

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.

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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