

**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

**DECLARATION OF BRANDON SCHWARTZ OF EISNERAMPER REGARDING
NOTICE PLAN IMPLEMENTATION AND SETTLEMENT ADMINISTRATION**

I, Brandon Schwartz, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the Director of Legal Notice for Eisner Advisory Group, LLC (“EisnerAmper” or “EAG”), a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs.

2. EisnerAmper is not related to or affiliated with the Plaintiffs, Class Counsel, the Defendant, or Defendant’s Counsel.

BACKGROUND

3. On December 17, 2025, the Court entered the *Order Granting Preliminary Approval of Class Action Settlement Agreement and Approving Notice Plan* (the “PAO”), ECF No. 210, approving the Settlement Agreement and the appointment of EAG as Settlement

Administrator. After the Court granted preliminary approval of the Settlement, EAG began to implement and coordinate the notice program and claims process.

4. I submit this Declaration to evidence EAG's compliance with the terms of the PAO, detail EAG's execution of its role as the Settlement Administrator and report to the Court the status of claims, opt outs and objections to date.

CAFA NOTICE

5. On December 22, 2025, pursuant to 28 U.S.C. §1715(b), EAG, on behalf of the Defendant, caused notice of this Settlement and related materials to be sent to the Attorneys General of 50 U.S. states, the Attorney General of the District of Columbia as well as the Attorney General of the United States. As of April 28, 2026, EAG has not received any objection from any Attorney General. A copy of the CAFA Notice is attached as **Exhibit A**.

CLASS NOTICE PROGRAM EXECUTION

6. **Notice Database.** On January 26, 2026, EAG received one (1) Excel file containing Class Member data, including name, address, phone number, email address, and store at which each Class Member worked, where available. The information contained in Excel file combined for a total of 10,975 records, 4,437 with at least partial address information. Prior to initiating direct notice, the records with address information underwent data cleansing, deduplication, and contact information verification, resulting in 4,334 Class Member records with noticeable addresses. EAG also received two (2) files containing franchisee name, store number, and address records for 86 open and 43 closed Papa John's locations along (collectively the "Class List").

Mail Notice

7. EAG coordinated and caused the mailing of the Postcard Notice by the United States Postal Service ("USPS") via First-Class Mail to individuals for whom a mailing address

was available in the Class List. The Postcard Notice included both English and Spanish translations, the Settlement Website for access to additional information, and the return address of the P.O. Box maintained for the purpose of receiving Claim Form submissions and a QRCode which, when scanned, delivered the user the Settlement Website. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit B**.

Mail Notice Delivery

8. Prior to the Postcard Notice mailing, all mailing addresses were checked against the National Change of Address database maintained by the USPS. In addition, the addresses were certified via the Coding Accuracy Support System to ensure the quality of the zip code and verified through Delivery Point Validation to verify the accuracy of the addresses. Beginning on February 16, 2026, EAG executed Postcard Notice mailings for 4,334 unique addresses in the Class List. Per Section 7.3 of the Settlement Agreement, one (1) round of 1,101 undelivered Postcard Notice records were processed through a skip trace. This resulted in 940 Postcard Notice remains.

Digital Notice

9. Beginning on February 16, 2026 and continuing through March 16, 2026, EAG coordinated digital notice across Facebook and Instagram and programmatic display advertising using Google Display Network. EAG developed a target audience of “current and former Papa John’s employees in Illinois”. In total, 2,543,284 impressions were served over four weeks, resulting in 8,270 clicks. Examples of the digital notices are attached as **Exhibit C**.

Settlement Post Office Box

10. On February 16, 2026, EAG established a dedicated Post Office Box for the Settlement program:

Kyles v. Papa John’s International Settlement Administrator
P.O. Box 1428

Baton Rouge, LA 70821

11. The P.O. Box serves as a location for the USPS to return undeliverable mail to EAG and for Class Members to submit Claim Forms, Exclusion Request Forms, and other Settlement-related correspondence. The P.O. Box address appears prominently in all notices and in multiple locations on the Settlement Website. EAG monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

Settlement Website

12. On February 16, 2026, the website, www.PJBipaLawsuit.com, was launched to provide Settlement Class Members with details of the Settlement. The Settlement Website includes relevant dates, answers to frequently asked questions, instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and provides Settlement Class Members with the ability to submit a claim through the Settlement Website. The Settlement Website also provides Class Members access to:

- a. The Long Form Notice in English and Spanish (**Exhibits D and E**);
- b. The Short Form Notice in English and Spanish (**Exhibits F and G**);
- c. The Mail-In Claim Form (**Exhibit H**);
- d. The Class Action Complaint;
- e. The Amended Class Action Complaint;
- f. The Settlement Agreement;
- g. The Plaintiff's Motion for Preliminary Approval of Settlement (including the Notice of Motion, Motion, Memorandum and Declarations);
- h. The Plaintiff's Notice of Voluntary Dismissal Only as to Hoosier Papa, LLC;
- i. The Order Granting Preliminary Approval of the Settlement Agreement; and

- j. The Motion for Attorney's Fees, Costs and Service Award (including Notice of Motion, Motion, Memorandum and Declarations).

As of April 28, 2026, there have been 74,673 unique visitors to the Settlement Website.

Toll-Free Number

13. On February 16, 2026, EAG established a toll-free telephone number, 1-833-554-2370, which is available twenty-four hours per day. Settlement Class Members can call the toll-free interactive voice response system that provides important Settlement information and offers the ability to leave a voicemail message requesting a call-back from a call center representative. The toll-free number appeared in the Notices, as well as in multiple locations on the Settlement Website. The toll-free number will remain active through the close of this Settlement program.

Email Support

14. Coinciding with the launch of the Settlement Website, EAG established an email address, info@PJBipaLawsuit.com, to provide an additional option for Class Members to address specific questions and requests to the Settlement Administrator for support. The email address is displayed on the Settlement Website as well as the Postcard Notice.

NOTICE PROGRAM REACH

15. As of April 28, 2026, the direct notice program has reached a total of 3,982 (36.3%) Settlement Class Members. Table 1 on the following page provides an overview of dissemination results for the Notice Program.

Table 1: Notice Dissemination		
Description	Total Volume	Class Members (%)
Total Class List	10,975	100.0%
Noticeable Class Members	4,334	39.5%
Mail Notice		
Postcard Notices Mailed	4,334	100.0%
Postcard Notices Delivered	3,184	73.5%
Postcards Returned	1,150	26.5%
Remail Notice		
Postcard Remails Mailed	940	100.0%
Postcard Remails Delivered	797	84.8%
Postcards Remails Returned	143	15.2%
Total Direct Notice Reach	3,981	36.3%

CLAIM ACTIVITY

Claim Intake and Processing

16. Settlement Class Members were able to submit claims by either a paper Claim Form that could be printed from the Settlement Website, or online at the Settlement Website. The online claim submission feature was available beginning February 16, 2026 through the claims deadline of April 17, 2026. EAG shall continue to analyze claims that have already been received as well as any additional timely claims mailed to the P.O. Box and postmarked by the claim filing deadline.

Table 2 below provides summary statistics of claim submissions as of April 28, 2026.

Table 2: Claim Submission Statistics	
Description	Volume
Online Claims Received	20,022
(+) Paper Claims Received	45
Total Claims Received	20,067

Claim Review

17. EAG reviewed all claims received and matched them against the Class List. Additional analysis was done against a list of company and corporate names provided by Defense Counsel, and against records and systems maintained by EAG for purposes of identifying fraudulent claims.

Table 3: Claim Review	
Category	Volume
Claim Match - Class List and/or Documentation	387
Claim Match - Franchisee List with no Bot indicators	438
Possible Match - Additional Information Required	354
Claim Denied - Fraud/Bot/Duplicate	7,483
Claim Denied - No Class/Location Match	268
Claim Denied - No Class/Location Match AND Fraud/Bot	11,137
Total	20,067

18. Noted above, 387 claims were submitted with no indicia of fraud or bot activity and with information that matched the Class List and/or provided documentation of employment at an eligible Papa John's location. An additional 438 claims do not match the Class List by claimant name, but the location or address of the Papa John's location does reasonably match the Class List, by address, location or franchisee name, and the claim does not show any indicia of fraud or bot activity. EAG has identified 354 claims that possibly match the Class List but additional information is required to determine the claim eligibility. EAG is working with Class Counsel and counsel for Papa John's International to finalize these claims and determine the steps needed to assess their class membership.

Claim Value Estimate

19. If the Court approves the requested attorneys' fees, incentive awards, and administrative costs, Table 4 below estimates the claim award amount. Subject to the claim

eligibility review outlined above, EAG anticipates the final claim value to fall between \$1,226.46 and \$1,752.72.

Table 4 - Estimated Claimant Payment		
Description	Dollars	
Total Settlement Fund	\$2,250,000.00	
(-) Attorney Payments and Fees	\$729,944.00	
(-) Litigation Costs	\$13,890.42	
(-) Service Awards	\$10,000.00	
(-) Estimated Admin Fees	\$50,168.00	
Subtotal - Settlement Expenses	\$804,002.42	
Available for Class Members	\$1,445,997.58	
Total Claims (Estimated)	825	1,179
Claimant Award Amount (Estimated)	\$1,752.72	\$1,226.46
Total Settlement Payments	\$1,445,994.00	\$1,445,996.34
Total Balance	\$3.58	\$1.24

EXCLUSIONS AND OBJECTIONS

Exclusions (Opt-Outs) Received

20. The exclusion/opt-out deadline was April 17, 2026. As of April 17, 2026, EAG has received no exclusion requests from Settlement Class Members.

Settlement Objections

21. As of April 17, 2026, EAG has not received any objections from Settlement Class Members.

NOTICE AND ADMINISTRATION COSTS

22. EAG has incurred \$39,067 in fees and costs completing notice and administering the Settlement, including \$2,375.81 in postage costs. EAG estimates total administrative costs to remain within our estimate to Class Counsel of \$50,168.

CONCLUSION

23. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, and by case law pertaining to the recognized notice standards under Federal Rules of Civil Procedure, Rule 23. This framework directs that the notice plan be optimized to reach the class and, in a settlement notice situation such as this, that the notice or notice plan itself did not limit knowledge of legal rights—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

24. In total, the notice plan achieved a reach of 81% with an average frequency of 3.07. The measurable reach does not account for the Settlement Website or toll-free hotline, as these channels are difficult to quantify.

25. It is my opinion, based on my expertise and experience and that of my team, that the methods of notice dissemination implemented by this Settlement, and the Court’s Preliminary Approval Order, provided effective notice of the Settlement, provided the best notice that is practicable, adhered to Fed. R. Civ. P. 23, followed the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and met the requirements of due process, including its “desire to actually inform” requirement.

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 4th day of May, 2026 in Portland, Oregon.



Brandon Schwartz

Exhibit A: CAFA Notice



VIA U.S. MAIL

Date: December 22, 2025

To: All “Appropriate” Federal and State Officials Per 28 U.S.C. § 1715

Re: CAFA Notice for the proposed Settlement in *Kyles V. Hoosier Papa LLC, et al.*, Case Number: 1:20-cv-7146, pending in the United States District Court for the Northern District of Illinois

Pursuant to Section 3 of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, Defendant Papa John’s International, Inc. (“Papa John’s”) hereby notifies you of the proposed settlement filed on December 12, 2025 in the above-captioned action (the “Action”), currently pending in the United States District Court for the Northern District of Illinois (the “Court”). Defendant denies all allegations of wrongdoing and liability but has nevertheless decided to settle this Action to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Class’s claims for statutory liquidated damages under BIPA.

Defendant addresses the eight items required by 28 U.S.C. § 1715(b) below, and all exhibits are available for review on the enclosed CD:

1. 28 U.S.C. § 1715(b)(1) – a copy of the complaint and any materials filed with the complaint and any amended complaints.
The Complaint is available as **Exhibit A**, the First Amended Complaint is available at **Exhibit B**.
2. 28 U.S.C. § 1715(b)(2) – notice of any scheduled judicial hearing in the class action.
The final approval hearing is scheduled for May 26, 2026 at 11:00 am CST in Judge Blakey's courtroom (Courtroom 1203, Everett McKinley Dirksen U.S. Courthouse, 219 S Dearborn St, Chicago, IL 60604).
3. 28 U.S.C. § 1715(b)(3) – any proposed or final notification to class members.
Copies of the proposed Short Form Notice and Long Form Notice are available as **Exhibits C and D**, respectively.
4. 28 U.S.C. § 1715(b)(4) – any proposed or final class action settlement.
The Settlement Agreement is available as **Exhibit E**.
5. 28 U.S.C. § 1715(b)(5) – any settlement or other agreement contemporaneously made between class counsel and counsel for defendant.

There is no settlement or other agreement contemporaneously made between class counsel and counsel for defendant.

6. 28 U.S.C. § 1715(b)(6) – any final judgment or notice of dismissal.

The Court has not entered a final judgment. On December 12, 2025, Plaintiff voluntarily dismissed his claims against the non-settling defendant Hoosier Papa, LLC, without prejudice. A copy of the notice of dismissal of the claims against Hoosier Papa, LLC is attached as **Exhibit F**.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State’s appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

The Class includes approximately 10,975 people. A list of the class members is not available as this time.

8. 28 U.S.C. § 1715(b)(8) – any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

The Court has not issued any relevant opinions or orders at this time.

If you have any questions about this notice, the Action, or the enclosed materials, please contact the undersigned below.

Respectfully submitted,

Eisner Advisory Group LLC

NAME	NAME2	ADDRESS	ADDRESS2	ADDRESS3	CITY	STATE	ZIP
Office of The Attorney General		1031 W 4th Ave Ste 200			Anchorage	AK	99501-5903
Office of The Attorney General		PO Box 300152	501 Washington Avenue		Montgomery	AL	36130-0152
Office of The Attorney General		323 Center St Ste 200			Little Rock	AR	72201-2610
Office of The Attorney General		2005 N Central Ave			Phoenix	AZ	85004-1545
Office of The Attorney General	CAFA Coordinator, Consumer Law Section	455 Golden Gate Ave Ste 11000			San Francisco	CA	94102-7020
Office of The Attorney General		1300 N Broadway Fl 10	Ralph L. Carr Colorado Judicial Center		Denver	CO	80203-2104
Office of The Attorney General		165 Capitol Ave			Hartford	CT	06106-1659
Office of The Attorney General		441 4th St NW Ste 1100S			Washington	DC	20001-2714
United States Office of The Attorney General	US Department of Justice	950 Pennsylvania Ave NW			Washington	DC	20530-0009
Office of The Attorney General		820 N French St Ste 6			Wilmington	DE	19801-3509
Office of The Attorney General		Pl-01 The Capitol			Tallahassee	FL	32399-0001
Office of The Attorney General		40 Capitol Sq SW			Atlanta	GA	30334-9057
Department of The Attorney General		425 Queen St			Honolulu	HI	96813-2903
Office of The Attorney General		1305 E Walnut St	Hoover State Office Building		Des Moines	IA	50319-0106
Office of The Attorney General		PO Box 83720	954 West Jefferson Street, 2nd Floor		Boise	ID	83720-0003
Office of The Attorney General		100 W Randolph St			Chicago	IL	60601-3218
Office of The Attorney General		302 W Washington St Rm 5	Indiana Government Center South		Indianapolis	IN	46204-4701
Office of The Attorney General		120 SW 10th Ave Fl 2			Topeka	KS	66612-1237
Office of The Attorney General		700 Capital Ave Rm 118			Frankfort	KY	40601-3458
Office of The Attorney General		PO Box 94005			Baton Rouge	LA	70804-9005
Office of The Attorney General	ATTN: CAFA Coordinator/General Counsel's Office	1 Ashburton Pl			Boston	MA	02108-1518
Office of The Attorney General		200 Saint Paul Pl			Baltimore	MD	21202-5994
Office of The Attorney General		6 State House Sta			Augusta	ME	04333-0006
Office of The Attorney General		525 W Ottawa St	G. Mennen Williams Building	PO Box 30212	Lansing	MI	48933-1067
Office of The Attorney General		445 Minnesota St Ste 1400			Saint Paul	MN	55101-2131
Office of The Attorney General		207 W High St	Supreme Court Building		Jefferson City	MO	65101-1516
Office of The Attorney General		550 High St Ste 11	Walter Sillers Building		Jackson	MS	39201-1111
Office of The Attorney General		215 N Sanders St	Justice Building Third Floor		Helena	MT	59601-4517
Office of The Attorney General	ATTN: Consumer Protection	114 W Edenton St			Raleigh	NC	27603-1712
Office of The Attorney General		600 E Boulevard Ave Dept 125	State Capitol		Bismarck	ND	58505-0602
Office of The Attorney General		PO Box 98920	2115 State Capitol		Lincoln	NE	68509-8920
Office of The Attorney General		33 Capitol St			Concord	NH	03301-6317
Office of The Attorney General		25 Market St	Rj Hughes Justice Complex	PO Box 080	Trenton	NJ	08611-2148
Office of The Attorney General	ATTN: Farrah Diaz, Paralegal	201 3rd St NW Ste 300			Albuquerque	NM	87102-3366
Office of The Attorney General		100 N Carson St	Old Supreme Court Building		Carson City	NV	89701-4717
Office of The Attorney General		The Capitol			Albany	NY	12224
Office of The Attorney General		30 E Broad St Fl 14	State Office Tower		Columbus	OH	43215-3414
Office of The Attorney General		313 NE 21st St			Oklahoma City	OK	73105-3207
Office of The Attorney General	Oregon Department of Justice	1162 Court St NE			Salem	OR	97301-4095
Office of The Attorney General		16th Floor Strawberry Square			Harrisburg	PA	17120-0001
Office of The Attorney General	ATTN: Lisa Pinsonneault/CAFA Notice	150 S Main St			Providence	RI	02903-2907
Office of The Attorney General		PO Box 11549			Columbia	SC	29211-1549
Office of The Attorney General		1302 E Highway 14 Ste 1			Pierre	SD	57501-8501
Office of The Attorney General and Reporter		PO Box 20207			Nashville	TN	37202-4015
Office of The Attorney General		PO Box 12548	Capitol Station		Austin	TX	78711-2548
Office of The Attorney General		350 N State St Ste 230	Utah State Capitol Complex		Salt Lake City	UT	84114-0002
Office of The Attorney General		202 North 9th St			Richmond	VA	23219-3402
Office of The Attorney General		109 State St			Montpelier	VT	05609-0002
Office of The Attorney General		PO Box 40100	1125 Washington Street SE		Olympia	WA	98504-0100
Office of The Attorney General	Wisconsin Department of Justice	PO Box 7857			Madison	WI	53707-7857
Office of The Attorney General		State Capitol Building 1, Room E-26			Charleston	WV	25305
Office of The Attorney General		2320 Capitol Ave Bldg			Cheyenne	WY	82001-3644

Exhibit B: Postcard Notice

If You Worked at a Franchisee-Owned Papa John's Restaurant in Illinois at Any Time From December 3, 2015 to December 17, 2025 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. Papa John's International Inc., 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.PJBipalawsuit.com or call 833-554-2370.

Papa John's BIPA Settlement Administrator
P.O. Box 1428
Baton Rouge, LA 70821

ELECTRONIC SERVICE REQUESTED

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI



Postal Service: Do Not Mark or Cover Barcode

KW22

1-833-554-2370

www.PJBipalawsuit.com

For more information, visit www.PJBipalawsuit.com or call 833-554-2370.



When will the Court approve the settlement? The Court will hold a final approval hearing on May 26, 2026 at 11:00 AM CT before the Honorable John Robert Blakey, 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.

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.

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 Papa Johns BIPA Settlement Administrator, P.O. Box 1428, Baton Rouge, LA 70821, postmarked by April 17, 2026 saying you want to be excluded from *Kyles v. Papa John's International Inc., 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 later than April 17, 2026.

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 April 17, 2026. A link to the Claim Form is included in this Notice, or you can submit a Claim Form online at www.PJBipalawsuit.com.

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 December 17, 2025. 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.

¿Cuáles son mis derechos y opciones? Una vez la opción de permanecer en el Colectivo o no, usted hace un pago y debe permanecer en el Colectivo. Esto significa que estará legalmente obligado por todas las órdenes y sentencias del Tribunal y no podrá demandar o continuar demandando a Papa John's por los reclamos legales planteados en este caso en un juicio diferente. Si no desea permanecer en el Colectivo, debe presentar una solicitud de exclusión. Si se excluye, no podrá recibir dinero ni beneficios de esta demanda, pero conservará su derecho a demandar por separado a Papa John's por las cuestiones legales planteadas en este caso. Para solicitar su exclusión del Colectivo, envíe una carta al Administrador del Acuerdo de Papa John's relativo a la BIPA, PO Box 1428, Baton Rouge, LA 70821, con sello postal fechado a más tardar el **17 de abril de 2026**, indicando que desea ser excluido de *Kyles v. Papa John's International Inc., et al.*, Caso Nro. 1:20-cv-07146. Incluya su nombre, dirección y firma. Si no está conforme con algún aspecto del Acuerdo, las solicitudes de honorarios y gastos de abogados o la retribución por servicios, puede comunicárselo al Tribunal presentando una objeción. Para presentar una objeción, debe enviar una carta o un escrito al Tribunal manifestando que se opone al Acuerdo en *Kyles v. Papa John's International Inc., et al.*, Caso Nro. 1:20-cv-07146, a más tardar el **17 de abril de 2026**.

Si desea recibir un pago en virtud del Acuerdo, debe enviar un Formulario de Reclamo tal como se describe anteriormente.

¿Tengo un abogado? Sí. El Tribunal ha designado abogados de los estudios Nick Larry Law LLC y Loevy + Loevy. Lo representan a usted y a los demás Miembros del Colectivo, y se denominan "Abogados del Colectivo". Los abogados solicitarán que se les pague con cargo al importe total que Papa John's ha acordado pagar al Colectivo. Usted puede contratar a su propio abogado pero, si lo hace, tendrá que pagarle los honorarios legales. El Tribunal también ha designado a Preston Kyles, un miembro del colectivo como usted, para representar al Colectivo.

¿Cuándo el Tribunal aprobará el Acuerdo? El Tribunal celebrará una audiencia de aprobación definitiva el día 26 de mayo de 2026 a las 11:00 a. m., hora Central, ante el Honorable Juez John Robert Blakey, en la Sala 1203 del Tribunal Federal Everett McKinley Dirksen, situado en 219 South Dearborn Street, Chicago, IL 60604. El Tribunal escuchará las objeciones, decidirá si el acuerdo es justo y considerará la solicitud de los Abogados del Colectivo relativa a honorarios y gastos, que ascienden hasta a un tercio del Fondo Neto del Acuerdo, y al pago de un incentivo al Demandante Kyles por valor de \$10.000, cuya copia se publicará en el sitio web del acuerdo.



Para obtener más información, visite www.PJBipalawsuit.com o llame al 833-554-2370.

www.PJBipalawsuit.com

1-833-554-2370


Este es un aviso oficial del Tribunal. Esta no es una demanda en su contra. Este no es un anuncio de un abogado.
Si Usted Trabajó en un Restaurante Papa John's de Propiedad de un Franquiciado en Illinois en Cualquier Momento Entre el 3 de Diciembre de 2015 y el 17 de Diciembre de 2025 y Utilizó el Escáner Dactilar del Sistema FOCUS, Puede Tener Derecho a un Pago en Efectivo en Virtud de un Acuerdo de Demanda Colectiva.
Este es un aviso oficial del Tribunal. Esta no es una demanda en su contra. Este no es un anuncio de un abogado.
Se ha llegado a un acuerdo en una demanda colectiva entre Papa John's International, Inc. ("Papa John's") y los empleados de los restaurantes Papa John's de propiedad de franquiciados en Illinois. La demanda alega que Papa John's infringió una ley de Illinois denominada Ley de Privacidad de la Información Biométrica (Biometric Information Privacy Act, "BIPA") al capturar, copiar y poseer datos biométricos sin el debido aviso y consentimiento. Papa John's niega haber cometido ninguna irregularidad y afirma que no ha infringido ninguna ley. El Acuerdo no establece quién tiene razón y quién no, sino que es una solución de compromiso para poner fin al litigio y evitar las incertidumbres y los gastos que conlleva continuar con el proceso judicial. La demanda se denomina *Kyles v. Papa John's International Inc., et al.*, Caso Nro. 1:20-cv-07146, y se encuentra en trámite ante el Tribunal de Distrito de los Estados Unidos para el Distrito Norte de Illinois. La esta notificación de que usted haga o no haga nada al respecto.
Independientemente de que usted haga o no haga nada al respecto.
Favor obtener información completa, visite www.PJBipalawsuit.com o llame al 833-554-2370.
¿Estoy incluido? Si, nuestros registros indican que usted trabajó en un establecimiento Papa John's propiedad de un franquiciado en Illinois durante el período comprendido entre el 3 de diciembre de 2015 y el 17 de diciembre de 2025. Si utilizó el escáner dactilar del sistema de venta FOCUS en Illinois y no ha llegado previamente a un acuerdo de conciliación extrajudicial con Papa John's, entonces forma parte del Colectivo del Acuerdo.
¿Qué ofrece el Acuerdo? Papa John's ha acordado crear un fondo del acuerdo por valor de \$2.250.000. Si presenta un reclamo válido y el Tribunal aprueba el acuerdo, el monto que recibe en concepto de pago dependerá de cuántos otros Miembros del Colectivo presenten reclamos válidos. Esos importes de pago se calculan tras el pago de las costas, los gastos administrativos, los honorarios legales y cualquier retribución por servicios prestados con cargo al fondo del acuerdo.
¿Cómo obtengo mi pago? Para recibir un pago, debe completar y enviar un Formulario de Reclamo, a más tardar el 17 de abril de 2026. En esta Notificación se incluye un enlace al Formulario de Reclamo, o bien puede enviar un Formulario de Reclamo en línea en www.PJBipalawsuit.com.

Exhibit C: Digital Notice Examples

LOTTERY

Mega Millions Add Topic +

Mega Millions winning numbers for Jan. 6 drawing: \$180M jackpot

 **Fernando Cervantes Jr.**
USA TODAY

Jan. 6, 2026 | Updated Jan. 7, 2026, 6:06 a.m. ET



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Seven things more likely to happen than winning the Powerball or Mega Millions lottery

Odds of hitting the jackpot in Mega Millions or Powerball are around 1-in-292 million. Here are things that you're more likely to land than big bucks.

What You Need to Know

The Mega Millions jackpot rose to \$180 million for the Jan. 6, 2026 drawing, offering winners a lump-sum cash option of \$81.9 million or a growing annuity, and the article explains how the game works, recent prize history, and where tickets can [Read more](#)

- What payment options exist for the \$180M Mega Millions jackpot? →
- How many Mega Millions winners emerged in 2025? →
- What new item returns to Chick-fil-A's holiday menu? →

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NISSAN
THE NEW 2026 NISSAN MURANO

0.0% APR FOR UP TO **60 MONTHS**
FINANCING FOR WELL-QUALIFIED BUYERS WHO FINANCE WITH NMAC*

ESTIMATE YOUR PAYMENT
TEXT ME THIS OFFER
*MORE OFFER INFORMATION

TODAY'S WEATHER WED, JAN 7

Patchy fog will reduce visibility this morning; otherwise, partly to mostly sunny **Hi: 43°**

Tonight: Clear early, then increasing clouds **Lo: 39°**

CURRENT WEATHER 9:29 AM

36°
RealFeel™ 39°

Mostly cloudy
MORE DETAILS >

RealFeel Shade™	37°
Wind	WSW 3 mph
Wind Gusts	6 mph
Air Quality	Fair

LOOKING AHEAD

Very windy tomorrow night

ACCUWEATHER NOW

If You Used a WorkEasy, EasyClocking, EasyWorkforce, or TimeLogix Fingerprint Timeclock in Illinois Between June 24, 2016 and August 15, 2023, You May Be Entitled to a Cash Payment From a Class Action Settlement.

LEARN MORE

Top Stories

US seizes 2 sanctioned oil tankers linked to Venezuela

The U.S. has seized two sanctioned oil tankers linked to Venezuela in back-to-back actions in the North Atlantic and the Caribbean, officials said Wednesday.

23 minutes ago



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Woman seeks to overturn conviction for having teen murder her husband

2 hours ago



Man, 78, fatally shot inside SW Side home: CPD

2 hours ago



Construction for new Costco could begin by end of year in north suburb

7 minutes ago



Judge cancels Wednesday testimony in Uvalde cop trial

1 hour ago

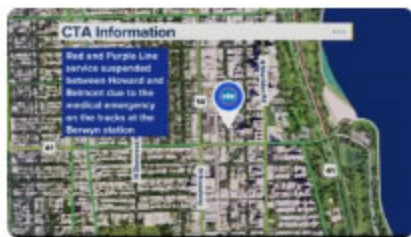
Spotlight Stories

- 2026 Great Chicago Blood Drive kicks off in January
- Chicago weather: AM clouds, PM sun Wednesday
- ABC7 presents 'The Dance' starring Cheryl Scott, Terrell Brown
- Submit photos, videos of your wellness journey in 2026 to ABC7
- How to make ABC7 Chicago a 'preferred source' on Google
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Man sentenced to nearly a century in shooting of 2 CPD officers: docs

1 hour ago



Medical emergency disrupts CTA Red Line service on North Side

1 minute ago



Denmark, Greenland seek talks with Rubio

3 hours ago



Mickey Rourke says GoFundMe set up to help him pay rent is not him

Live Channels

ABC7 Chicago 24/7 Stream
 Live streaming newscasts, breaking news, weather & original, local programming.

ABC News Live
 Watch ABC News live news stream and get 24/7 latest, breaking news coverage, and live video.

True Crime Channel
 Uncover gripping real-life mysteries, shocking criminal cases, and the most riveting crime stories - 24/7. True crime, true consequences.



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If You Used a WorkEasy, EasyClocking, EasyWorkforce, or TimeLogix Fingerprint Timeclock in Illinois Between June 24, 2016 and August 15, 2023, You May Be Entitled to a Cash Payment From a Class Action Settlement.

[LEARN MORE](#)

Springfield, Illinois Weather

35°
Partly Cloudy
Feels Like 35° · Day 57° · Night 27°

Dense Fog Advisory
UNTIL WED 11:00 AM CST

Wind	↑ 2 mph S	Humidity	100%
Air Quality	61 - Moderate	Dew Point	35°
Pressure	↑ 30.00 in	UV Index	1 of 11
Visibility	3 mi	Moon Phase	Waning Gibbous
Sunrise	7:20 am	Sunset	4:50 pm

Hourly Weather

Some clouds this morning will give way to generally sunny skies for the afternoon

10 am 39° Partly Cloudy 4% Humidity 90% Wind ↑ 4 mph Precipitation 0 in

Feels Like 36° Precip Amount 0 in Wind ↑ 4 mph S Pressure 30.0

Advertisement

LIFE PROTECTION CHECK
FOR SENIOR DOGS

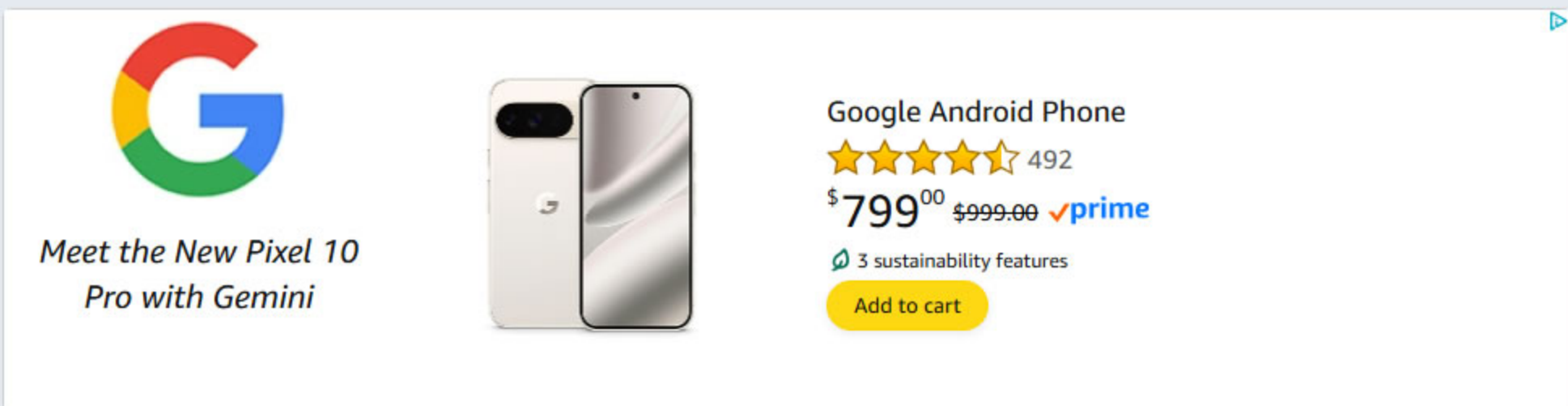
Senior dog? See how the ingredients in BLUE make a difference.

[Check Your Food](#)

BLUE BUFFALO
Life Protection Formula
with L. Acidus
SENIOR Chicken and Brown Rice Recipe

Editor's Pick





Meet the New Pixel 10 Pro with Gemini

Google Android Phone

★★★★★ 492

\$799⁰⁰ ~~\$999.00~~ ✓prime

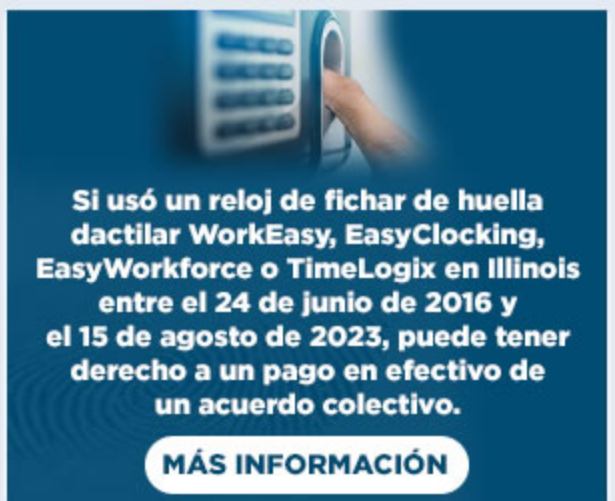
3 sustainability features

Add to cart

EL TIEMPO DE HOY MIÉRCOLES, 7 DE ENERO

☁️ La niebla dispersa reducirá la visibilidad esta mañana; por lo demás, estará parcialmente o mayormente soleado. **Máx.: 43°**

🌙 Esta noche: Despejado temprano, luego aumento de nubes. **Mínima: 39°**



Si usó un reloj de fichar de huella dactilar WorkEasy, EasyClocking, EasyWorkforce o TimeLogix en Illinois entre el 24 de junio de 2016 y el 15 de agosto de 2023, puede tener derecho a un pago en efectivo de un acuerdo colectivo.

MÁS INFORMACIÓN

CLIMA ACTUAL 9:33 A. M.

 **36°**

F
RealFeel® 39°

RealFeel Shade™	37°
Viento	OSO 3 mph
Ráfagas de viento	6 mph
Calidad del aire	Regular

Mayormente nublado
MÁS DETALLES >

Noticias principales

NOTICIAS DEL TIEMPO 
Incendios forestales de Los Ángeles un año después: reconstrucción tras pérdidas de 275 mil millones de dólares
Hace 2 horas

CLIMA INVERNAL 
Nieve y hielo precederán a una tormenta más grande a finales de semana en el centro y este de EE. UU
Hace 3 horas

NOTICIAS DEL TIEMPO 
Retiran un BMW robado convertido en escultura de hielo junto al lago Erie
Hace 21 horas

MIRANDO HACIA EL FUTURO

Mucho viento mañana por la noche

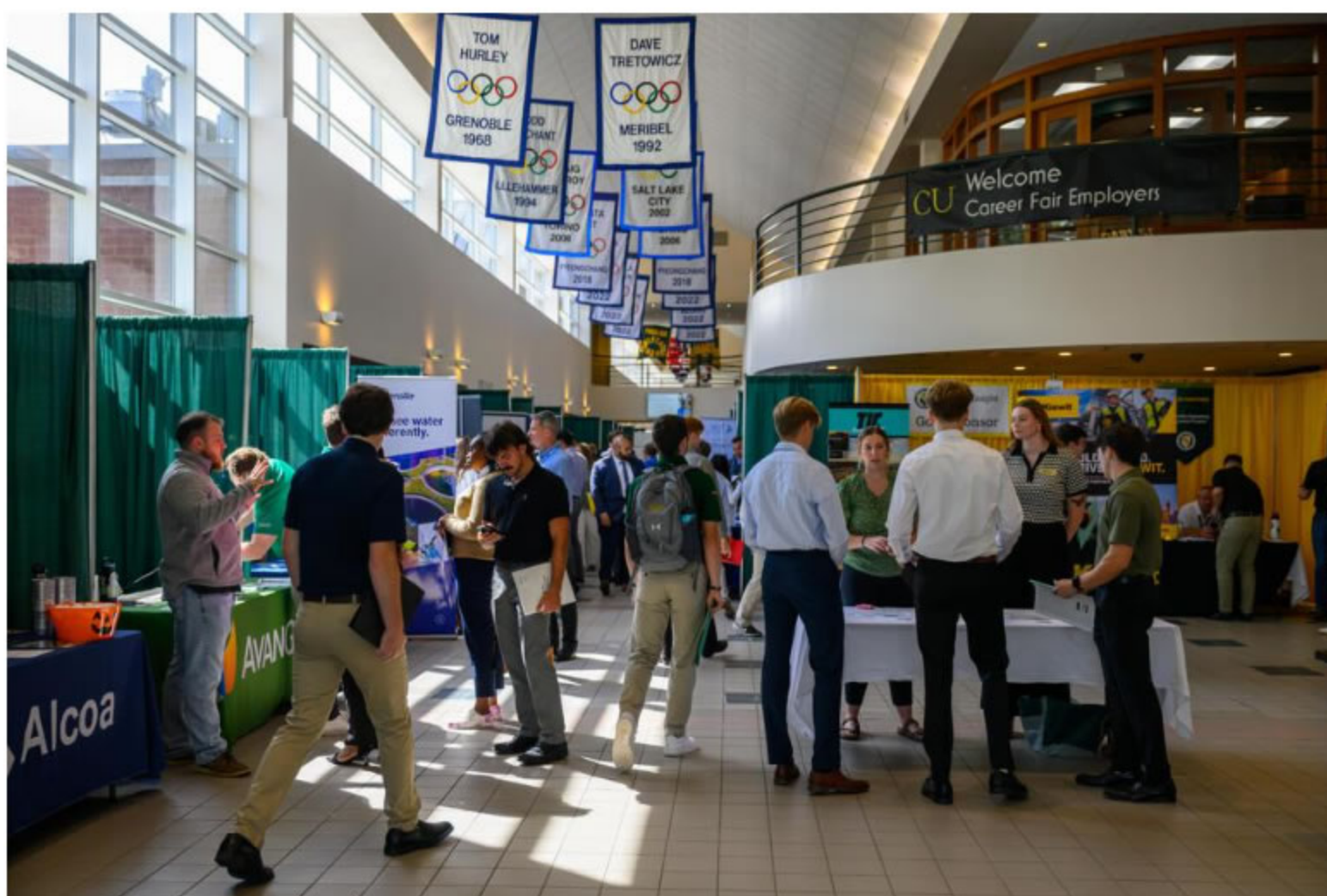
Inicio / Dinero / Finanzas personales / Los empleadores añaden 41 mil empleos en diciembre a medida que el mercado laboral se recupera

Los empleadores añaden 41 mil empleos en diciembre a medida que el mercado laboral se recupera

Las ganancias de diciembre, junto con una revisión de noviembre, podrían significar que el mercado laboral se ha estabilizado

Por [Tim Smart](#) | 7 de enero de 2026, 9:23 a. m.

Guardar Agréganos en



Estudiantes de la Universidad de Clarkson asisten a la Feria de Empleo de Otoño en el campus con más de 200 empleadores

Audio Coming Soon

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E*TRADE
from Morgan Stanley



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MÁS INFORMACIÓN

Los empleadores agregaron 41.000 puestos de trabajo en diciembre, según una encuesta mensual sobre contratación empresarial realizada por el procesador de nóminas privado ADP publicada el miércoles.

Los economistas esperaban una ganancia de 45.000 puestos de trabajo después de la pérdida revisada al alza de 29.000 de noviembre.

Todas las ganancias se registraron en el sector servicios: la educación y la sanidad sumaron

LAS MEJORES HERRAMIENTAS FINANCIERAS PARA TI

TARJETAS DE CRÉDITO
Las mejores tarjetas de crédito



ENCUENTRA EL MEJOR PRÉSTAMO





LIVEBLOG

Venezuela | Últimas noticias: en vivo | Trump dice que Venezuela le entregará a EEUU hasta 50...

- Orden de emergencia del gobierno venezolano decreta la...
- Tras respaldar a Trump en Venezuela, el republicano Mike...

Política 35 Historias

Aumentan los casos de influenza en Illinois y confirman la primera muerte infantil de la temporada

Un repunte invernal de influenza y otras enfermedades respiratorias está afectando...

Univision Chicago 3 min

Lotería de Illinois anuncia el primer ganador de este 2026: \$1 millón en Lucky Day Lotto

Un nuevo año y un nuevo millonario. La Lotería de Illinois anunció que un jugador acertó todo...

Univision Chicago 2 min

Explora Chicago gratis: museos y experiencias culturales este 2026

Un nuevo año es el momento perfecto para descubrir o redescubrir la ciudad. Para este...

Localísimo Chicago 3 min

Estas son las rutas alternas que podrán usar los pasajeros tras el cierre de State/Lake

El transporte en el Loop de Chicago entrará en una nueva etapa de transformación. El cierre...

Univision Chicago 2 min

EL TIEMPO

Chicago Miércoles 7 Ene, 9:34 AM

C° F°

12 ALERTAS DEL TIEMPO

32°F ↑ 43° ↓ 38°

Neblina

Lluvia 30% Humedad 96% Viento 8 mph

Video



Ver pronóstico completo

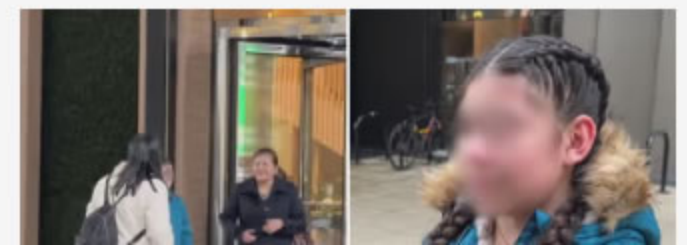
PUBLICIDAD



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MÁS INFORMACIÓN

MIGRACIÓN CHICAGO



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MÁS INFORMACIÓN

AMAZON

Millones de miembros de Amazon Prime recibirán un reembolso como parte de una demanda de 2500 millones de dólares. ¿Cumples los requisitos?

Si recibirás o no dinero dependerá de cómo te hayas suscrito a este servicio de suscripción ampliamente utilizado.

Por el personal de NBC Chicago y The Associated Press • Publicado hace 2 horas • Actualizado hace 1 hora

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5 CHICAGO NEWS

AHORA MISMO
8 a. m.: Noticias de NBC 5 hoy

Historias de tendencia

NOROESTE DE INDIANA
Peatón atropellado y muerto en una concurrida intersección del noroeste de Indiana

SALUD Y BIENESTAR
Algunos síntomas de la gripe están cambiando a medida que una nueva variante se propaga rápidamente. Qué esperar

ILLINOIS
Cientos de trabajadores en Chicago y los suburbios serán despedidos al comenzar 2026, según la Ley WARN

SIÓN
Mujer da a luz en Navidad sin siquiera saber que estaba

AUTODESK
Make Anything

autodesk.com

Anuncio: 0:08

Millones de clientes de Amazon podrían ser elegibles para un reembolso después de que la compañía aceptara un acuerdo sorpresa de \$2.5 mil millones.



- Meta AI
- Friends
- Saved
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EasyWorkforce Class Action Sponsored ... X

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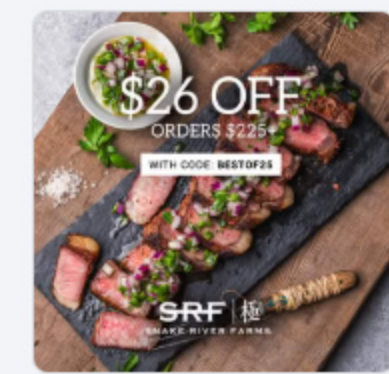
EASYWORKFORCEBIPALAWSUIT.COM Learn more

Demanda Colectiva

26

Like
 Comment
 Share

Sponsored



\$26 Off Orders \$225+
snakeriverfarms.com



- Meta AI
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EasyWorkforce Class Action
Sponsored

If You Used a WorkEasy, EasyClocking, EasyWorkforce, or TimeLogix Fingerprint Timeclock in Illinois Between June 24, 2016 and August 15, 2023, You May Be Entitled to a Cash Payment From a Class Action Settlement.

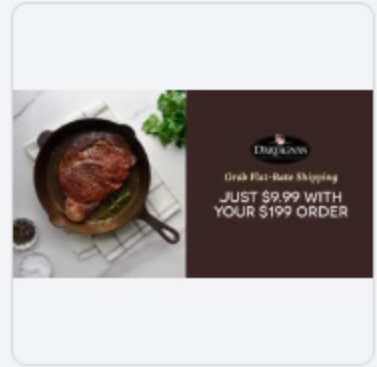


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Class Action Settlement

1 Like Comment Share

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Ship Flat-Rate & Stock the Fridge
dartagnan.com

EasyWorkforce Class Actio

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ON TIME

LATE



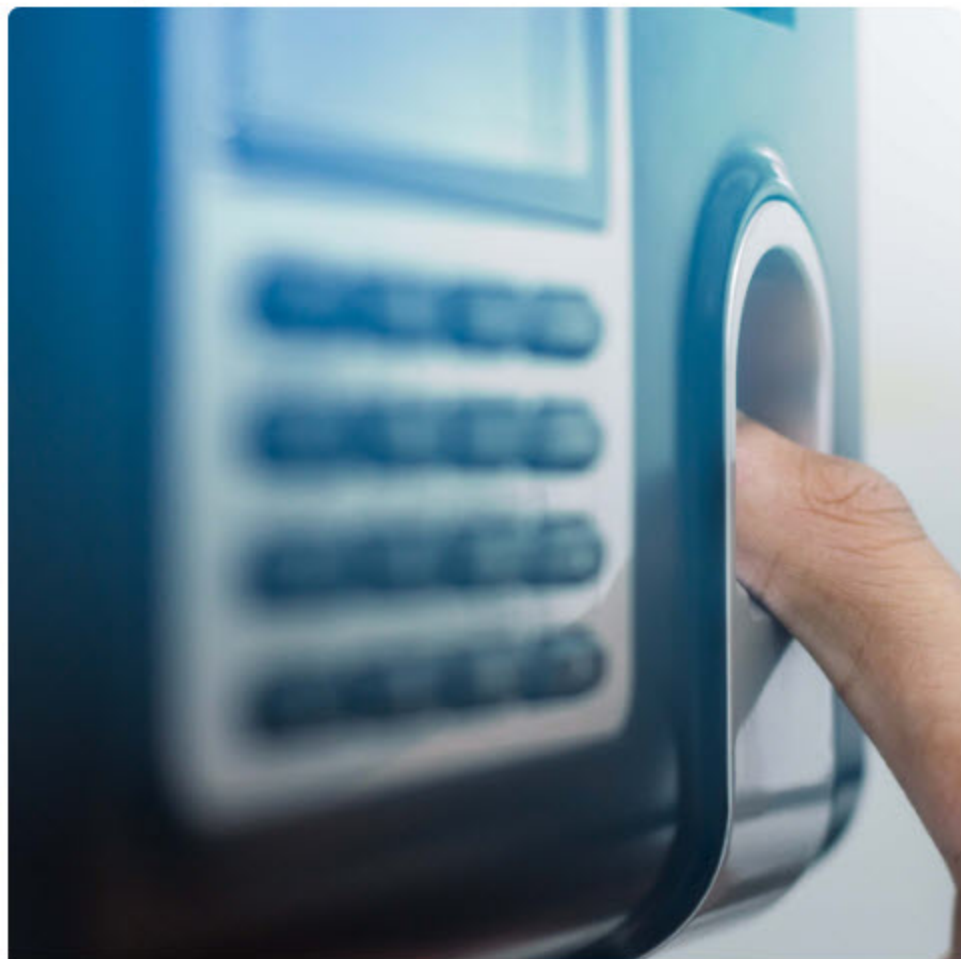
Learn more



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EasyWorkforce Class Actio

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Si usó un reloj de fichar de huella dactilar WorkEasy, EasyClocking, EasyWorkforce o TimeLogix en Illinois entre el 24 de junio de 2016 y el 15 de agosto de 2023, puede tener derecho a un pago en efectivo de un acuerdo colectivo.

Exhibit D: Long Form Notice

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

Kyles v. Papa John's International Inc., 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 DECEMBER 17, 2025 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 December 17, 2025, 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM BY APRIL 17, 2026	<p>This is the only way to receive payment. Claim Forms can be found and submitted at the Settlement Website www.PJBipaLawsuit.com.</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>
EXCLUDE YOURSELF BY APRIL 17, 2026	<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>
OBJECT TO THE SETTLEMENT BY APRIL 17, 2026	<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>
GO TO THE HEARING ON MAY 26, 2026	<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>
DO NOTHING	<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.

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. Papa John's International Inc., 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 fingerprinting 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.PJBipaLawsuit.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 December 17, 2025, 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 December 17, 2025, 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 April 17, 2026. Claim Forms may be submitted online at www.PJBipaLawsuit.com or by U.S. mail to the following address: Kyles v Papa John's International Settlement Administrator, PO Box 1428, Baton Rouge, LA 70821. 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 May 26, 2026 at 11:00 AM. 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 the Settlement Administrator at 833-554-2370.

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 approve 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 April 3, 2026, 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. Papa John's International Inc. 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 April 17, 2026. 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. Papa John's International Inc.*" You must mail your exclusion request no later than April 17, 2026 to: *Kyles v. Papa John's International Settlement Administrator, PO Box 1428, Baton Rouge, LA 70821*. 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. Papa John's International Inc., et al.*, Case No. 20-cv-7146, no later than April 17, 2026. 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 11:00 AM CT on May 26, 2026 before the Honorable John Robert Blakey, 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.PJBipaLawsuit.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.PJBipaLawsuit.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 *Kyles v. Papa John's International Settlement Administrator*, PO Box 1428, Baton Rouge, LA 70821. You can call the Administrator at 833-554-2370 or Class Counsel at (773) 694-4669.

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
Page 8 of 8

QUESTIONS? VISIT www.PJBipaLawsuit.com OR CALL TOLL FREE 833-554-2370

Exhibit E: Long Form Notice - Spanish

**TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS
PARA EL DISTRITO NORTE DE ILLINOIS**

Kyles v. Papa John's International Inc., et al., Caso Nro. 1:20-cv-07146

SI USTED TRABAJÓ EN UN RESTAURANTE PAPA JOHN'S DE PROPIEDAD DE UN FRANQUICIADO EN ILLINOIS EN CUALQUIER MOMENTO ENTRE EL 3 DE DICIEMBRE DE 2015 Y EL 17 DE DICIEMBRE DE 2025 Y UTILIZÓ EL ESCÁNER DE HUELLAS DACTILARES DEL SISTEMA FOCUS, PUEDE TENER DERECHO A UN PAGO EN EFECTIVO EN VIRTUD DE UN ACUERDO DE DEMANDA COLECTIVA.

Esta es una notificación oficial del Tribunal. Esta no es una demanda en su contra. Esto no es un anuncio de un abogado.

- Se ha llegado a un acuerdo en una demanda colectiva entablada contra Papa John's International, Inc. ("Papa John's"). La demanda alega que Papa John's infringió una ley de Illinois denominada Ley de Privacidad de la Información Biométrica (Biometric Information Privacy Act, "BIPA") al capturar, recopilar y poseer datos biométricos sin el debido aviso y consentimiento. Papa John's niega haber cometido ninguna irregularidad y afirma que no ha infringido ninguna ley. El Acuerdo no establece quién tiene razón y quién no, sino que es una solución de compromiso para poner fin al litigio y evitar las incertidumbres y los gastos que conlleva continuar con el proceso judicial.
- Usted puede estar incluido en esta demanda colectiva si, entre el 3 de diciembre de 2015 y el 17 de diciembre de 2025, trabajó en un local de Papa John's de propiedad de un franquiciado y utilizó el escáner de huellas dactilares del sistema de puntos de venta FOCUS. Existen algunas excepciones a la participación. Por ejemplo, las personas que llegaron a acuerdos de conciliación por separado con Papa John's no están incluidas.
- Si presenta un reclamo válido y el Tribunal aprueba el acuerdo, el monto que reciba en concepto de pago dependerá de cuántos otros Miembros del Colectivo presenten reclamos válidos. Todas las costas procesales, los gastos del acuerdo y los honorarios legales se pagarán por separado con cargo al fondo del acuerdo.
- Lea esta notificación detenidamente. Sus derechos legales pueden verse afectados independientemente de que usted haga o no haga nada al respecto.

SUS DERECHOS Y OPCIONES LEGALES EN ESTA DEMANDA	
PRESENTAR UN FORMULARIO DE RECLAMO 17 DE ABRIL DE 2026	<p>Esta es la única forma de recibir un pago. Los Formularios de Reclamo están disponibles y pueden presentarse en el Sitio Web del Acuerdo www.PJBipalawsuit.com.</p> <p>Como miembro del Colectivo, renunciará a su derecho a demandar a Papa John's en el futuro en relación con los reclamos planteados en este caso.</p>
EXCLUIRSE A MÁS TARDAR EL 17 DE ABRIL DE 2026	<p>Esta es la única opción que le permite demandar, continuar con una demanda o ser parte de otra demanda contra Papa John's por los reclamos incluidos en este Acuerdo.</p> <p>Si se excluye, renunciará al derecho a recibir cualquier beneficio de este Acuerdo.</p>
OPONERSE AL ACUERDO A MÁS TARDAR EL 17 DE ABRIL DE 2026	<p>Usted puede oponerse al Acuerdo y a los honorarios y gastos de abogados solicitados escribiendo al Tribunal e informándole por qué considera que no deben aprobarse el Acuerdo ni los honorarios y gastos de abogados solicitados.</p> <p>Si se opone, también puede presentar un Formulario de Reclamo para recibir un pago, pero renunciará al derecho a demandar a Papa John's en una demanda por separado por los reclamos legales que resuelve este Acuerdo.</p>
ASISTIR A LA AUDIENCIA DEL 26 DE MAYO DE 2026	<p>Puede asistir a la Audiencia de Aprobación Definitiva en la que el Tribunal podrá oír los argumentos relativos a la aprobación del Acuerdo. Si desea hacer uso de la palabra en la Audiencia de Aprobación Definitiva, debe solicitarlo en su objeción por escrito. <u>No</u> tiene la obligación de asistir a la Audiencia de Aprobación Definitiva.</p>
NO HACER NADA	<p>Si no hace nada, no recibirá ningún pago del Acuerdo y renunciará a sus derechos a demandar a Papa John's en relación con los reclamos planteados en este caso.</p>

- En esta notificación se explican esos derechos y opciones, así como los plazos para ejercerlos.
- El Tribunal a cargo de este caso aún debe decidir si aprobará el Acuerdo y los honorarios y gastos de abogados solicitados. No se proporcionarán pagos en virtud del Acuerdo a menos que el Tribunal apruebe el Acuerdo y este adquiriera carácter definitivo.

INFORMACIÓN BÁSICA

1. ¿Qué es esta notificación y por qué debo leerla?

Un Tribunal autorizó esta notificación para informarle sobre una propuesta de acuerdo con Papa John's. Usted tiene derechos y opciones legales que puede ejercer antes de que el Tribunal decida si aprueba el Acuerdo propuesto. Es posible que tenga derecho a recibir un pago en efectivo como parte del Acuerdo. Esta notificación explica la demanda, el Acuerdo y sus derechos legales.

El juez John Robert Blakey, del Tribunal de Distrito de los Estados Unidos para el Distrito Norte de Illinois, está supervisando esta demanda colectiva. El caso se denomina *Kyles v. Papa John's International Inc., et al.*, Caso Nro. 1:20-cv-07146. La persona que entabló esta demanda, Preston Kyles, es el Demandante. Una de las empresas a las que demandó, Papa John's, es una de las Demandadas.

2. ¿Qué es una demanda colectiva?

Una demanda colectiva es una demanda en la que uno o más demandantes, en este caso, Preston Kyles, entablan una demanda en nombre de un grupo de personas que tienen reclamos similares. En forma conjunta, este grupo se denomina "Colectivo" y está conformado por los "Miembros del Colectivo". En una demanda colectiva, un tribunal resuelve las controversias de todos los miembros del colectivo, excepto las de aquellos que se excluyen del colectivo. En este caso, el Tribunal certificó un colectivo a los efectos de la conciliación.

LOS RECLAMOS PLANTEADOS EN LA DEMANDA Y EL ACUERDO

3. ¿De qué se trata esta demanda?

En esta demanda se alega que Papa John's infringió una ley denominada Ley de Privacidad de la Información Biométrica ("BIPA") al recopilar datos dactilares a través de la función de escaneo de huellas dactilares del sistema de puntos de venta FOCUS. Esa ley prohíbe a las empresas poseer, recopilar, almacenar o compartir datos biométricos, como el escaneo del rostro, las manos o las huellas dactilares, sin previo aviso y sin obtener el consentimiento.

Papa John's rechaza todos los reclamos planteados en la demanda. Papa John's afirma que el tipo de información que recopiló no está cubierto por la BIPA y que proporcionó el aviso y obtuvo el consentimiento exigido por la BIPA. El Tribunal no ha decidido qué parte tiene razón.

El Acuerdo no constituye una admisión de conducta indebida por parte de Papa John's. Para obtener más información sobre la demanda y la postura de Papa John's, consulte la sección "Court Documents" (Documentos judiciales) del sitio web del acuerdo en www.PJBipaLawsuit.com.

QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO

4. ¿Quiénes están incluidos en el Colectivo?

El Acuerdo incluye a cualquier persona que haya trabajado en un local de Papa John's de propiedad de un franquiciado en Illinois y haya utilizado el escáner de huellas dactilares del sistema de puntos de venta FOCUS en cualquier momento entre el 3 de diciembre de 2015 y el 17 de diciembre de 2025, excepto las personas expresamente excluidas del acuerdo (ver la pregunta frecuente nro. 5, más adelante).

El Colectivo incluye aproximadamente a 10.975 personas.

5. ¿Quiénes no están incluidos en el Colectivo?

Algunos usuarios del escáner dactilar del sistema FOCUS en Illinois están excluidos del Colectivo, entre ellos las personas que solo trabajaron en locales de Papa John's de propiedad de la empresa, las personas que ya han resuelto sus reclamos basados en la BIPA con Papa John's y las personas que trabajaron para los jueces o abogados intervinientes en el caso. Dentro del Acuerdo de Conciliación hay una lista de las categorías de personas que están excluidas.

6. ¿Cómo puedo saber si estoy dentro del Colectivo?

Si trabajó en un local de Papa John's de propiedad de un franquiciado en Illinois y utilizó el escáner de huellas dactilares del sistema FOCUS en cualquier momento entre el 3 de diciembre de 2015 y el 17 de diciembre de 2025, y no está sujeto a ninguna de las exclusiones anteriores, entonces es miembro del Colectivo y tiene derecho a un pago en efectivo.

LOS BENEFICIOS DEL ACUERDO

7. ¿Qué ofrece el Acuerdo?

Si el Tribunal aprueba el acuerdo, Papa John's pagará \$2.250.000 para crear un “Fondo del Acuerdo”. Los costos de administración del acuerdo, los honorarios y costas de los abogados del Colectivo y un pago de incentivo para el Representante del Colectivo se abonarán, si lo aprueba el Tribunal, con cargo al Fondo del Acuerdo. El importe restante se utilizará para pagar a los Miembros del Colectivo.

Si algún cheque del acuerdo no se cobra, el dinero restante se redistribuirá entre los Miembros del Colectivo que cobraron sus cheques a tiempo. Esa redistribución continuará hasta que ya no quede suficiente dinero en el Fondo del Acuerdo para cubrir el costo de realizar más pagos, momento en el cual se distribuirá a la División de Bienes No Reclamados de la Oficina del Tesorero de Illinois.

CÓMO OBTENER LOS BENEFICIOS

8. ¿Cómo obtengo un pago?

Para recibir un pago, debe presentar un Formulario de Reclamo, disponible en el Sitio Web del Acuerdo, con sello postal fechado o enviado electrónicamente a más tardar el 17 de abril de 2026. Los Formularios de Reclamo pueden enviarse en línea en www.PJBipaLawsuit.com o por correo de los EE. UU. a la siguiente dirección: Kyles v Papa John's International Settlement Administrator, PO Box 1428, Baton Rouge, LA 70821. Puede elegir recibir su pago mediante cheque o electrónicamente a través de ACH, Zelle, Venmo, Paypal o Mastercard digital en el Sitio Web del Acuerdo.

Los importes de los pagos se determinarán en función de la parte proporcional del Fondo del Acuerdo que corresponda a cada Miembro del Colectivo que presente un reclamo, tras deducir los honorarios y gastos de los abogados aprobados por el Tribunal, la retribución por servicios a favor del Representante del Colectivo y los costos de notificación y administración del acuerdo.

9. ¿Cuándo recibiré mi pago?

El Tribunal celebrará una audiencia para considerar la equidad del Acuerdo el 26 de mayo de 2026 a las 11:00 a. m. Si el Tribunal aprueba el Acuerdo, el Administrador del Acuerdo distribuirá la primera ronda de Pagos del Acuerdo aproximadamente 54 días después de que el Tribunal apruebe el acuerdo con carácter definitivo o de que concluya cualquier proceso de apelación.

10. Aún no estoy seguro de estar incluido.

Si aún no está seguro de estar incluido en el Colectivo, llame al Administrador del Acuerdo al 833-554-2370.

LOS ABOGADOS QUE LO REPRESENTAN

11. ¿Tengo un abogado en el caso?

El Tribunal ha designado a Thomas R. Kayes de Loevy + Loevy y a J. Dominick Larry de Nick Larry Law LLC como abogados para representar al Colectivo. Juntos, se denominan los "Abogados del Colectivo". Además, el Tribunal nombró al Demandante Preston Kyles como Representante del Colectivo. Es un miembro del Colectivo al igual que usted.

12. ¿Debo conseguir mi propio abogado?

No es necesario que contrate a su propio abogado porque los Abogados del Colectivo lo representan. Puede contratar a su propio abogado, pero tendrá que pagarle.

13. ¿Cómo se les pagará a los abogados?

Los Abogados del Colectivo solicitarán al Tribunal que apruebe honorarios de abogados equivalentes a un tercio del fondo neto del acuerdo (es decir, el importe del fondo restante una vez abonados los gastos de notificación y administración) y el reembolso de \$13.890,42 en concepto de gastos de bolsillo incurridos. Los Abogados del Colectivo también solicitarán el pago de un incentivo de \$10.000 a favor del Representante del Colectivo.

Los Abogados del Colectivo presentarán un escrito peticionando la aprobación de los honorarios de abogados, los gastos y el pago de incentivo solicitados a más tardar el 3 de abril de 2026, y ese escrito estará disponible para su consulta en el Sitio Web del Acuerdo. El Tribunal determinará el monto adecuado de los honorarios y gastos de los Abogados del Colectivo, así como el monto adecuado de cualquier pago de incentivo a favor del Representante del Colectivo. El Tribunal podrá conceder importes inferiores a los solicitados.

SUS DERECHOS Y OPCIONES

14. ¿Qué sucede si no hago nada?

Si usted no hace nada, será un Miembro del Colectivo, y si el Tribunal aprueba el Acuerdo, también quedará sujeto a todas las resoluciones y sentencias del Tribunal, pero no recibirá un pago. A menos que se excluya, no podrá entablar una demanda ni ser parte de ninguna otra demanda contra Papa John's por los reclamos o cuestiones legales que se resuelven mediante este Acuerdo.

15. ¿Qué pasa si solicito mi exclusión?

Si se excluye del Acuerdo, no recibirá el pago conforme a dicho Acuerdo y dejará de ser Miembro del Colectivo. Usted conservará su derecho a iniciar su propia demanda contra Papa John's por los mismos reclamos legales que se plantean en esta demanda. No estará legalmente obligado por las sentencias del Tribunal relacionadas con el Colectivo y Papa John's dictadas en esta demanda colectiva.

16. ¿Cómo solicito mi exclusión?

Puede enviar una carta por correo postal manifestando que desea quedar excluido del Acuerdo. Su carta debe: (1) redactarse por escrito, (2) identificar la carátula (denominación) del caso, "*Kyles v. Papa John's International Inc. et al.*, Case No. 20-cv-07146," (3) indicar su nombre completo y dirección actual, (4) estar firmada físicamente por usted o su representante, y (5) tener el sello postal de envío por correo al Administrador del Acuerdo fechado a más tardar el 17 de abril de 2026. Su solicitud de exclusión también debe incluir una declaración en la que se indique lo siguiente: "Por la presente solicito mi exclusión del Colectivo propuesto en *Kyles v. Papa John's International Inc.*". Debe enviar su solicitud de exclusión por correo a más tardar el 17 de abril de 2026 a: *Kyles v. Papa John's International Settlement Administrator, PO Box 1428, Baton Rouge, LA 70821*. No puede excluirse por teléfono.

17. Si no me excluyo, ¿puedo demandar a Papa John's por los mismos hechos más adelante?

No. A menos que se excluya, renuncia a todo derecho de demandar a Papa John's y a cualquier otra parte exonerada por los reclamos que se resuelven mediante este Acuerdo.

18. Si me excluyo, ¿puedo obtener algo de este Acuerdo?

No. Si se excluye, no recibirá ningún pago.

19. ¿Cómo puedo oponerme al Acuerdo?

Si no se excluye del Colectivo, puede oponerse al Acuerdo si no está conforme con alguna de sus cláusulas. Puede exponer las razones por las que considera que el Tribunal debería denegar la aprobación presentando una objeción. Para presentar una objeción, debe enviar una carta o un escrito al Tribunal manifestando que se opone al Acuerdo en *Kyles v. Papa John's International Inc., et al.*, Caso Nro. 20-cv-7146, a más tardar el 17 de abril de 2026. Su objeción debe enviarse por vía electrónica o presentarse al Tribunal en la siguiente dirección:

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

La Objeción se debe redactar por escrito, debe estar firmada y debe incluir la siguiente información: (1) su nombre completo y dirección actual; (2) un informe en donde exprese que usted cree ser miembro del Colectivo; (3) los motivos específicos de su objeción; (4) todos los documentos o escritos que desee que el Tribunal considere; (5) el nombre y la información de contacto de todos y cada uno de los abogados que lo representen, asesoren o le presten asistencia de cualquier modo en relación con la preparación o presentación de su objeción, o que puedan beneficiarse de la tramitación de su objeción, y (6) una declaración en la que se indique si usted (o su abogado) tiene intención de comparecer en la Audiencia de Aprobación Definitiva. Si está representado por un abogado, dicho abogado debe presentar una comparecencia o solicitar una admisión *pro hac vice* para ejercer ante el Tribunal, y presentar la objeción de forma electrónica.

20. ¿Cuál es la diferencia entre oponer objeciones o solicitar que me excluyan del Acuerdo?

Oponer objeciones es simplemente informarle al Tribunal que usted no está conforme con algún aspecto del Acuerdo. Solo podrá oponer objeciones si permanece en el Colectivo como Miembro del Colectivo. Excluirse del Colectivo es informarle al Tribunal que no desea ser Miembro del Colectivo. Si usted se excluye, no tendrá fundamento para oponerse porque el caso ya no lo afecta.

AUDIENCIA DE APROBACIÓN DEFINITIVA

21. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?

El Tribunal celebrará la Audiencia de Aprobación Definitiva el día 26 de mayo de 2026 a las 11:00 a. m. , hora Central, ante el Honorable Juez John Robert Blakey, en la Sala 1203 del Tribunal Federal Everett McKinley Dirksen, situado en 219 South Dearborn Street, Chicago, IL 60604. El propósito de la audiencia es que el Tribunal determine si el Acuerdo es justo, razonable, adecuado y si beneficia a los intereses del Colectivo. En la audiencia, el Tribunal oirá todas las objeciones y argumentos relativos a la equidad del Acuerdo propuesto, incluidos los relacionados con la suma solicitada por los Abogados del Colectivo en concepto de honorarios y gastos de abogados y el pago del incentivo a favor del Representante del Colectivo.

Nota: La fecha, la hora y el lugar de la Audiencia de Aprobación Definitiva están sujetos a cambios por orden judicial. Cualquier modificación se publicará en el sitio web del acuerdo, www.PJBipalawsuit.com.

22. ¿Tengo que asistir a la audiencia?

No. Los Abogados del Colectivo responderán cualquier pregunta que tenga el Tribunal. Usted puede asistir a la audiencia por su cuenta. Si presenta una objeción, no necesita comparecer ante el Tribunal para hablar al respecto. El Tribunal considerará su objeción por escrito siempre y cuando haya sido presentada o enviada a tiempo por correo postal y cumpla con los demás criterios que se describen en el Acuerdo. También puede pagarle a un abogado para que asista, pero no tiene la obligación de hacerlo.

23. ¿Puedo hacer uso de la palabra en la audiencia?

Sí. Si no se excluye del Colectivo, puede pedirle permiso al Tribunal para hacer uso de la palabra en la audiencia sobre cualquier aspecto del Acuerdo propuesto. Si presentó una objeción, (ver la pregunta 19 más arriba) y tiene la intención de comparecer en la audiencia, debe manifestarlo en su objeción.

CÓMO OBTENER MÁS INFORMACIÓN

24. ¿Cómo puedo obtener más información?

El sitio web, www.PJBipalawsuit.com, contiene varios documentos del Tribunal que proporcionan información adicional sobre el caso. Se actualizará con la información más reciente sobre la demanda a medida que esté disponible. También puede dirigir sus consultas por escrito a: *Kyles v. Papa John's International Settlement Administrator, PO Box 1428, Baton Rouge, LA 70821*. Puede llamar al Administrador al 833-554-2370 o a los Abogados del Colectivo al (773) 694-4669.

POR FAVOR, NO SE PONGA EN CONTACTO CON EL TRIBUNAL, EL JUEZ, LA DEMANDADA NI LOS ABOGADOS DE LA DEMANDADA SI TIENE PREGUNTAS SOBRE EL ACUERDO O LA DISTRIBUCIÓN DE LOS PAGOS.

Exhibit F: Short Form Notice

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

Kyles v. Papa John's International Inc., 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 DECEMBER 17, 2025 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. Papa John's International Inc., 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.PJBipaLawsuit.com or call 833-554-2370.

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 December 17, 2025. 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 April 17, 2026. A link to the Claim Form is included in this Notice, or you can submit a Claim Form online at www.PJBipaLawsuit.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 Papa Johns BIPA Settlement Administrator, PO Box 1428, Baton Rouge, LA 70821, postmarked by April 17, 2026 saying you want to be excluded from ***Kyles v. Papa John's International Inc., 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. Papa John's International Inc., et al., Case No. 1:20-cv-07146***, no later than April 17, 2026.

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 May 26, 2026 at 11:00 AM CT before the Honorable John Robert Blakey, 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.PJBipaLawsuit.com or call 833-554-2370.

Exhibit G: Short Form Notice - Spanish

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS PARA EL DISTRITO NORTE DE ILLINOIS

Kyles v. Papa John's International Inc., et al., Caso Nro. 1:20-cv-07146

SI USTED TRABAJÓ EN UN RESTAURANTE PAPA JOHN'S DE PROPIEDAD DE UN FRANQUICIADO EN ILLINOIS EN CUALQUIER MOMENTO ENTRE EL 3 DE DICIEMBRE DE 2015 Y EL 17 DE DICIEMBRE DE 2025 Y UTILIZÓ EL ESCÁNER DACTILAR DEL SISTEMA FOCUS, PUEDE TENER DERECHO A UN PAGO EN EFECTIVO EN VIRTUD DE UN ACUERDO DE DEMANDA COLECTIVA.

Esta es una notificación oficial del Tribunal. Esta no es una demanda en su contra. Esto no es un anuncio de un abogado.

Se ha llegado a un acuerdo en una demanda colectiva entre Papa John's International, Inc. ("Papa John's") y los empleados de los restaurantes Papa John's de propiedad de franquiciados en Illinois. La demanda alega que Papa John's infringió una ley de Illinois denominada Ley de Privacidad de la Información Biométrica (Biometric Information Privacy Act, "BIPA") al capturar, recopilar y poseer datos biométricos sin el debido aviso y consentimiento. Papa John's niega haber cometido ninguna irregularidad y afirma que no ha infringido ninguna ley. El Acuerdo no establece quién tiene razón y quién no, sino que es una solución de compromiso para poner fin al litigio y evitar las incertidumbres y los gastos que conlleva continuar con el proceso judicial. La demanda se denomina ***Kyles v. Papa John's International Inc., et al., Caso Nro. 1:20-cv-07146***, y se encuentra en trámite ante el Tribunal de Distrito de los Estados Unidos para el Distrito Norte de Illinois. Lea esta notificación detenidamente. Sus derechos legales pueden verse afectados independientemente de que usted haga o no haga nada al respecto.

Para obtener información completa, visite www.PJBIPALawsuit.com o llame al 833-554-2370.

¿Estoy incluido? Sí, nuestros registros indican que usted trabajó en un establecimiento Papa John's propiedad de un franquiciado en Illinois durante el período comprendido entre el 3 de diciembre de 2015 y el 17 de diciembre de 2025. Si utilizó el escáner dactilar del sistema de punto de venta FOCUS en Illinois y no ha llegado previamente a un acuerdo de conciliación extrajudicial con Papa John's, entonces forma parte del Colectivo del Acuerdo.

¿Qué ofrece el acuerdo? Papa John's ha acordado crear un fondo del acuerdo por valor de \$2.250.000. Si presenta un reclamo válido y el Tribunal aprueba el acuerdo, el monto que reciba en concepto de pago dependerá de cuántos otros Miembros del Colectivo presenten reclamos válidos. Esos importes de pago se calculan tras el pago de las costas, los gastos administrativos, los honorarios legales y cualquier retribución por servicios prestados con cargo al fondo del acuerdo.

¿Cómo obtengo mi pago? Para recibir un pago, debe completar y enviar un Formulario de Reclamo, a más tardar el 17 de abril de 2026. En esta Notificación se incluye un enlace al Formulario de Reclamo, o bien puede enviar un Formulario de Reclamo en línea en www.PJBIPALawsuit.com.

¿Cuáles son mis derechos y opciones? Tiene la opción de permanecer en el Colectivo o no. Si no hace nada, elige permanecer en el Colectivo. Esto significa que estará legalmente obligado por todas las órdenes y sentencias del Tribunal y no podrá demandar o continuar demandando a Papa John's por los reclamos legales planteados en este caso en un juicio diferente. Si no desea permanecer en el Colectivo, debe presentar una solicitud de exclusión. Si se excluye, no podrá recibir dinero ni beneficios de esta demanda, pero conservará su derecho a demandar por separado a Papa John's por las cuestiones legales planteadas en este caso. Para solicitar su exclusión del Colectivo, envíe una carta al Administrador del Acuerdo de Papa John's relativo a la BIPA, PO Box 1428, Baton Rouge, LA 70821, con sello postal fechado a más tardar el 17 de abril de 2026, indicando que desea ser excluido de ***Kyles v. Papa John's International Inc., et al., Caso Nro. 1:20-cv-07146***. Incluya su nombre, dirección y firma. Si no está conforme con algún aspecto del Acuerdo, las solicitudes de honorarios y gastos de abogados o la retribución por servicios, puede comunicárselo al Tribunal presentando una objeción. Para presentar una objeción, debe enviar una carta o un escrito al Tribunal manifestando que se opone al Acuerdo en ***Kyles v. Papa John's International Inc., et al., Caso Nro. 1:20-cv-07146***, a más tardar el 17 de abril de 2026.

Si desea recibir un pago en virtud del Acuerdo, debe enviar un Formulario de Reclamo tal como se describe anteriormente.

¿Tengo un abogado? Sí. El Tribunal ha designado abogados de los estudios Nick Larry Law LLC y Loevy + Loevy. Lo representan a usted y a los demás Miembros del Colectivo, y se denominan "Abogados del Colectivo". Los abogados solicitarán que se les pague con cargo al importe total que Papa John's ha acordado pagar al Colectivo. Usted puede contratar a su propio abogado pero, si lo hace, tendrá que pagarle los honorarios legales. El Tribunal también ha designado a Preston Kyles, un miembro del colectivo como usted, para representar al Colectivo.

¿Cuándo aprobará el Tribunal el Acuerdo? El Tribunal celebrará una audiencia de aprobación definitiva el día 26 de mayo de 2026 a las 11:00 a. m., hora Central, ante el Honorable Juez John Robert Blakey, en la Sala 1203 del Tribunal Federal Everett McKinley Dirksen, situado en 219 South Dearborn Street, Chicago, IL 60604. El Tribunal escuchará las objeciones, decidirá si el acuerdo es justo y considerará la solicitud de los Abogados del Colectivo relativa a honorarios y gastos, que ascienden hasta a un

tercio del Fondo Neto del Acuerdo, y al pago de un incentivo al Demandante Kyles por valor de \$10.000, cuya copia se publicará en el sitio web del acuerdo.

Para obtener más información, visite www.PJBIPALawsuit.com o llame al 833-554-2370.

Exhibit H: Mail-In Claim Form

Kyles v Papa John's International Settlement
Administrator
PO Box 1428
Baton Rouge, LA 70821

**Your Claim Form Must Be
Submitted On or Before April 17,
2026**

Kyles v. Papa John's International Inc., 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 December 17, 2025 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.PJBipalawsuit.com, or call 833-554-2370 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 **April 17, 2026**. 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.PIBIPALAWSUIT.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.PJBipalawsuit.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.PJBipalawsuit.com or call the Settlement Administrator at 833-554-2370. Please do not call the Court or the Clerk of the Court.