s franchisees.

1.32 **“Releasing Parties”** means Plaintiff, the Class Members, and each of their predecessors, successors, beneficiaries, heirs, executors, conservators, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

1.33 **“Service Award”** means the service payments to the Plaintiff, in accordance with Section 4.2 of this Settlement Agreement.

1.34 **“Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator in providing Notice (including CAFA notice), processing claims, responding to inquiries from members of the Settlement Class, reviewing and approving Claim Forms, coordinating payment for Approved Claims, and related administrative services.

1.35 **“Settlement Administrator”** means Eisner Advisory Group, LLC.

1.36 **“Settlement Class” or “Class”** means all individuals who used the FOCUS system’s finger scanner while working at a franchisee-owned Papa John’s location in Illinois, at

any time from December 3, 2015 to the date of preliminary approval. The settlement class excludes individuals who previously released PJI from liability under BIPA for such use, including pursuant to a settlement agreement and release.

1.37 “**Settlement Class Member**” or “**Class Member**” means an individual who falls within the definition of the Settlement Class as set forth above and who does not timely submit a valid request for exclusion.

1.38 “**Settlement Costs**” means: (i) Settlement Administration Expenses; (ii) Class Counsel’s Court-approved attorneys’ fees and reimbursement of reasonable costs; (iii) Court-approved Service Award paid to Plaintiff; and (iv) any other Court-approved deductions.

1.39 “**Settlement Fund**” means the non-reversionary cash fund that shall be established by or on behalf of PJI in the total amount of \$2,250,000.00 to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. The Settlement Fund is the total sum that PJI will pay in connection with this Agreement, regardless of the size of the Settlement Class, deposited into a common fund for payment of (i) distributions to Settlement Class Members, (ii) the Fee Award, (iii) the Service Awards, and (iv) all Settlement Administration Expenses.

1.40 “**Settlement Payment**” means a *pro rata* portion of the Settlement Fund less any applicable tax withholdings, Settlement Administration Expenses, Service Awards to the Class Representative, and Fee Award.

1.41 “**Settlement Website**” means the Internet website operated and maintained by the Settlement Administrator as described in Section 7.4.4.

2. **SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS**

2.1 **Monetary Consideration.** PJI shall pay or cause to be paid, in total, \$2,250,000 into the QSF for the benefit of the Settlement Class (the “Settlement Payment”) by wire transfer or check to a bank account identified by the Settlement Administrator on or before the Funding Date (*i.e.*, the Settlement Fund). Funding will only occur after receipt of a completed W-9 and payment instructions by the Settlement Administrator. The Settlement Fund will be maintained by the Settlement Administrator for the benefit of the Settlement Class Members and Class Counsel. All of the monies deposited by PJI into the Settlement Fund will be placed in an interest-bearing escrow account established and maintained by the Settlement Administrator. The interest generated, if any, will accrue to the benefit of the Settlement Class and is to be added into the Settlement Fund. This sum will be used to make Settlement Payments and to pay any Settlement Costs. In no event will PJI be required to pay any more than \$2,250,000 in connection with the Settlement.

2.2 The Settlement Administrator shall establish and deposit the Settlement Fund into a single account, with insurance that exceeds any amounts deposited in that account, chosen in the best judgment of the Settlement Administrator to preserve the fund and facilitate the payment of Settlement Costs and other expenditures approved by the Court.

2.3 All portions of the Settlement Fund expended by the Settlement Administrator for settlement administration or notice costs shall be non-refundable to PJI. Upon the Effective Date, PJI shall have no further ownership interest in the Settlement Fund. The Settlement Administrator may only use the Settlement Fund consistent with the terms of the Settlement. Upon receipt of the Settlement Fund, the Settlement Administrator is authorized to deduct notice and administration costs without further Court approval.

2.4 PJI shall pay or cause to be paid into the Escrow Account portions of the Settlement Amount to pay for Settlement Administration Expenses as those become due. PJI shall pay or cause to be paid into the Escrow Account the remainder of the Settlement Amount no later than the Funding Date.

### 3. SETTLEMENT BENEFITS

3.1 **Distribution of the Settlement Fund.** The Settlement Administrator shall distribute the funds in the Settlement Fund within the following time periods with respect to each such payment.

3.1.1 The Settlement Administrator shall pay to Class Counsel any attorneys' fees, costs, and expenses ordered by the Court, as described in Section 4.1 no later than three (3) business days after the Funding Date;

3.1.2 No later than three (3) business days after the Funding Date, the Settlement Administrator shall pay to Plaintiff the amount of any Service Award awarded by the Court, according to the process described in Section 4.2;

3.1.3 No later than 28 days after the Funding Date, the Settlement Administrator shall send a Settlement Payment to each Class Member who timely submits a valid Claim Form. The Settlement Payment shall be made in the form elected by the Class Member on the Claim Form. The available payment methods shall include check, ACH, Zelle, Venmo, PayPal, digital Mastercard, or other electronic payment form suggested by the Settlement Administrator and approved by Plaintiff and PJI. If a Class Member fails to elect a payment method, or if the Class Member's elected payment method cannot be utilized for any reason, the Class Member shall receive their Settlement Payment by check.

3.1.4 Each Settlement Payment to a Class Member shall be calculated based on the *pro rata* share of the Net Settlement Fund attributable to each Class Member who submits an Approved Claim.

3.1.5 All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within 90 days after the date of issuance.

3.1.6 To the extent that any checks issued to a Class Member are not cashed within 90 days after the date of issuance, such uncashed check funds shall be automatically redistributed by the Settlement Administrator *pro rata* to those Class Members who timely cashed their Settlement Payment checks or received digital payments, unless the cost of distributing those payments would exceed the amount remaining in the Settlement Fund. Each redistribution check shall state on its face that it will expire and become null and void unless cashed within 90 days after the date of issuance.

3.1.7 After 90 days, uncashed, unclaimed, or non-deliverable redistribution funds will go to the Unclaimed Property Division of the Illinois Treasurer's Office.

3.1.8 All Settlement Payments made by check shall be sent via First Class U.S. Mail to the Class Member's last known mailing address, as updated through the National Change of Address database.

#### **4. FEE AND SERVICE AWARDS**

4.1 **Attorneys' Fees and Costs.** Pursuant to Fed. R. Civ. P. 23(h), Class Counsel may move for an award of attorneys' fees and reimbursement of reasonable costs and expenses incurred in relation to their investigation and litigation of this Action, both to be paid from the Settlement Fund, by filing a Fee and Cost Application with the Court. Class Counsel will not

seek more than one third of the Net Settlement Fund. PJI may choose to oppose some or all of Plaintiff's request for fees or costs.

4.1.1 Except as provided in this Section 4.1, the Parties will bear their own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. PJI's obligation to pay attorneys' fees and costs to any person incurred on behalf of Plaintiff and/or the Settlement Class in this Action shall be limited to the judicially approved amount established pursuant to this Section, and such obligation shall be paid from the Settlement Fund. In no event shall PJI's aggregate liability under this Settlement, including attorneys' fees and costs, exceed \$2,250,000. Any allocation of fees between or among Class Counsel and any other person representing Plaintiff or the Settlement Class shall be the sole responsibility of Class Counsel, subject to any alterations by the Court.

4.2 **Payment to Plaintiff.** In recognition of the significant time and effort Plaintiff personally invested in the Action, including but not limited to participating in discovery, sitting for a deposition, and attending both the settlement conference with Magistrate Judge Appenteng and the mediation with Judge Epstein, which efforts have provided a benefit to the Settlement Class, Plaintiff will be entitled to apply to the Court for a Service Award. Plaintiff will not seek a Service Award in excess of \$10,000. PJI may oppose some or all of Plaintiff's request for a service award. Within three business days of the Funding Date, and after receiving a W-9 form and payment instructions from Plaintiff, the Settlement Administrator shall pay to Plaintiff the amount of any service payment awarded by the Court out of the Settlement Fund.

4.2.1 The Parties agree that the effectiveness of this Settlement Agreement does not require and is not conditioned upon the Court's approval of a Fee Award and/or Service

Awards. No decision by the Court, or modification, reversal, or appeal of any decision by the Court, concerning the payment of a Fee Award and/or Service Award shall be grounds for cancellation or termination of this Settlement Agreement.

**5. PRELIMINARY APPROVAL**

5.1 The Parties shall cooperate in good faith, and agree, subject to their fiduciary and other legal obligations, to take all reasonably necessary steps to obtain the Court's approval of the terms of this Settlement Agreement.

5.2 **Order of Preliminary Approval.** By December 12, 2025, Plaintiff shall move the Court for entry of the Preliminary Approval Order in substantially the form attached as Exhibit A. Pursuant to the motion for preliminary approval, Plaintiff will request that the Court:

5.2.1 Find it will likely be able to approve the Settlement as fair, reasonable, and adequate;

5.2.2 Certify the Settlement Class for settlement purposes only;

5.2.3 Approve the form, content, and manner of Class Notice and find that the notice program set forth in this Agreement constitutes the best notice practicable under the circumstances, and satisfies due process and Federal Rule of Civil Procedure 23;

5.2.4 Direct that Class Notice be sent to the Settlement Class;

5.2.5 Appoint Eisner Advisory Group, LLC as the Settlement Administrator;

5.2.6 Set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice to the Settlement Class except for an update to the Settlement Website; and

5.2.7 Set the Objection Deadline and the Opt-Out Deadline.

## 6. SETTLEMENT ADMINISTRATION

6.1 Third-Party Settlement Administrator. The Settlement will be administered by the Settlement Administrator, who will be jointly chosen and overseen by Class Counsel and PJI's Counsel, subject to Court approval.

6.2 The Settlement Administrator's responsibilities include but are not limited to: (i) holding and supervising the Settlement Fund; (ii) providing notice in accordance with the Court-approved Notice Plan; (iii) obtaining Settlement Class Member contact information; (iv) obtaining new addresses for returned email and mail; (v) setting up and maintaining the Settlement Website; (vi) implementing the Publication Notice; (vii) fielding inquiries about the Settlement; (viii) acting as a liaison between Class Members and the Parties regarding claims information; (ix) processing and approving Claim Forms, subject to the input of counsel for Plaintiff and PJI; (x) directing the payment of Settlement Payments to Class Members; and (xi) any other tasks reasonably required to effectuate the foregoing.

6.3 The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and PJI's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement.

6.4 Before the entry of the Final Approval Order, the Settlement Administrator shall only take such action toward notice and settlement administration that is reasonable and necessary. Any reasonable and necessary costs of notice and settlement administration that are

incurred prior to the Funding Date shall be paid from the Settlement Fund once it is established. No later than 21 days after Class Counsel submits the Motion for Preliminary Approval of the Settlement, the Claims Administrator shall provide an estimate—for PJI’s Counsel’s and Class Counsel’s review and approval—of the amount of reasonable and necessary costs required for mail and email notice, and establish the Settlement Website, as well as any other initial administration costs. In the event that this Settlement Agreement is terminated in accordance with its terms, PJI shall bear any costs of providing Class Notice already incurred.

## 7. NOTICE TO THE SETTLEMENT CLASS

7.1 **Settlement Class Data.** Any personal information relating to Class Members provided to the Settlement Administrator or Class Counsel pursuant to this Settlement shall be provided solely for the purpose of the notice and claims process under this Settlement. This information shall be kept in strict confidence, and the Class List shall not be shared with Plaintiff or Class Counsel.

7.1.1 Notwithstanding the foregoing, the Settlement Administrator may share with Class Counsel: (a) confirmation that an individual who contacts Class Counsel regarding the Settlement is or is not a Settlement Class Member; (b) the Efficacy Information; and (c) information as necessary to allow Class Counsel to assist with Settlement Administrator inquiries concerning the validity of any Claim Form or Claim Forms submitted by Class Members.

7.1.2 Class Counsel expressly agrees not to use or reference any information referenced in this paragraph for any purpose beyond seeking or obtaining court approval of this Settlement. For the avoidance of doubt, Class Counsel agrees that it will not use such information in this Action outside of seeking or obtaining Settlement approval, and will not use such information in any manner related to asserting claims on behalf of any party in any other

action in any forum or to aide or support any other counsel or party in bringing any claim in any action in any forum.

7.1.3 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

7.2 **Settlement Class List.** No later than 39 days after entry of preliminary approval in this matter, PJI shall provide a Class List to the Settlement Administrator, based on readily available information in PJI's possession. The Class List shall include, where available to PJI, the first and last name, middle initial (if known), last-known address, and last-known telephone number for any member of the Settlement Class known to PJI. Within one business day of receiving the Class List, the Settlement Administrator shall inform Class Counsel of: (1) how many Class Members are on the Class List, and (2) how many Class Members address information was provided for.

7.3 **Update Addresses.** Prior to mailing any Notice, the Settlement Administrator will update the addresses of Settlement Class Members on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. If any Notice or Settlement Payment check is returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall perform a skip trace to attempt to identify the Settlement Class Member's correct address and shall attempt to re-mail the Notice or Settlement Check.

7.4 The Notice Program shall consist of the following:

7.4.1 The Notices shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notices shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if submitted in the form and manner set forth in Section 8.1. The Notices shall also specify that any request from exclusion from the Settlement, shall be considered valid only if exercised in the form and manner set forth in Section 8.2.

7.4.2 **Direct Notice.** By no later than the Notice Date, the Settlement Administrator shall send Notice, substantially in the form attached as Exhibit B, via First Class U.S. Mail (the “Postcard Notice”).

7.4.3 **Publication Notice.** By no later than the Notice Date, the Settlement Administrator will publish an online notice campaign by running digital banner ads and social-media advertisements until the Objection/Exclusion Deadline. The Publication Notice will run on websites and social-media networks identified by the administrator as likely to be visited by the class members based on their demographics.

7.4.4 **Settlement Website.** By no later than the Notice Date, Notice shall be provided on a case-specific settlement website. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto (the “Long-Form Notice”). The Settlement Website shall include at least the following information: (i) a summary of the Action and the settlement terms; (ii) a “Contact Us” page with Settlement Administrator contact information; (iii) the Settlement Agreement, motions for approval and for attorneys’ fees and service awards, when available, and any other important documents in the case; (iv) important case dates and

deadlines, including the Objection/Exclusion Deadline; (v) a summary of Settlement Class Member rights, including how to object to and request exclusion from the Settlement, and how to make a claim; (vi) the date, time, and location of the Final Approval Hearing; and (vii) an electronic version of the Claim Form.

**7.4.5 Toll-Free Telephone Number.** The Notice Program shall also establish a toll-free telephone line for Settlement Class Members with an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Action. Any “scripts” used with the IVR, along with FAQs, must be pre-approved by the Parties.

**7.4.6 CAFA Notice.** The Settlement Administrator, on behalf of PJI, shall serve the Class Action Fairness Act (“CAFA”) Notice required by 28 U.S.C. § 1715 within 10 days of the filing of the Preliminary Approval Motion. The costs of such CAFA Notice shall be paid from the Settlement Fund as Settlement Costs.

**7.4.7 Spanish Translation.** The Settlement Administrator shall, in consultation with the Parties, ensure that Spanish translations of the Direct Notice and the Long Form Notice are disseminated and available to Settlement Class Members.

**7.5 Efficacy Information.** The individual members of the Settlement Class are not PJI employees. PJI will use its best efforts to identify and obtain contact information for the Settlement Class members using resources available to PJI. PJI agrees to provide the Settlement Administrator with statistical information regarding its efforts to obtain Class List information sufficient for the Settlement Administrator to opine as to the efficacy of the overall notice program (“Efficacy Information”). Efficacy Information may include the number of Settlement

Class Members estimated to exist, the number of Settlement Class Members positively identified, and the number of Settlement Class Members for whom PJI has contact information. Efficacy Information does not include any identifying information of Settlement Class Members. The Parties agree to discuss in good faith whether PJI will provide any additional information to the Settlement Administrator for this purpose.

7.6 **Declaration of Compliance.** The Settlement Administrator shall prepare a declaration attesting to compliance with the Class Notice requirements of this Settlement Agreement. Such declaration shall be provided to Class Counsel and PJI's Counsel no later than three days prior to Plaintiff's deadline for moving for final settlement approval, and Class Counsel will file the declaration with the Court in support of Final Approval.

7.7 **Best Notice Practicable.** The Parties agree that compliance with the procedures described in this Section is the best notice practicable under the circumstances and is due and sufficient notice to the Settlement Class during the pendency of the Action, certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, rule, and/or regulation.

## 8. **OBJECTIONS AND EXCLUSIONS**

8.1 **Objections to Settlement.** Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be postmarked on or before the Objection Deadline.

8.1.1 The written objection must also include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence

supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Attorneys”); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through their Objecting Attorneys who shall file an appearance with the Court in accordance with the Local Rules); (6) the objector’s handwritten or electronically imaged written signature; and (7) if a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, a statement identifying each such case by full case caption and amount of payment received.

8.1.2 The Parties will have the right to depose or seek discovery from any objector to assess whether the objector has standing and to understand the nature of the objection.

8.2 **Exclusions from Settlement.** Any Settlement Class Member who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. To exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator, and must include in any such exclusion request: (a) their full name, address, and current telephone number; (b) the entity or entities for whom they were employed and when; (c) all grounds for the request to be excluded, with factual and legal support

for the stated request, including any supporting materials; (d) the identification of any other exclusion requests he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; and (e) the requestor's signature. If represented by counsel, the Settlement Class Member requesting to be excluded must also provide the name and telephone number of his/her counsel. Each opt-out must be on behalf of one Settlement Class Member and shall not incorporate other Settlement Class Members by list, case name, description of a putative class, etc. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice and approved by the Court.

8.2.1 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, seek exclusion from the Settlement Class will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims. A Settlement Class Member who opts out of the Class may not object to this Agreement or the Settlement and is not entitled to be heard at the Final Approval Hearing.

8.3 **Other Challenges to Settlement.** Any challenge to the Settlement Agreement or the Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

## 9. **FINAL APPROVAL HEARING AND FINAL APPROVAL ORDER**

9.1 If the Settlement is approved preliminary by the Court, and all other conditions precedent to the Settlement have been satisfied, no later than 14 days prior to the Final Approval Hearing:

9.1.1 Plaintiff shall request that the Court enter the Final Approval Order in substantially the form attached as Exhibit D, with Class Counsel filing a memorandum in support of the motion;

9.1.2 Class Counsel and/or PJI may file a memorandum addressing any objections to the Settlement.

9.2 At the Final Approval Hearing, the provisions of this Agreement should be approved, whether the Settlement should be finally approved as fair, reasonable, and adequate, whether any objections to the Settlement should be overruled, whether the fee award and any service payment to the Plaintiff should be approved, and whether a judgment reflecting final approval of the Settlement should be entered.

9.3 At the Final Approval Hearing, the Court will consider and determine whether: (i) it has personal and subject matter jurisdiction over all Settlement Class Members; (ii) to approve the Settlement Agreement as fair, reasonable, and adequate, and in the best interests of, the Settlement Class Members; (iii) to find that the Class Notice implemented pursuant to the Agreement constitutes the best practicable notice under the circumstances, is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court; (iv) to find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement; (v) to dismiss the Action with prejudice, without fees or costs to any party except as provided in the Settlement Agreement; (vi) to retain

jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Settlement; and (vii) to enter Final Judgment.

## **10. FINAL JUDGMENT**

10.1 The judgment entered at the Final Approval Hearing will be deemed final for purposes of this Agreement after the latest of the following: (i) if no individual, or counsel on the individual's behalf, has filed an appearance that would give the individual potential standing to appeal the Final Approval Order, then on the date the settlement is finally approved by the Court; (ii) if an individual, or counsel on the individual's behalf, has filed an appearance, and no notice of appeal of the Final Approval Order is filed, the expiration date of the time for filing any appeal from the judgment, including any extension of such expiration date granted by order of any court of competent jurisdiction, by operation of law, or otherwise; (iii) the date of final affirmance on an appeal of the judgment, the expiration of the time for a petition for rehearing and a petition for certiorari of the judgment, or, if such a petition is filed, either the denial of that petition or, if the petition is granted, the date of final affirmance of the Judgment following review pursuant to that grant; or (iv) the date of final dismissal of any appeal of the judgment or the final dismissal of any proceeding to review the judgment.

## **11. RELEASE OF CLAIMS**

11.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action as to PJI and any and all Released Claims, as against all Released Parties.

11.2 Upon the Effective Date, Plaintiff, Settlement Class Members, and the Releasing Parties shall be deemed to have released the Released Claims against the Released Parties, as defined above.

11.3 Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, continuing, pursuing, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

## 12. NO ADMISSION OF LIABILITY

12.1 PJI maintains that neither it, its technology, or its franchisees by using its technology collects, captures, possesses, obtains, stores, uses, disseminates, discloses, or profits from biometric identifiers or information.

12.2 PJI's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. PJI retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective.

12.3 The Parties acknowledge that there has been no stipulation to any class or certification of any class for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void ab initio, and

this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of any class, or in support of an argument for certifying any class for any purpose.

12.4 Neither the Settlement Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement, including court orders: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, certifiability of a class, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil or administrative proceeding before any court, administrative agency or other tribunal.

12.5 However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Approval Order and Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

### **13. TERMINATION OF AGREEMENT**

13.1 This Settlement Agreement may be terminated by either Party by serving on counsel for the opposing party and filing with the Court a written notice of termination within 10 days (or such longer time as may be agreed between Class Counsel and PJI's Counsel) only upon any of the following occurrences:

13.1.1 the Court rejects, materially modifies, or materially amends or changes the terms of the Settlement as embodied in this Settlement Agreement unless such modification or amendment is accepted in writing by all Parties;

13.1.2 the Court declines to enter, without material change, the material terms in the proposed Preliminary Approval Order or the proposed Final Approval Order and Judgment; or

13.1.3 an appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand.

13.2 To avoid ambiguity, the Order on Attorneys' Fees shall not constitute grounds for termination under this Section. In the event of a termination of this Settlement Agreement based on an occurrence specified above, Class Counsel and PJI's Counsel agree to negotiate in good faith in an attempt to reach an appropriate, amended settlement agreement.

13.3 If either Plaintiff or PJI terminate this Agreement as provided for above, the Agreement shall be of no force and effect and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement shall be vacated. However, any payments made to the Claims Administrator for services rendered up to the date of termination shall not be refunded to PJI.

#### 14. MISCELLANEOUS

14.1 **Real Parties in Interest.** In executing this Settlement Agreement, Plaintiff, on behalf of himself and the Settlement Class, and Class Counsel represent and warrant that, as far as they are aware, Settlement Class Members are the only persons with a legal 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, Plaintiff and Class Counsel are unaware of any Released Claims or part thereof having been assigned, granted or transferred in any way to any other person, firm, or entity.

14.2 **Claims Against Cash Awards.** In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any of a Cash Award made to any Class Member, it is the responsibility of the Class Member to transmit the funds to such third party, and neither the Parties nor the Claims Administrator will bear any responsibility or liability to such third party.

14.3 **No Tax Advice.** Plaintiff, Class Counsel, PJI, PJI's Counsel, and the Claims Administrator make no representations as to the taxability of the relief to any Class Member. Class Members are responsible for seeking their own tax advice at their own expense.

14.4 **Voluntary Agreement.** This Settlement Agreement is executed by the Parties voluntarily and each of the Parties warrants that it or he has executed this Settlement Agreement without being under duress or undue influence from any source.

14.5 **Binding Effect.** This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

14.6 **Parties Represented by Counsel.** The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and

have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

14.7 **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 Released Claims, and, further, Plaintiff warrants that he is fully entitled and duly authorized to release the Released Claims.

14.8 **Amendment.** The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

14.9 **Entire Agreement.** This Agreement contains the entire understanding between PJI and Plaintiff on behalf of themselves and the Settlement Class, regarding the Settlement of the Action, and this Settlement Agreement supersedes all previous negotiations, agreements, commitments, understandings, and writings between PJI and Plaintiff, including through their respective counsel, in connection with the settlement of the Action.

14.10 **Headings.** The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

14.11 **Exhibits.** All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

14.12 **Time Periods.** The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

14.13 **Construction and Interpretation.** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arms'-length negotiations among the Parties.

Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

14.14 **Governing Law.** This Settlement Agreement is entered into in accordance with the laws of the State of Illinois and shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.

14.15 **Further Assurances.** Each Party shall do any and all acts or things reasonably necessary to carry out the express intent of this Settlement Agreement. The Parties will cooperate in good faith in the administration of this Settlement and agree to use their best efforts to promptly file a Motion for Preliminary Approval with the Court and to take any other actions required to effectuate this Settlement. Any unresolved dispute regarding the administration of this Agreement will be decided by the Court or by a mediator upon agreement of the Parties.

14.16 **Future Changes in Laws or Regulations.** The Parties agree that changes in law or regulation shall not provide any basis for any attempt to alter, modify, or invalidate this Settlement.

14.17 **Continuing Jurisdiction.** The Parties to this Settlement Agreement stipulate that the Court shall retain jurisdiction over the Action after the entry of the Final Approval Order and Judgment to oversee the implementation and enforcement of this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order and Judgment, and the determination of Class Counsel's request for attorneys' fees and litigation expenses, as well as Service Awards, and any award thereon.

14.18 **Potential Changes to Attachments.** The Parties agree to request that the Court approve the forms of the Preliminary Approval Proposed Order attached as Exhibit A, the

Postcard Notice attached as Exhibit B, the Long Form Notice attached as Exhibit C, the Final Approval Proposed Order attached as Exhibit D, and the Claim Form attached as Exhibit E. The fact that the Court may require non-substantive changes to any of these documents does not invalidate this Settlement Agreement.

14.19 **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications between the Parties given hereunder shall be in writing and shall be deemed to have been duly given as of the date of electronic mailing. Postal mailing will be provided as well, addressed as follows:

To Class Counsel:

J. Dominick Larry  
NICK LARRY LAW LLC  
1720 W. Division St.  
Chicago, IL 60622  
nick@nicklarry.law

To PJI's Counsel:

Erin Bolan Hines  
COZEN O'CONNOR  
123 N. Wacker Dr., Suite 1800  
Chicago, IL 60606  
EBolanHines@cozen.com

14.20 **Costs.** Except as otherwise provided herein, each Party shall bear its own costs.

14.21 **Counterparts.** This Settlement 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 may be collected and annexed to one or more documents to form a complete counterpart. Photocopies and .pdf of executed copies of this Settlement Agreement may be treated as originals.

IN WITNESS WHEREOF, each of the signatories has read and understood this Settlement Agreement, has executed it, and represents that they are authorized to execute this Settlement Agreement on behalf of the Party or Parties they represent, who or which has agreed to be bound by its terms and has entered into this Settlement Agreement.

*Remainder of page intentionally blank*

**Plaintiff Preston Kyles**

By: 

Date: 12/12/2025

**Papa John's International, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**One of Plaintiff's Attorneys**

By:   
**J. Dominick Larry**

Date: 12/12/2025

**One of Plaintiff's Attorneys**

By:   
**Thomas R. Kayes**

Date: 12/12/2025

DocuSign Envelope ID: 5FDD8157-82D6-4D24-916D-A48ABB416384

**Plaintiff Preston Kyles**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**One of Plaintiff's Attorneys**

**By:** \_\_\_\_\_  
**J. Dominick Larry**

**Date:**

**One of Plaintiff's Attorneys**

**By:** \_\_\_\_\_  
**Thomas R. Kayes**

**Date:**

**Papa John's International, Inc.**

**By:** Caroline Byler

**Its:** Chief Administrative Officer

**Date:** Dec-12-2025

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

PRESTON KYLES, individually and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

PAPA JOHN'S INTERNATIONAL, INC., et  
al.

*Defendants.*

Case No. 1:20-cv-7146

Hon. John Robert Blakey

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT AGREEMENT AND APPROVING NOTICE PLAN**

This matter coming before the Court on Plaintiff's Unopposed Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement, ECF No. **xxxx**, good cause being shown, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement, **ECF No. xxxxxx**.
2. Plaintiff has moved the Court for an order preliminarily approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice. The Court having read and considered the Settlement Agreement and having heard the parties being fully advised in the premises, hereby certifies the proposed Settlement Class for settlement purposes only, preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in this Order, and approves of the Notice plan.

## THE CLASS DEFINITIONS

3. Under Federal Rule of Civil Procedure 23(b)(3), the Court certifies the following class for settlement purposes only (the “Settlement Class”):

All individuals who used the FOCUS system’s finger scanner while working at a franchisee-owned Papa John’s location in Illinois, at any time from December 3, 2015 to [the date of preliminary approval].

4. Excluded from the Settlement Class are: (1) all individuals who previously released PJI from liability under BIPA for such use, including pursuant to a settlement agreement and release; (2) any Judge or Magistrate Judge presiding over this Action and members of their families; (3) the current and former officers, directors, agents, and attorneys of Papa John’s International, Inc. and its subsidiaries, parent companies, successors, predecessors, and any entity in which Papa John’s International, Inc. (“Papa John’s”) or its parents have a controlling interest; (4) all persons who properly execute and submit a timely request for exclusion from the Settlement Class; and (5) the legal representatives, successors, or assigns of any such excluded persons.

5. For purposes of settlement only, the Court finds that certification of the Settlement Class is appropriate under Federal Rules of Civil Procedure 23(a) and 23(b)(3). Specifically, the Court finds, for purposes of settlement only, that: (1) the Settlement Class is sufficiently numerous that joinder of all members is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class that predominate over questions affecting only individual members, including whether the finger-scan data utilized by the FOCUS system is biometric information or a biometric identifier as defined in 740 ILCS 14/10; whether Papa John’s possessed, captured, collected, or otherwise obtained that data; and, if so, whether Papa John’s complied with the policy-and-consent regime set forth in 740 ILCS 14/15;

(3) Plaintiff's claims are typical of the claims of the Settlement Class; (4) Plaintiff and Class Counsel have and will continue to fairly and adequately protect the interests of the Settlement Class; and (5) a settlement class action is a superior method of fairly and efficiently adjudicating this Action.

6. Under Federal Rules of Civil Procedure 23(a) and 23(g), and for settlement purposes only, Plaintiff Preston Kyles is appointed as Class Representative, and Thomas R. Kayes of Loevy + Loevy and J. Dominick Larry of Nick Larry Law LLC are appointed as class Counsel.

7. The Court finds that the above attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiff will adequately protect the interests of the Settlement Class defined above.

8. Certification of the Settlement Class shall be solely for settlement purposes and without prejudice to the Parties in the event the Settlement is not finally approved by this Court or otherwise does not take effect. The Parties preserve all rights and defenses regarding class certification in the event the Settlement is not finally approved by this Court or otherwise does not take effect.

#### **PRELIMINARY APPROVAL OF THE SETTLEMENT**

9. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, is likely to be approved under Fed. R. Civ. P. 23(e)(2), and is in the best interests of the Settlement Class set forth above. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the

Settlement Agreement (a) is the result of arm's-length negotiations between experienced class-action attorneys, including a settlement conference presided over by the Court; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by any party.

#### **NOTICE AND ADMINISTRATION**

10. The Court approves, as to form, content, and distribution, the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits B and C thereto, and finds that such Notice is the best practicable notice plan under the circumstances, and that the Notice complies fully with the requirements of Rule 23. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Class. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

11. The Court approves the request for the appointment of Eisner Advisory Group, LLC as Settlement Administrator under the Settlement Agreement.

12. Pursuant to Section 6 of the Settlement Agreement, the Settlement Administrator is directed to commence notice in accordance with the Notice Plan called for by the Settlement Agreement.

## EXCLUSION

13. Members of the Class who wish to exclude themselves from the Class may do so if, on or before the Objection/Exclusion Deadline of **xxxx**, they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

14. To be valid, any request for exclusion must include the (a) individual's full name, address, and current telephone number; (b) the entity or entities for whom they were employed and when; (c) all grounds for the request to be excluded, with factual and legal support for the stated request, including any supporting materials; (d) the identification of any other exclusion requests he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; and (e) the requestor's signature. If represented by counsel, the Settlement Class Member requesting to be excluded must also provide the name and telephone number of his/her counsel. Each opt-out must be on behalf of one Settlement Class Member and shall not incorporate other Settlement Class Members by list, case name, description of a putative class, etc. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice and approved by the Court.

15. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Class Members and shall be bound as Class Members by this Settlement Agreement, if approved. Any person who properly requests exclusion from the Class shall not (a) be bound by any orders or Final Judgment entered in the

Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Agreement or Final Judgment.

## **OBJECTIONS**

16. Any Class Members who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement, or to a Final Judgment being entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys' fees and expense reimbursement sought by Class Counsel, or to the requested incentive award to the Class Representative as set forth in the Notice and Settlement Agreement. No later than **xxxxx, 2026**, papers supporting the Fee Award shall be filed with the Court and made available on the Settlement Website to Class Members. Class Members may object on their own or may do so through separate counsel at their own expense.

17. To object, Class Members must sign and file a written objection on or before the Objection/Exclusion Deadline of **xxxxxx**. The written objection must also include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through their Objecting Attorneys who shall file an appearance with the Court in accordance with the Local Rules); (6) the objector's handwritten or electronically imaged written signature; and (7) if a Settlement Class Member or any of the

Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, a statement identifying each such case by full case caption and amount of payment received.

18. The Parties will have the right to depose or seek discovery from any objector to assess whether the objector has standing and to understand the nature of the objection

19. To be valid, objections must be filed with the Court on or before the Objection/Exclusion Deadline. In addition, any objections made by a Class Member who is represented by counsel must be filed through the Court's CM/ECF filing system.

20. Class Members who fail to file and timely serve written objections in compliance with the requirements above and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement.

#### **FINAL APPROVAL HEARING**

21. The Final Approval Hearing shall be held before this Court on \_\_\_\_\_, 2026 at \_\_\_\_\_ a.m. to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (d) whether to approve the payment of an incentive award to the Class Representative. The Court may adjourn the Final Approval Hearing without further notice to members of the Class.

22. Class Counsel shall file papers in support of their requested Fee Award and the Class Representative's incentive award (collectively, the "Fee Petition") with the Court on or before **xxxxx, 2026**. Papers supporting the Fee Award shall be filed with the Court and posted to the Settlement Website. Papa John's may, but is not required to, file a response to Class Counsel's Fee Petition with the Court on or before **xxxx, 2026**. Class Counsel may file a reply in support of their Fee Petition with the Court on or before **xxxx, 2026**.

23. Plaintiff shall file her papers in support of final approval of the Settlement Agreement, and in response to any objections, with the Court on or before **xxxx, 2026**. Plaintiff's motion for final approval shall include copies of all opt-outs and objections, and all communications to or from class members relating to the same.

#### **FURTHER MATTERS**

24. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement.

IT IS SO ORDERED, **this xxx day of xxxxx, 202xx.**

Dated:

ENTERED:

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Hon. John Robert Blakey  
UNITED STATES DISTRICT JUDGE

# **EXHIBIT B**

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS**

*Kyles v. Hoosier Papa LLC et al.*, Case No. 1:20-cv-07146

**IF YOU WORKED AT A FRANCHISEE-OWNED PAPA JOHN'S RESTAURANT IN ILLINOIS AT ANY TIME FROM DECEMBER 3, 2015 TO [PRELIMINARY APPROVAL DATE] AND USED THE FOCUS SYSTEM'S FINGER SCANNER, YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS-ACTION SETTLEMENT**

*This is an official court notice. You are not being sued. This is not an ad for a lawyer.*

A settlement has been reached in a class action between Papa John's International, Inc. ("Papa John's") and workers at franchisee-owned Papa John's restaurants in Illinois. The lawsuit claims that Papa John's violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by capturing, collecting, and possessing biometric data without the proper notice and consent. Papa John's denies any wrongdoing and says that it has not violated any laws. The Settlement does not establish who is right or wrong, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses that come with continuing in court. The lawsuit is called *Kyles v. Hoosier Papa LLC et al.*, Case No. 1:20-cv-07146, and is pending in the United States District Court for the Northern District of Illinois. Please read this notice carefully. Your legal rights are affected whether or not you act.

*For complete information, visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) or call [phone number].*

**Am I included?** Yes, our records indicate that you worked at a franchisee-owned Papa John's location in Illinois within the time period from December 3, 2015 to [preliminary approval date]. If you used the FOCUS point-of-sale system's finger scanner in Illinois, and you haven't previously settled a lawsuit with Papa John's, then you are part of the Settlement Class.

**What does the settlement provide?** Papa John's has agreed to create a settlement fund of \$2,250,000. If you submit a valid claim and the Court approves the settlement, the amount you receive as payment will depend on how many other Class Members submit valid claims. Those payment amounts are after the payment of the costs, administrative expenses, legal fees, and any service award from the settlement fund.

**How do I get my payment?** To receive a payment, you must complete and return a Claim Form, no later than [CLAIMS DEADLINE]. A link to the Claim Form is included in this Notice, or you can submit a Claim Form online at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

**What are my rights and options?** You have a choice of whether to stay in the Class or not. If you do nothing, you are choosing to stay in the Class. This means you will be legally bound by all orders and judgments of the Court and you won't be able to sue or continue to sue Papa John's for the legal claims made in this case in a different lawsuit. If you do not want to stay in the Class, you must submit a request for exclusion. If you exclude yourself, you cannot get any money or benefits from this lawsuit, but you will keep your right to separately sue Papa John's over the legal issues in this case. To ask to be excluded from the Class, send a letter to the address below postmarked by [DATE] saying you want to be excluded from *Kyles v. Hoosier Papa LLC et al.*, Case No. 1:20-cv-07146. Include your name, address, and signature. If you don't like something about the Settlement or the requests for attorneys' fees and expenses or the service award, you can tell the Court by submitting an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Kyles v. Hoosier Papa LLC et al.*, Case No. 1:20-cv-07146, no later than [DATE].

If you want to receive a payment under the Settlement, you must submit a Claim Form as described above.

**Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firms Nick Larry Law LLC and Loevy + Loevy. They represent you and the other Class Members and are called Class Counsel. The lawyers will request to be paid from the total amount that Papa John's has agreed to pay to the Class. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Preston Kyles—a class member like you—to represent the Class.

**When will the Court approve the settlement?** The Court will hold a final approval hearing on [date] at [time] CT before the Honorable John Robert Blakey, [via telephone (dial-in xxx-xxx-xxxx; access code xxx-xxxx)]. **Do not come to the Courthouse for the final approval hearing** //in Courtroom 1203 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.] The Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for fees and expenses of up to one-third of the Net Settlement Fund and an incentive award to Plaintiff Kyles of \$10,000, a copy of which will be posted on the settlement website.

*For more information, visit [www.\[settlement website\].com](http://www.[settlement website].com) or call [phone number].*

# **EXHIBIT C**

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS

*Kyles v. Hoosier Papa LLC et al.*, Case No. 1:20-cv-07146

**IF YOU WORKED AT A FRANCHISEE-OWNED PAPA JOHN'S RESTAURANT IN ILLINOIS AT ANY TIME FROM DECEMBER 3, 2015 TO [PRELIMINARY APPROVAL DATE] AND USED THE FOCUS SYSTEM'S FINGER SCANNER, YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS-ACTION SETTLEMENT**

*This is an official court notice. You are not being sued. This is not an ad for a lawyer.*

- A settlement has been reached in a class action filed against Papa John's International, Inc. ("Papa John's"). The lawsuit claims that Papa John's violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by capturing, collecting, and possessing biometric data without the proper notice and consent. Papa John's denies any wrongdoing and says that it has not violated any laws. The Settlement does not establish who is right or wrong, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses that come with continuing in court.
- You may be included in this class action if, between December 3, 2015 and [preliminary approval date], you worked at a franchisee-owned Papa John's location and used the FOCUS point-of-sale system's finger scanner. Some exceptions to participating apply. For example, people who reached separate settlement agreements with Papa John's are not included.
- If you submit a valid claim and the Court approves the settlement, the amount you receive as payment will depend on how many other Class Members submit valid claims. All litigation costs, settlement expenses, and legal fees will be separately paid from the settlement fund.
- Please read this notice carefully. Your legal rights are affected whether or not you act.

By order of: Hon. John Robert Blakey, United States District Court for the Northern District of Illinois  
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**QUESTIONS? VISIT [www.\[settlement website\].com](#) OR CALL TOLL FREE [\[settlement phone\]](#)**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>SUBMIT A CLAIM FORM BY [DATE]</b>	<p><b>This is the only way to receive payment.</b> Claim Forms can be found and submitted at the Settlement Website [URL].</p> <p>As a member of the Class, you will give up your rights to sue Papa John’s in the future regarding the claims in this case.</p>
<b>EXCLUDE YOURSELF BY [DATE]</b>	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Papa John’s for the claims in this Settlement.</p> <p>If you exclude yourself, you will give up the right to receive any benefits from this Settlement.</p>
<b>OBJECT TO THE SETTLEMENT BY [DATE]</b>	<p>You may object to the Settlement and requested attorneys’ fees and expenses by writing to the Court and informing it why you don’t think the Settlement or the requested attorneys’ fees and expenses should be approved.</p> <p>If you object, you may also file a Claim Form to receive a payment, but you will give up the right to sue Papa John’s in a separate lawsuit about the legal claims this Settlement resolves.</p>
<b>GO TO THE HEARING ON [DATE]</b>	<p>You can attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection. You are <u>not</u> required to attend the Final Approval Hearing.</p>
<b>DO NOTHING</b>	<p>If you do nothing, you will not receive any payment from the Settlement and you will give up your rights to sue Papa John’s regarding the claims in this case.</p>

- These rights and options — and the deadlines to exercise them — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No Settlement payments will be provided unless the Court approves the Settlement and it becomes final.

By order of: Hon. John Robert Blakey, United States District Court for the Northern District of Illinois  
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**QUESTIONS? VISIT [www.\[settlement website\].com](#) OR CALL TOLL FREE [\[settlement phone\]](#)**

## BASIC INFORMATION

### 1. What is this notice and why should I read it?

A Court authorized this notice to let you know about a proposed settlement with Papa John's. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge John Robert Blakey of the United States District Court for the Northern District of Illinois is overseeing this class action. The case is called *Kyles v. Hoosier Papa LLC, et al.*, Case No. 1:20-cv-07146 The person who filed this lawsuit, Preston Kyles, is the Plaintiff. One of the companies he sued, Papa John's, is a Defendant.

### 2. What is a class action?

A class action is a lawsuit in which one or more plaintiffs—in this case, Preston Kyles—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Court certified a class for settlement purposes.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

This lawsuit alleges that Papa John's violated a law called the Biometric Information Privacy Act (“BIPA”) by collecting fingerprint data through the FOCUS point-of-sale system's finger-scanning function. That law says companies can't possess, collect, store, or share biometric data, which includes things like face, hand, or fingerprint scans, without first giving notice and getting consent.

Papa John's denies all of the claims in the lawsuit. Papa John's claims that the type of information it collected isn't covered by BIPA, and that it provided the notice and obtained the consent required by BIPA. The Court has not decided who is right.

The Settlement is not an admission of wrongdoing by Papa John's. More information about the complaint in the lawsuit and Papa John's position can be found in the “Court Documents” section of the settlement website at [www.\[settlement website\].com](http://www.[settlement website].com).

## WHO'S INCLUDED IN THE SETTLEMENT

### 4. Who is included in the Class?

The Settlement includes anyone who worked at a franchisee-owned Papa John's location in Illinois and used the FOCUS point-of-sale system's finger scanner at any time from December 3, 2015 to [preliminary approval date], except for the people specifically excluded from the settlement (see [FAQ #5](#), below).

The Class includes approximately 10,975 people.

### 5. Who is not included in the Class?

Some users of the FOCUS system's finger scanner in Illinois are excluded from the Class, including people who only worked at corporate-owned Papa John's locations, people who have previously settled their BIPA claims with Papa John's, and people who worked for the judges or lawyers involved in the case. The Settlement Agreement has a list of the categories of people who are excluded.

### 6. How do I know if I am in the Class?

If you worked at a franchisee-owned Papa John's location in Illinois and used the FOCUS system's finger scanner at any time from December 3, 2015 to [preliminary approval date], and you are not subject to any of the exclusions above, then you are a member of the Class and are entitled to a cash payment.

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

If the Court approves the settlement, Papa John's will pay \$2,250,000 to establish a "Settlement Fund." The costs of administering the settlement, Class Counsel's attorneys' fees and costs, and an incentive award to the Class Representative will, if approved by the Court, be paid from the Settlement Fund. The remaining amount will be used to pay Class Members.

If any settlement checks go uncashed, the remaining money will be redistributed to those Class Members who did timely cash their checks. That redistribution will continue until there's no longer enough money left in the Settlement Fund to cover the cost of making further payments, at which point it will be distributed to the Illinois Treasurer's Unclaimed Property Division.

## HOW TO GET BENEFITS

### 8. How do I get payment?

To get a payment, you must submit a Claim Form, which can be found on the Settlement Website, postmarked or submitted electronically by [DATE]. Claim Forms may be submitted online at [settlement website] or by U.S. mail to the following address: [settlement address]. You can elect to receive your payment by check or electronically by ACH, Zelle, Venmo, Paypal, or digital Mastercard on the Settlement Website.

The payment amounts will be determined by each claiming Class Member's *pro rata* share of the Settlement Fund, after deducting any Court-approved attorneys' fees and expenses, service award to the Class Representative, and costs of settlement notice and administration.

### 9. When Will I get my payment?

The Court will hold a hearing to consider the fairness of the Settlement on [Final Approval Hearing Date]. If the Court approves the Settlement, the Settlement Administrator will distribute the first round Settlement Payments approximately 54 days of the Court finally approving the settlement, or any appeals process completing.

### 10. I'm still not sure if I'm included.

If you are still not sure whether you are included in the Class, please call settlement administrator at [phone number].

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in the case?

The Court has appointed Thomas R. Kayes of Loevy + Loevy and J. Dominick Larry of Nick Larry Law LLC as the attorneys to represent the Class. They are called "Class Counsel." In addition, the Court appointed Plaintiff Preston Kyles to serve as the Class Representative. He is a Class Member like you.

### 12. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. You can hire your own lawyer, but you will have to pay that lawyer.

### 13. How will the lawyers be paid?

Class Counsel will ask the Court to attorneys' fees of one-third of the net settlement fund (i.e., the amount of the fund remaining after payment of notice and administration expenses) and for reimbursement of \$13,890.42 in out-of-pocket expenses incurred. Class Counsel will also request an incentive award of \$10,000 for the Class Representative.

Class Counsel will file a motion asking for approval of the requested attorneys' fees, expenses, and incentive award no later than [DATE], and that motion will be available for review on the Settlement Website. The Court will determine the proper amount of attorneys' fees and expenses to award Class Counsel and the proper amount of any incentive award to the Class Representative. The Court may award less than the amounts requested.

## YOUR RIGHTS AND OPTIONS

### 14. What happens if I do nothing at all?

If you do nothing, you will be a Class Member, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, but you won't receive a payment. Unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Papa John's for the claims or legal issues being resolved by this Settlement.

### 15. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no payment under the Settlement, and you will no longer be a Class Member. You will keep your right to start your own lawsuit against Papa John's for the same legal claims at issue in this lawsuit. You will not be legally bound by the Court's judgments related to the Class and Papa John's in this class action.

### 16. How do I ask to be excluded?

You can mail a letter stating that you want to be excluded from the Settlement. Your letter must: (1) be in writing, (2) identify the case name, "*Kyles v. Hoosier Papa LLC, et al.*, Case No. 20-cv-07146," (3) state your full name and current address, (4) be physically signed by you or your representative, and (5) be postmarked for delivery by mail to the Settlement Administrator on or before [date]. Your request to be excluded must also include a statement to the effect that: "I hereby request to be excluded from the proposed Class in *Kyles v. Hoosier Papa LLC*." You must mail your exclusion request no later than [date] to: *Papa John's Class Action Administrator*, [address information]. You can't exclude yourself over the phone.

**17. If I don't exclude myself, can I sue Papa John's for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Papa John's and any other released party for the claims being resolved by this Settlement.

**18. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, you will not receive a payment.

**19. How do I object to the Settlement?**

If you do not exclude yourself from the Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval before filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Kyles v. Hoosier Papa LLC, et al.*, Case No. 20-cv-7146, no later than [DATE]. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the United States District Court for the Northern District of Illinois  
Dirksen U.S. Courthouse  
219 S. Dearborn St.  
Chicago, Illinois 60604

The Objection must be in writing, must be signed, and must include the following information: (1) your full name and current address, (2) a statement that you believe yourself to be a member of the Class, (3) the specific grounds for your objection, (4) all documents or writings that you desire the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (6) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. If you are represented by a lawyer, he or she must file an appearance or seek *pro hac vice* admission to practice before the Court, and electronically file the objection.

**20. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class as a Class Member. Excluding yourself from the Class is telling the Court that you don't want to be a Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [TIME] CT on [DATE] before the Honorable John Robert Blakey, [via telephone (dial-in xxx-xxx-xxxx; access code xxx-xxxx). **Do not come to the Courthouse for the final approval hearing**//in Courtroom 1203 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.] The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.

**Note:** The date, time, and location of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the settlement website, [www.\[settlement website\].com](http://www.[settlement website].com).

### 22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

### 23. May I speak at the hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection, (*see* Question 19 above), and intend to appear at the hearing, you must state your intention to do so in your objection.

## GETTING MORE INFORMATION

### 24. How do I get more information?

The website, [www.\[settlement website\].com](http://www.[settlement website].com), contains several Court documents that provide additional information about the case. It will be updated with the most current information about the lawsuit as it becomes available. You may also write with questions to the Papa John's BIPA Class Action Administrator, [address]. You can call the Administrator at [phone number] or Class Counsel at (773) 694-4669.

By order of: Hon. John Robert Blakey, United States District Court for the Northern District of Illinois  
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**QUESTIONS? VISIT [www.\[settlement website\].com](http://www.[settlement website].com) OR CALL TOLL FREE [settlement phone]**

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT, OR  
THE DEFENDANT'S LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT  
OR DISTRIBUTION OF PAYMENTS.**

By order of: Hon. John Robert Blakey, United States District Court for the Northern District of Illinois  
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***QUESTIONS? VISIT [www.\[settlement website\].com](#) OR CALL TOLL FREE [\[settlement phone\]](#)***

# **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

PRESTON KYLES, individually and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

PAPA JOHN’S INTERNATIONAL, INC., et  
al.

*Defendants.*

Case No. 1:20-cv-7146

Hon. John Robert Blakey

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

This matter is before the Court on Plaintiff’s unopposed Motion for Final Approval of Class Action Settlement (the “Motion”). The Motion references and incorporates a Class Action Settlement Agreement (the “Settlement” or “Settlement Agreement”) that, together with the exhibits thereto, sets forth the terms and conditions for the settlement of claims, on a classwide basis, between Preston Kyles individually and on behalf of the Settlement Class and Defendant Papa John’s International, Inc. (“Papa John’s” or “Defendant,” and, along with Plaintiff, the “Parties”).

Having carefully considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and all of the files, records, and proceedings herein, including arguments set forth at the Final Approval Hearing on the Settlement, and finding good cause,

IT IS HEREBY ORDERED as follows:

1. This Final Approval Order and Judgment (“Order”) incorporates by reference the definitions in the Settlement Agreement, all terms defined therein shall have the same meaning in

this Order as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this Action pursuant to 28 U.S.C. § 1332(d) and personal jurisdiction over the Parties and the members of the Settlement Class.

3. The Motion is granted as set forth herein.

### **CERTIFICATION OF THE SETTLEMENT CLASS**

4. The Court previously certified a Settlement Class in its Preliminary Approval Order.

5. Pursuant to Federal Rule 23(a), (b)(3), and (e), and solely for purposes of settlement, the Court hereby finally approves certification of the following Settlement Class:

All individuals who used the FOCUS system's finger scanner while working at a franchisee-owned Papa John's location in Illinois, at any time from December 3, 2015 to [the date of preliminary approval].

6. For settlement purposes only, the Court confirms the appointment of Plaintiff Preston Kyles as Class Representative of the Settlement Class, and finds that he has adequately represented the Settlement Class.

7. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class: Thomas R. Kayes of Loevy + Loevy and J. Dominick Larry of Nick Larry Law LLC.

8. For settlement purposes only, the Court finds that the requirements of Rules 23(a) and (b)(3) are satisfied for the following reasons: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of law and fact common to members of the Settlement Class that predominate over questions affecting only individual

members, including whether the finger-scan data utilized by the FOCUS system is biometric information or a biometric identifier as defined in 740 ILCS 14/10; whether Papa John's possessed, captured, collected, or otherwise obtained that data; and, if so, whether Papa John's complied with the policy-and-consent regime set forth in 740 ILCS 14/15; (3) Plaintiff's claims are typical of the claims of the Settlement Class; (4) Plaintiff and Class Counsel have and will continue to fairly and adequately protect the interests of the Settlement Class; and (5) a settlement class action is a superior method of fairly and efficiently adjudicating this Action.

### **FINAL APPROVAL OF THE SETTLEMENT AND NOTICE PROGRAM**

9. The Court approves the Settlement as fair, reasonable, and adequate and in the best interests of the Settlement Class Members. The Court has specifically considered the factors relevant to class settlement approval pursuant to Fed. R. Civ. P. 23, including whether:

- (A) the Class Representative and Class Counsel have adequately represented the Settlement Class;
- (B) the Settlement was negotiated at arm's length;
- (C) the relief provided for the Settlement Class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the terms of any proposed award of attorneys' fees and costs, and Class Representative service award, including the timing of payment and any justification for the awards; and (iii) any agreement required to be identified under Rule 23(e)(3); and
- (D) the Settlement treats Settlement Class Members equitably relative to each other.

The Court has also considered other factors relevant to class settlement approval, including, *inter alia*, "(1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the

opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed.” See *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014).

10. Having considered the terms of the Settlement and the record before it, the Court finds that the Class Representative and Class Counsel have adequately represented the interests of Settlement Class Members; the settlement consideration provided under the Settlement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties; the Settlement is the result of arm’s-length negotiations by experienced, well-qualified counsel that included a day-long mediation conducted by a neutral mediator; the Settlement provides meaningful monetary benefits (*i.e.* a \$2,250,000 non-reversionary settlement fund (“Settlement Fund”)) to Settlement Class Members and such benefits are not disproportionate to the attorneys’ fees and expenses sought by Class Counsel; the benefits provided treat Settlement Class Members equitably; and the Settlement is reasonable and appropriate under the circumstances of this Action, including the risks, complexity, expense and duration of the Action, as well as the reaction of the Settlement Class. The Court further finds that these facts, in addition to the Court’s observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

11. The Court finds that the notice program as set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order satisfies the requirements of Federal Rule of Civil Procedure 23(c) and due process and constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of (a) the nature of the case; (b) the terms of the Settlement, including the definition of the Settlement Class; (c) the class claims and issues; (d) the procedure for objecting to or opting out of the Settlement; (e) that the Court will exclude from the Settlement Class any Settlement Class member who timely and

validly requests exclusion; (f) the time and manner for requesting such exclusion; (g) contact information for Class Counsel, the Settlement Administrator, the Settlement Website, and a toll-free number to ask questions about the Settlement; (h) important dates in the settlement approval process, including the deadlines to request exclusion or object and the date of the Final Approval Hearing; (i) Class Counsel's request for an award of reasonable attorneys' fees and expenses; (j) the Class Representative's application for a service award; and (k) the binding effect of a class judgment on Settlement Class members under Rule 23(c)(3).

12. The Court hereby reaffirms its appointment of the Settlement Administrator to perform the functions and duties of notice and settlement administration as set forth in the Settlement Agreement and to provide such other administration services as are reasonably necessary to facilitate the completion of the Settlement. Accordingly, Class Counsel and the Settlement Administrator are directed to administer the Settlement in accordance with its terms and provisions.

13. The individuals or entities identified on Exhibit "A" hereto (if any) have timely and validly requested exclusion from the Settlement Class and, therefore, are excluded. These individuals or entities are not included in or bound by the Settlement or this Order. Such individuals or entities are not entitled to any recovery from the settlement proceeds obtained through the Settlement.

14. **No objections** were filed in this matter, and any objections to the Settlement Agreement are overruled and denied in all respects.

15. The Court hereby approves the Settlement in all respects and orders that the Settlement Agreement shall be consummated and implemented in accordance with its terms and conditions.

16. The Parties, without further approval from the Court, are hereby authorized to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Order and do not limit the rights of Settlement Class Members.

17. The Court shall retain exclusive, continuing, jurisdiction to resolve any disputes or challenges that may arise as to compliance with the Settlement Agreement, or any challenge to the performance, validity, interpretation, administration, enforcement, or enforceability of the Notice, this Order, or the Settlement Agreement.

18. In the event that this Order is reversed on appeal or otherwise does not become final, (i) this Order shall be rendered null and void and shall be vacated *nunc pro tunc*, (ii) as specified in the Settlement Agreement, the Settlement Agreement and other related orders shall be rendered null and void and shall be vacated *nunc pro tunc*, (iii) the Settlement Fund shall be refunded to the Defendant, less settlement administrative expenses actually incurred and paid, and (iv) the Action shall proceed as if no settlement had occurred and as otherwise provided for in the Settlement Agreement.

19. Neither the Settlement Agreement, the Settlement contained therein, the negotiation nor any proceeding or document executed pursuant to or in furtherance thereof, (i) is or shall be construed as, an admission of, or evidence of, the truth of any allegation or of any liability or the validity of any claim or defense, in whole or in part, on the part of any party in any respect, or (ii) is or shall be admissible in any action or proceeding for any reason, other than an action or proceeding to enforce the terms of the Settlement or this Order.

#### **DISMISSAL AND FINAL JUDGMENT**

20. The Action is hereby dismissed with prejudice, with each party to bear its own costs.

21. Upon the Effective Date and by operation of this Order and Final Judgment, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, continuing, pursuing, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

22. This Court hereby directs entry of this Order and Final Judgment pursuant to Federal Rule of Civil Procedure 58 based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Final Judgment. The Clerk of the Court shall close the file in this matter.

#### **ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

23. The Court has also considered Plaintiff's Motion for Attorneys' Fees, Litigation Expenses, and Service Awards, as well as the supporting memorandum of law and declarations, and adjudges that (i) the payment of attorneys' fees in the amount of **xxx** of the Net Settlement Fund, or **\$xxxx**, and (ii) the reimbursement of out-of-pocket litigation expenses in the amount of **\$xxx** are reasonable under Rule 23 and applicable caselaw. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

24. The Court further finds that the requested service awards to the Class Representative is fair and reasonable. As such, the Court approves a service award to the Class Representative in the amount of **\$xxx**, to be paid from the Settlement Fund in the manner and at the times set forth in the Settlement Agreement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 20\_\_

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HON. JOHN ROBERT BLAKEY  
CHIEF U.S. DISTRICT JUDGE

# **EXHIBIT E**

[SETTLEMENT MAILING ADDRESS]  
PO Box #####  
CITY, STATE ZIP

**Your Claim Form Must Be  
Submitted On or Before Month DD,  
YYYY**

***Kyles v. Hoosier Papa LLC, et al.***  
United States District Court for the Northern District of Illinois  
(Case No. 1:20-cv-07146)

**Claim Form**

You are eligible for a payment if you meet the class definition. Specifically, the lawsuit includes a Class of people who worked at a franchisee-owned Papa John's restaurant location in Illinois at any time from December 3, 2015 to [preliminary approval date] and used the FOCUS point-of-sale system's finger scanner. If you received a Direct Notice in this case, our records indicate that you are a member of the Class.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [www.\[SETTLEMENT WEBSITE\].com](#), or call [phone number] for more information.

Fill out each section of this form and sign where indicated. If you opt for payment via check and your Claim Form is approved, you will receive a check in the mail at the address you provide below. This claim form must be mailed and postmarked by **[Claims Deadline]**. You may include documentation of your employment as proof of your claim but you are not required to do so to file your claim.

YOU MUST PROVIDE ALL OF THE REQUIRED (\*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT [WWW.\[settlement website\].COM](#).

**1. CLASS MEMBER INFORMATION**

First Name*		Middle Initial
Last Name*		Suffix
Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)*		
City*	State*	Zip Code*
Current Email Address (Required if you have selected digital payment)		
Current Phone Number	Settlement Claim ID (If known)	Names or addresses of Papa John's franchisee(s) in Illinois who employed you
*Select Preferred Payment Option:		
<input type="checkbox"/> Physical Paper Check	<input type="checkbox"/> Digital Payment (Email Address Required)	Dates of Employment _____ to _____
<input type="checkbox"/> I am including documentation of my employment to support my claim.		Description of Documentation Provided

Your Settlement Claim ID is printed on the notice you received in the mail.

**2. SIGN AND DATE YOUR CLAIM FORM**

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Settlement Administrator to provide supplemental information before my claim will be considered complete and valid.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**3. REMINDER CHECKLIST**

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [www.\[SETTLEMENT WEBSITE\].com](#) and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case the Settlement Administrator needs to contact you in order to complete your request.
3. For more information, please visit the settlement administration website at [www.\[SETTLEMENT WEBSITE\].com](#) or call the Settlement Administrator at [PHONE NUMBER]. Please do not call the Court or the Clerk of the Court.