

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY

NOTICE OF CLASS ACTION SETTLEMENT

*In Re Papa John's Employee and Franchise Employee Antitrust Litigation*  
Case No. 3:18-CV-00825-BJB-RSE (W.D. Ky.)

**If you worked at a Papa John's store in the United States during the dates specified below,  
you may be entitled to compensation from a Class Action Settlement.**

*The Court noted above authorized this Notice. You are not being sued. This is not a solicitation  
from a lawyer.* .....

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## **Background Of The Case**

This lawsuit is entitled *In Re Papa John's Employee and Franchise Employee Antitrust Litigation*, Case No. 3:18-CV-00825-BJB-RSE (W.D. Ky.), and is pending in the U.S. District Court for the Western District of Kentucky. In this lawsuit (referred to herein as the "Class Action Litigation"), Plaintiff Ashley Page (the "Named Plaintiff"), on behalf of herself and all others similarly situated, alleges that Defendants Papa John's International, Inc. and Papa John's USA, Inc. (collectively, "Defendants") violated Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1. More specifically, the Named Plaintiff alleges that Defendants entered into agreements with their franchisees pursuant to which franchisees agreed not to hire or solicit employees of Defendants or of other franchisees, which in turn depressed the wages and diminished the employment opportunities of restaurant-level employees at Papa John's-branded restaurants. After extensive negotiations, the Parties reached an agreement to settle the Class Action Litigation subject to the Court's preliminary and final approval of the settlement.

This settlement (the "Settlement") represents a compromise and settlement of highly disputed claims in the Class Action Litigation. Defendants deny all the claims asserted in the Class Action Litigation, deny any and all liability or wrongdoing of any kind associated with any of the facts or claims alleged in the Class Action Litigation, and make no concessions or admissions of wrongdoing or liability of any kind whatsoever. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the Named Plaintiff's claims or any of the class claims alleged in the Class Action Litigation have merit or that they have any liability to the Class Members on those claims.

The Parties disagree as to the probable outcome of the Class Action Litigation with respect to liability and damages if it were not settled. Nevertheless, the Named Plaintiff, on behalf of herself and as Class Representative, Defendants, and both Parties' respective counsel have concluded that the Settlement is advantageous considering the risks, distractions, and cost associated with continued litigation. The Parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class Members.

## **Summary Of The Settlement**

### **1. Who Is Included In The Settlement?**

If you are receiving this Notice of the Class Action Settlement, you are a Class Member and are therefore entitled to participate in the Settlement provided that you worked at a Papa John's-branded restaurant located in the United States (whether owned by Defendants or a Papa John's franchisee) at any time between December 18, 2014, and December 31, 2021 (the "Class Period"), and you received more than \$200 in compensation during the Class Period.

### **2. What May You Be Entitled To Receive In The Settlement?**

Defendants have agreed to pay a total of \$5,000,000.00 (hereafter the "Gross Settlement Fund") to settle this Class Action Litigation. The Parties estimate that the total amount available for distribution to the approximately 520,000 Class Members under the Settlement to be approximately \$3,485,956.77 (the "Net Settlement Fund"). This amount was determined by deducting the following from the Gross Settlement Fund: (a) a Service Award to the Named Plaintiff not to exceed \$5,000.00 (as explained in Question 5, below); (b) Class Counsel's fees, costs, and expenses, not to exceed twenty-five percent of the Settlement Amount (as explained in

Question 6, below); and (c) the costs of the Claims Administrator, which are estimated to be \$259,043.23.

All capitalized terms in this Notice of Class Action Settlement are defined in the Settlement Agreement, which is on file with the Clerk of the Court and available on the settlement website at [www.papajohnsemployeesettlement.com](http://www.papajohnsemployeesettlement.com). If terms are insufficiently identified, discussed, or defined in this Notice, or if any terms of this Notice conflict with the Settlement Agreement, the terms of the Settlement Agreement shall govern. Each and every Settlement Payment shall be made from the Net Settlement Fund.

Each Class Member who timely submits a materially complete and executed Claim Form by the Claims Deadline of **March 16, 2026** (an “Approved Claimant”), will receive a Settlement Payment from the Net Settlement Fund according to the allocation formula provided in the Settlement Agreement, unless that amount is less than \$5.

### **3. When Will You Get Paid?**

Each Approved Claimant who is entitled to a Settlement Payment will be paid a Settlement Payment, calculated as described in the Settlement Agreement, after final Court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement.

### **4. What Claims Are Being Released?**

All Class Members who do not timely submit a valid Request for Exclusion shall, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, fully, finally, and forever settle and release all Released Parties from all claims for relief, demands, causes of action, and appeals of any kind whether known or unknown, which a person has had, now has, or may have in the future against the Released Parties or any of them that are alleged in the Class Action Litigation or that arose out of or relate to the facts, acts, transactions, occurrences, events, or omissions alleged in the Class Action Litigation, including but not limited to any and all claims, known and unknown, for violation of the Sherman Antitrust Act and wage suppression related to the No-Poach Provision contained in the Papa John’s franchise agreement. The Released Parties means and refers to Papa John’s International, Inc. and Papa John’s USA, Inc. and each of their past, present, and future parent companies, subsidiaries, affiliates, investors, investment funds, franchisees, insurers, benefit plans, and other related entities, as well as each of those entities’ past, present, and future officers, directors, owners, principals, employees, agents, executors, administrators, representatives, successors, and assigns.

### **5. Service Award**

Named Plaintiff will be paid a Service Award of \$5,000.00, subject to Court approval, for her services in participating in the Class Action Litigation and in exchange for executing a general waiver and release of claims. This payment will be made from the Gross Settlement Fund. This payment does not include any payments to which Named Plaintiff may be entitled under the Settlement Agreement as a Class Member.

### **6. Attorneys’ Fees And Costs**

To date, Class Counsel have not been paid any attorneys’ fees or reimbursed for any out-of-pocket costs. Prior to the Final Approval Hearing, Class Counsel identified below will seek approval from the Court for payment of attorneys’ fees and reimbursement for their out-of-pocket

costs and expenses reasonably incurred in the Class Action Litigation, in an amount not to exceed twenty-five percent of the Gross Settlement Fund, *i.e.*, \$1,250,000.00, which, if approved by the Court, will be paid out of the Gross Settlement Fund. Class Counsel believes the amounts for attorneys' fees and expenses requested are fair and reasonable, and Defendants take no position on Class Counsel's request for fees and costs up to twenty-five percent of the Gross Settlement Fund consistent with applicable law. However, the Court will rule upon the reasonableness of Class Counsel's request for attorneys' fees and expense reimbursement.

This is only a summary of the request for attorneys' fees and reimbursement of out-of-pocket costs. Any motions in support of the request will be available for viewing on the settlement website after they are filed on **February 17, 2026**.

### **Plaintiff's And Class Counsel's Support Of The Settlement**

The Named Plaintiff and Class Counsel support the Settlement. Class Counsel believes this Settlement to be a good result for the Settlement Class, especially in light of the risks of a trial on the merits or that class certification may not be granted, and the inherent delays and uncertainties associated with litigation. Based on Class Counsel's experience litigating similar cases, Class Counsel believes that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, ultimately would be resolved. Therefore, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

### **Administration Of The Settlement**

#### **7. Who Is Administering The Settlement?**

The Court has appointed A.B. Data, Ltd. to act as an independent Claims Administrator and to resolve any dispute concerning the calculation of an Approved Claimant's entitlement to a Settlement Payment.

#### **8. Costs Of Administration**

The Claims Administrator's fees and expenses, which are estimated to be \$259,043.23, will be paid from the Gross Settlement Fund.

### **Your Rights And Options**

As a Class Member, you can participate in the Settlement or request exclusion from the Settlement by submitting a timely Request for Exclusion. If you request exclusion from the Settlement, you will not be eligible to receive any benefits under the Settlement. You will, however, retain whatever legal rights you may have against Defendants with regard to the claims released in the Settlement. If you do not request exclusion from the Settlement, you can also tell the Court what you do or do not like about the Settlement.

In order to receive a Settlement Payment, you must complete and submit the Claim Form on the settlement website at [www.papajohnsemployeesettlement.com](http://www.papajohnsemployeesettlement.com) by **March 16, 2026** (the "Claims Deadline"). If you choose to participate in the Settlement, you will be included in the Settlement for purposes of releasing the Released Claims as defined in the Settlement Agreement and as explained above in Question 4.

If you do nothing, you will be included in the Settlement for purposes of releasing the Released Claims, but you will not receive any share of the proceeds to be paid under the Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	<p><b>You Will Be Bound By The Settlement.</b></p> <p>By doing nothing, you will be included in the Settlement and you will, as a Class Member, release the Released Claims. However, by doing nothing you will not receive a Settlement Payment.</p>
<b>SUBMIT CLAIM FORM</b>	<p><b>You Will Be Bound By The Settlement And May Receive A Payment.</b></p> <p>If you submit a Claim Form, you will be included in the Settlement and will receive a Settlement Payment, as long as your claim under the allocation formula is valued at \$5 or more. You will also release the Released Claims.</p>
<b>EXCLUDE YOURSELF</b>	<p><b>You Retain Your Rights, If Any, Against Defendants.</b></p> <p>This is the only option that allows you the right to participate in another lawsuit for yourself only against Defendants if you wish, relating to the legal claims in this case. You will receive no Settlement Payment.</p>
<b>OBJECT</b>	<p><b>Inform The Parties And The Court That You Oppose The Settlement.</b></p> <p>If you are not satisfied with this Settlement, you may send an objection to the Claims Administrator, so long as you do not exclude yourself from the Settlement.</p>
<b>ATTEND A HEARING</b>	<p><b>Appear Before The Court.</b></p> <p>You may ask to speak in Court about the fairness of the Settlement.</p>

## **9. Participating In The Settlement**

The Class Representative and Class Counsel represent your interests as a Class Member. Unless you exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Defendants and all Released Parties as described above in Question 4 and in the Settlement Agreement.

**IN ORDER TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE  
AND SUBMIT THE CLAIM FORM BY MARCH 16, 2026.**

Class Counsel represents you and all Class Members, and you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses, beyond that which is stated above as Class Counsel's attorneys' fees and costs that will be distributed from the Gross Settlement Fund. You have the right to retain your own separate counsel. However, if you retain your own separate counsel, other than Class Counsel, then you will be responsible for your own attorneys' fees and costs. As a member of the Settlement Class, you will have been deemed to have given Defendants permission to provide your Social Security Number to the Claims Administrator in order to facilitate distribution of the Notices, Settlement Payments, and for purposes of tax reporting. Neither Defendants nor the Claims Administrator will disclose your Social Security Number to the Court or any other third party.

**10. The Difference Between Objecting And Excluding**

*Objecting* is simply telling the Court that you do not like something about the Settlement. *Excluding* yourself is telling the Court that you do not want to be part of the Settlement. You may file objections to the Settlement provided you do not exclude yourself from the Settlement by submitting a timely Request for Exclusion. If you exclude yourself, you have no basis to object because the case no longer affects you and you will not be participating in the Settlement.

**11. Objecting To The Settlement**

You may tell the Court you do not like the Settlement or some aspect of the Settlement before the Final Approval Hearing by submitting your objection to the Claims Administrator by no later than **March 16, 2026**. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

Your written objection must state each specific reason in support of the objection, any legal support for the objection, and whether you wish to be heard at the Final Approval Hearing. Your written objection must also state the case name and docket number (which are shown at the top of this Notice), your full name and address, the address(es) of the Papa John's-branded restaurants where you worked, and the dates that you worked at such restaurant(s). To object, no later than **March 16, 2026**, you must mail or email your objection to:

**Papa John's Employee Settlement**  
c/o A.B. Data, Ltd.  
P.O. Box 173013  
Milwaukee, WI 53217  
Email: [info@papajohnsemployeesettlement.com](mailto:info@papajohnsemployeesettlement.com)

The Claims Administrator will then promptly send a copy of your objection to Defendants' Counsel and Class Counsel.

**DO NOT TELEPHONE THE COURT, DEFENDANTS,  
OR DEFENDANTS' COUNSEL**

To be effective, any objections must be emailed no later than **March 16, 2026**. A Class Member who fails to submit a written statement of objection in the manner described above and

by the specified deadline will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

## **12. Excluding Yourself From The Settlement**

If you do not want to be legally bound by the Settlement and you want to retain the right to sue Defendants on your own for your own legal claims related to the claims asserted in the Class Action Litigation, then you must take steps to exclude yourself from the Settlement. This is called excluding yourself, or is sometimes referred to as opting out of the Settlement. If you exclude yourself from the Settlement, you cannot and will not get money from the Settlement and will not participate in the Settlement.

To exclude yourself from the Settlement Class, you must submit a request for exclusion from the Class and the Settlement (“Request for Exclusion”), which states:

“I, [INSERT NAME], voluntarily choose not to participate in the settlement of my claims against Defendants and/or the Released Parties as defined in the Settlement Agreement, and hereby waive any rights I may have to participate in the Settlement Agreement entered into by the Parties in *In Re Papa John’s Employee and Franchise Employee Antitrust Litigation*, Case No. 3:18-CV-00825 (W.D. Ky).”

Your Request for Exclusion must also include your full name and address, the address(es) of the Papa John’s-branded restaurants where you worked, and the dates that you worked at such restaurant(s). The Request for Exclusion must be personally sent by you to:

Papa John’s Employee Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

Email: [info@papajohnsemployeesettlement.com](mailto:info@papajohnsemployeesettlement.com)

The Request for Exclusion must be sent, or postmarked, no later than **March 16, 2026**. A Class Member who fails to mail a Request for Exclusion in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement and the final judgment if the Settlement is approved by the Court.

Any Class Member who submits a complete and timely Request for Exclusion will, upon receipt by the Claims Administrator, no longer be a member of the Class, will not be a member of the Settlement Class, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement. Any such person, at his or her own expense, may pursue their own claims, if any, against Defendants related to the claims raised in the Class Action Litigation. An incomplete or unsigned Request for Exclusion will be deemed invalid.

**DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION.**

## **The Final Approval Hearing**

The Court will hold a Final Approval Hearing on **May 5, 2026**, in Courtroom 266, United States District Court for the Western District of Kentucky, Gene Snyder United States Courthouse, 601 West Broadway, Louisville, KY 40202 at 9:30 a.m., to determine whether the Settlement

should be finally approved as fair, reasonable, and adequate. In addition to approving the Settlement, the Court will also be asked to approve Class Counsel's request for costs and attorneys' fees and the Service Award to be made to the Named Plaintiff. The hearing may be postponed without further notice. **It is not necessary for you to appear at this hearing. If you have given valid notice of your objections to the Settlement, the Court will consider it. You may appear at the hearing at your option so long as you included in your written objection a notice of intent to appear. You cannot request to speak at the Final Approval Hearing by telephone or email.**

### **Getting More Information**

The above is a summary of the basic terms of the Settlement. If you wish, you can review the complete Settlement Agreement on file with the Clerk of the Court, United States District Court for the Western District of Kentucky, Gene Snyder United States Courthouse, 601 West Broadway, Louisville, KY 40202. The pleadings and other records in the Class Action Litigation, including the Settlement Agreement, may be examined at any time during regular business hours at the Court. You can also access the documents on the settlement website at [www.papajohnsemployeesettlement.com](http://www.papajohnsemployeesettlement.com).

You may contact Class Counsel:

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**PLEASE DO NOT TELEPHONE THE COURT, ANY DEFENDANT, OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THE SETTLEMENT, YOUR LEGAL RIGHTS, OR THE CLAIM PROCESS.**