

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

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

3. The Motion is granted as set forth herein.

CERTIFICATION OF THE SETTLEMENT CLASS

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

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

All individuals who used the FOCUS system’s finger scanner while working at a franchisee-owned Papa John’s location in Illinois, at any time from December 3, 2015 to December 17, 2025.

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

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

8. For settlement purposes only, the Court finds that the requirements of Rules 23(a) and (b)(3) are satisfied for the following reasons: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) questions of law and fact common to members of the Settlement Class exist and predominate over questions affecting only individual members, including whether the finger-scan data utilized by the FOCUS system is biometric information or a biometric identifier as defined in 740 ILCS 14/10; whether Papa John's possessed, captured, collected, or otherwise obtained that data; and, if so, whether Papa John's complied with the policy-and-consent regime set forth in 740 ILCS 14/15; (3) Plaintiff's claims are typical of the claims of the Settlement Class; (4) Plaintiff and Class Counsel have and will continue to fairly and adequately protect the interests of the Settlement Class; and (5) a settlement class action is a superior method of fairly and efficiently adjudicating this Action.

FINAL APPROVAL OF THE SETTLEMENT AND NOTICE PROGRAM

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

- (A) the Class Representative and Class Counsel have adequately represented the Settlement Class;
- (B) the Settlement was negotiated at arm's length;
- (C) the relief provided for the Settlement Class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the terms of any proposed award of attorneys' fees and costs, and

Class Representative service award, including the timing of payment and any justification for the awards; and (iii) any agreement required to be identified under Rule 23(e)(3); and

- (D) the Settlement treats Settlement Class Members equitably relative to each other.

The Court has also considered other factors relevant to class settlement approval, including, *inter alia*, “(1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed.” *See Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014).

10. Having considered the terms of the Settlement and the record before it, the Court finds that the Class Representative and Class Counsel have adequately represented the interests of Settlement Class Members; the settlement consideration provided under the Settlement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties; the Settlement is the result of arm’s-length negotiations by experienced, well-qualified counsel that included a day-long mediation conducted by a neutral mediator; the Settlement provides meaningful monetary benefits (*i.e.* a \$2,250,000 non-reversionary settlement fund (“Settlement Fund”)) to Settlement Class Members and such benefits are not disproportionate to the attorneys’ fees and expenses sought by Class Counsel; the benefits provided treat Settlement Class Members equitably; and the Settlement is reasonable and appropriate under the circumstances of this Action, including the risks, complexity,

expense and duration of the Action, as well as the reaction of the Settlement Class. The Court further finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

11. The Court finds that the notice program as set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order satisfies the requirements of Federal Rule of Civil Procedure 23(c) and due process and constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of: (a) the nature of the case; (b) the terms of the Settlement, including the definition of the Settlement Class; (c) the class claims and issues; (d) the procedure for objecting to or opting out of the Settlement; (e) that the Court will exclude from the Settlement Class any Settlement Class member who timely and validly requests exclusion; (f) the time and manner for requesting such exclusion; (g) contact information for Class Counsel, the Settlement Administrator, the Settlement Website, and a toll-free number to ask questions about the Settlement; (h) important dates in the settlement approval process, including the deadlines to request exclusion or object and the date of the Final Approval Hearing; (i) Class Counsel's request for an award of reasonable attorneys' fees and expenses; (j) the Class Representative's application for a service award; and (k) the binding effect of a class judgment on Settlement Class members under Rule 23(c)(3).

12. The Court hereby reaffirms its appointment of the Settlement Administrator to perform the functions and duties of notice and settlement

administration as set forth in the Settlement Agreement and to provide such other administration services as are reasonably necessary to facilitate the completion of the Settlement. Accordingly, Class Counsel and the Settlement Administrator are directed to administer the Settlement in accordance with its terms and provisions.

13. No individual submitted a request for exclusion from the Settlement Class.

14. No objections were filed in this matter.

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

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

17. The Court shall retain exclusive, continuing, jurisdiction to resolve any disputes or challenges that may arise as to compliance with the Settlement Agreement or this Order.

18. In the event that this Order is reversed on appeal or otherwise does not become final, (i) this Order shall be rendered null and void and shall be vacated *nunc pro tunc*, (ii) as specified in the Settlement Agreement, the Settlement Agreement and other related orders shall be rendered null and void and shall be vacated *nunc*

pro tunc, (iii) the Settlement Fund shall be refunded to the Defendant, less settlement administrative expenses actually incurred and paid, and (iv) the Action shall proceed as if no settlement had occurred and as otherwise provided for in the Settlement Agreement.

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

DISMISSAL AND FINAL JUDGMENT

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

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

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

ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS

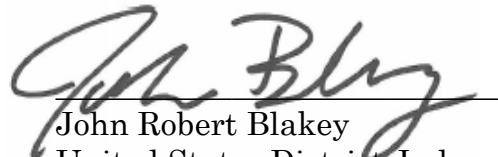
23. The Court has also considered Plaintiff's Motion for Attorneys' Fees, Litigation Expenses, and Service Awards, as well as the supporting memorandum of law and declarations, and adjudges that: (i) the payment of attorneys' fees in the amount of one third of the Net Settlement Fund, or \$729,944, and (ii) the reimbursement of out-of-pocket litigation expenses in the amount of \$13,890.42 are reasonable under Rule 23 and applicable caselaw. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

24. The Court further finds that the requested service award to the Class Representative is fair and reasonable. As such, the Court approves a service award to the Class Representative, Preston Kyles, in the amount of \$10,000, to be paid from the Settlement Fund in the manner and at the times set forth in the Settlement Agreement.

SO ORDERED.

Dated: May 29, 2026

Entered:


John Robert Blakey
United States District Judge