

**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

Judge 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 Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement, ECF Nos. 204, 205, 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. 206-1.

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 December 17, 2025.

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, remains 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 April 17, 2026, 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 April 3, 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 April 17, 2026. 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 May 26, 2026 at 11:00 a.m. in Courtroom 1203; at that time, the Court will 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 or reset 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 April 3, 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 April 17, 2026. Class Counsel may file a reply in support of their Fee Petition with the Court on or before May 4, 2026.

23. Plaintiff shall file his papers in support of final approval of the Settlement Agreement, and in response to any objections, with the Court on or before May 4, 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.

Dated: December 17, 2025

Entered:


John Robert Blakey
United States District Judge