

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION**

IN RE: PAPA JOHN'S EMPLOYEE AND
FRANCHISEE EMPLOYEE ANTITRUST
LITIGATION

Case No.: 3:18-CV-00825-BJB-RSE

SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is entered into by and between Plaintiff Ashley Page ("Class Representative"), on behalf of herself and the Settlement Class, on the one hand, and Defendants Papa John's International, Inc. and Papa John's USA, Inc. ("Defendants") on the other hand, subject to the terms and conditions of this Settlement Agreement and to the approval of the U.S. District Court for the Western District of Kentucky in *In Re Papa John's Employee and Franchisee Employee Antitrust Litigation*, Case No. 3:18-CV-00825 (W.D. Ky.).

This Settlement Agreement is intended to fully, finally, and forever settle, release, resolve, and bar all claims released herein as against Defendants and all other Released Parties as defined in this Settlement Agreement.

RECITALS

WHEREAS, on January 28, 2019, the Court consolidated three putative class actions filed against Defendants, and on February 19, 2019, the Consolidated Amended Complaint was filed alleging that a clause formerly appearing in Defendants' franchise agreements prohibiting their franchisees from hiring or soliciting any person who is employed by Defendants or one of their franchisees violates Section 1 of the Sherman Act.

WHEREAS, the purpose of this Agreement is to settle and fully resolve the Individual and Class Claims of the Class Representative and Settlement Class Members;

WHEREAS, Defendants deny all claims asserted in this Action and deny all allegations of wrongdoing and liability. Defendants specifically deny that they engaged in any wrongdoing, deny that they are liable for damages, penalties, interest, attorneys' fees or costs, or any other remedies, and deny that any claim asserted by the Class Representative is suitable for class treatment other than for settlement purposes. This Settlement Agreement is not and shall not in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of Defendants, nor any violation of any federal or state statute, regulation, or principle of common law or equity. Defendants have agreed to settle the Action solely to avoid the burden, expense, and possible uncertainty of the Action;

WHEREAS, counsel for the Parties have conducted an extensive investigation of the facts and claims alleged in the Action, including but not limited to, reviewing documents and data, serving and responding to written discovery requests, and taking multiple depositions;

WHEREAS, the Parties have engaged in extensive arms-length negotiations, both through multiple conferences directly between the Parties' counsel and with the assistance of a mediator. The Parties reached a settlement after jointly retaining the services of an experienced mediator, Barbara Reeves, Esq., and engaging in an adversarial multi-day mediation followed by extensive back and forth discussions;

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Action, if not settled now, might not result in any recovery for the Class Representative and the Settlement Class Members, or might result in a recovery that is less favorable to the Class

Representative and the Settlement Class Members, the Class Representative and Class Counsel believe that it is in the interest of all members of the proposed Settlement Class to resolve finally and completely their claims against Defendants and that the terms and conditions of the Settlement are fair, reasonable, and adequate;

WHEREAS, this Settlement Agreement is contingent upon approval of class certification for settlement purposes only. Defendants expressly reserve the right to challenge the propriety of class certification for any other purpose, as well as the merits of the claims asserted in this Action should the Court not approve the Settlement.

WHEREAS, the Parties agree that should this Settlement Agreement not become final for any reason, nothing from the settlement process, including documents created or obtained from the settlement process and settlement administration, shall be admissible evidence in this Action or used in any way contrary to Defendants' interests or Class Members' interests. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to any Party; and

WHEREAS, this Settlement Agreement contains all of the agreements between the Class Representative and Defendants and their respective counsel relating to this settlement of the Action. There are no undisclosed side agreements between the Parties or their counsel.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Settlement Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to full and complete settlement of the Action on the following terms and conditions:

1. DEFINITIONS

1.1 “Action” means *In Re Papa John’s Employee and Franchisee Employee Antitrust Litigation*, pending in the U.S. District Court for the Western District of Kentucky, Case No. 3:18-CV-00825.

1.2 “Administrative Costs” means all costs associated with the performance of the duties of the Claims Administrator per the terms of this Settlement Agreement, including fees and costs of the Claims Administrator.

1.3 “Allocation Formula” means the formula set out in Section 4.6 used by the Claims Administrator to determine the *pro rata* amount of the Settlement Payment for each Approved Claimant.

1.4 “Approved Claimant” means any Settlement Class Member who submits a valid, complete, and timely Claim Form to the Claims Administrator and who the Claims Administrator approves for a monetary payment in accordance with the terms and conditions of this Settlement Agreement.

1.5 “Claims Administrator” means A.B. Data, Ltd. or such other claims administrator as may be designated by the Parties in accordance with the terms of this Settlement Agreement and approved by the Court.

1.6 “Claims Deadline” means the date one hundred (100) days following the Preliminary Approval Date.

1.7 “Claim Form” means the form, attached hereto as Exhibit 1 as part of the Notice Package, approved by the Court, by which a Settlement Class Member may submit a claim for

his or her Settlement Payment by the Claims Administrator. The Claim Form shall be made available to each Settlement Class Member by the Claims Administrator pursuant to the terms of this Settlement Agreement.

1.8 “Class Counsel” means the law firms Lieff Cabraser Heimann & Bernstein, LLP, Lowey Dannenberg, P.C., McCune Wright Arevalo, LLP, and Scott+Scott Attorneys at Law LLP.

1.9 “Class Members” means all individuals who were employed 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 during the Class Period who received more than \$200 in compensation during that time period.

1.10 “Class Representative” means Plaintiff Ashley Page.

1.11 “Class Period” means the period from December 18, 2014 through December 31, 2021.

1.12 “Court” means the U.S. District Court for the Western District of Kentucky.

1.13 “Database” means the digital data, provided by Defendants to the Claims Administrator in a form usable by commercially available data software, like Microsoft Access or Excel, containing the following information with respect to each Settlement Class Member to the extent available: (1) his or her first and last name; (2) social security number; (3) last-known home address; and (4) the total compensation earned during the Class Period.

1.14 “Defendants” mean Papa John’s International, Inc. and Papa John’s USA, Inc.

1.15 “Defendants’ Counsel” means Seyfarth Shaw LLP.

1.16 “Effective Date” shall be the later of thirty (30) days after: (1) the Court’s final approval of the Settlement Agreement, if no objections have been lodged; (2) the time for an appeal has expired without the filing of any appeal if any objection has been lodged; or (3) the final resolution of any appeal, writ, or challenge to the Settlement Agreement that has been lodged upholding the Settlement Agreement.

1.17 “Fee Petition” means the petition for an award of fees and costs submitted by Class Counsel as provided for in Section 10.1 below.

1.18 “Final Approval Hearing” means the hearing to be set by the Court no earlier than 130 days following the Preliminary Approval Date at which the Court will finally approve the Settlement Agreement and make such other final rulings as are contemplated by this Settlement Agreement.

1.19 “Final Approval Order” means the order entered by the Court at or after the Final Approval Hearing. The Parties shall submit a proposed Final Approval Order setting forth the terms of this Settlement Agreement, by incorporation or otherwise, for execution and entry by the Court at the time of the Final Approval Hearing. The Parties’ agreed form of the Final Approval Order is attached as Exhibit 2 to this Settlement Agreement.

1.20 “Gross Settlement Fund” means all monies to be paid by Defendants in connection with the Settlement, including without limitation, all Administrative Costs, Class Counsel’s attorneys’ fees and expenses, any Service Award, and all monies to be paid out as part of the Net Settlement Fund.

1.21 “Net Settlement Fund” means the amount of money from the Gross Settlement Fund available to be paid to the Settlement Class.

1.22 “Notice Package” means the collection of documents that will be sent to the Class Members, consisting of the Notice of Class Action Settlement. The Parties’ agreed form of the Notice of Class Action Settlement is attached as Exhibit 3 to this Settlement Agreement.

1.23 “Parties” means the Class Representative and Defendants, which are each a “Party.”

1.24 “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order.

1.25 “Preliminary Approval Order” means the Order of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure granting preliminary approval of this Settlement Agreement. The Parties’ agreed form of the Preliminary Approval Order is attached as Exhibit 4 to this Settlement Agreement.

1.26 “Released Claims” means all claims to be released as set forth in Sections 11 and 12 of this Settlement Agreement.

1.27 “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.

1.28 “Releasing Parties” means the Class Representative and Settlement Class Members, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, partners, successors, predecessors-in-interest, assigns, any other persons or entity claiming through them, and if relevant, any co-signer, co-buyer, or co-borrower or guarantors.

1.29 “Request for Exclusion” means a request to be excluded from the Settlement Agreement that a Class Member timely and properly submits to the Claims Administrator pursuant to the terms of this Settlement Agreement.

1.30 “Service Award” means a separate payment from the Gross Settlement Fund of \$5,000 or a lesser amount awarded by the Court that is made to Class Representative as a service award payment and for resolution and release of her claims against Defendants in this Action, and any claims against Defendants arising out of or relating to her employment with any Papa John’s franchisee. The Service Award shall be paid in addition to her individual *pro rata* settlement share and shall be subject to Court approval.

1.31 “Settlement Agreement” means this Class Action Settlement Agreement and Release, which includes all its Recitals and all the attached Exhibits.

1.32 “Settlement Class” means all Class Members except those who submitted a valid and timely Request for Exclusion.

1.33 “Settlement Class Member” means a member of the Settlement Class.

1.34 “Settlement Payments” mean the payment(s) made to Approved Claimants from the Net Settlement Fund pursuant to the Settlement Agreement.

2. CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES ONLY

2.1 For settlement purposes only, the Parties agree that one Settlement Class shall be certified that includes the Class Representative and the Settlement Class Members. The Settlement Agreement is contingent upon approval and certification by the Court of the Settlement Class for settlement purposes only under Rule 23 of the Federal Rules of Civil Procedure and approval of the Settlement Agreement as a class action settlement that is a fair, reasonable, and adequate resolution of a valid case or controversy between the Parties under applicable precedent of the U.S. District Court for the Western District of Kentucky, the U.S. Court of Appeals for the Sixth Circuit, and the U.S. Supreme Court.

2.2 The Defendants do not waive, and expressly reserve, their right to challenge the propriety of class action certification for any purpose as if this Settlement Agreement has not been entered into by the Parties, should the Court not approve the Settlement Agreement or should Defendants exercise their right to terminate the Settlement Agreement as described herein.

2.3 The Parties shall cooperate and present to the Court for its consideration in connection with the proposed certification of the Settlement Class competent evidence, as may be requested by the Court, under the applicable due process requirements and standards for class action certification under Rule 23 of the Federal Rules of Civil Procedure.

2.4 The Class Representative recognizes and acknowledges the expense and amount of time which would be required to continue to pursue this Action against Defendants, as well as the uncertainty, risk and difficulties of proof inherent in prosecuting such claims on behalf of the Class Members. The Class Representative has concluded that it is desirable that the Action and

any Released Claims be fully and finally settled and released as set forth in this Settlement Agreement. The Class Representative and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and that it is in the best interest of the Settlement Class to settle on the terms as described herein.

3. SETTLEMENT APPROVAL PROCEDURE

3.1 This Settlement Agreement will become final and effective only upon the occurrence of all the following events: (a) the Settlement Agreement is executed by Class Counsel, Defendants' Counsel, the Class Representative, and a representative of Defendants; (b) the Court enters an order granting preliminary approval of the material terms of the Settlement Agreement under Rule 23 of the Federal Rules of Civil Procedure, including (i) certification of the Settlement Class for settlement purposes only; (ii) appointment of Class Counsel; (iii) appointment of the Class Representative for the Settlement Class; and (iv) appointment of the Claims Administrator; (c) the Court enters a Preliminary Approval Order, substantially in the form of the Preliminary Approval Order attached as Ex. 4; (d) the Notice Package is sent to the Class Members in accordance with Section 6 below; (e) Class Members are afforded an opportunity to exclude themselves from the Settlement Agreement by submission of a Request for Exclusion or to file written objections; (f) the Court holds the Final Approval Hearing, approves the Settlement Agreement, and enters the Final Approval Order; and (g) the time for appeal passes and/or any appeal is fully resolved.

3.2 As soon as is practicable and without undue delay, the Parties shall submit this Settlement Agreement to the Court, seeking preliminary approval of the Settlement Agreement. Promptly upon execution of this Settlement Agreement by the Class Representative and

Defendants, the Parties shall apply to the Court for the entry of an order substantially in the form that is attached hereto as Ex. 4 and that would order the following:

- a) Preliminarily approving the Settlement Agreement, subject to only the objections of Class Members and final review by the Court;
- b) Certifying the Settlement Class for settlement purposes only, appointing Class Counsel, appointing Ashley Page as Class Representative for the Settlement Class and appointing the Claims Administrator;
- c) Approving as to form and content the Notice Package, including the Claim Form;
- d) Directing the sending of the Notice Package in accordance with the procedures set out herein to the Class Members;
- e) Scheduling a Final Approval Hearing on the question of whether the proposed settlement, including without limitation, payment of attorneys' fees, costs, and the Service Award should be finally approved as fair, reasonable, and adequate;
- f) Enjoining Class Members from filing or prosecuting any claims, suits, or administrative proceedings regarding claims released by the Settlement Agreement unless and until such Class Members have filed a valid and timely Request for Exclusion with the Claims Administrator and the time for filing claims with the Claims Administrator has elapsed.

3.3 No later than fourteen (14) calendar days prior to the date of the Final Approval Hearing, or by such other date as the Court may direct, the Parties shall apply to the Court for the entry of an order substantially in the form that is attached hereto as Ex. 2 and that would order as follows:

- a) Approving the Settlement Agreement under Fed. R. Civ. P. 23 as a class action settlement, adjudging the terms thereof to be fair, reasonable and adequate, and a fair and reasonable resolution of a valid case or controversy among the Parties and directing consummation of its terms and provisions;
- b) Approving the Settlement Payments and Service Award;
- c) Approving the request for Administrative Costs, including the Claims Administrator's fee;
- d) Approving Class Counsel's petition for an award of attorneys' fees and costs;

- e) Dismissing this lawsuit with prejudice and permanently barring and enjoining all Settlement Class Members - regardless of whether they submitted an executed release - from filing or prosecuting against Released Parties, any individual or class claims related herein, upon satisfaction of all payments and obligations hereunder;
- f) Approving Defendants' right to bring an unopposed motion under 28 U.S.C. §1651(a) that enjoins Settlement Class Members from initiating any lawsuits or appeals in any court based on any claims released pursuant to this Settlement Agreement.

4. SETTLEMENT AMOUNT AND ALLOCATION

4.1 Settlement Amount. The Parties agree to a definitive settlement of all matters and issues related to the Action, including settlement of all the Class Representative's claims and all class claims pled in the Action, for a total aggregate settlement amount of Five Million Dollars (\$5,000,000.00), which shall constitute the Gross Settlement Fund. The Gross Settlement Fund is non-reversionary.

4.2 Funding The Gross Settlement Fund. Within thirty (30) days after preliminary approval of the Parties' Class Action Settlement by the Court, Defendants shall fund the Qualified Settlement Fund with fifty percent (50%) of the Settlement Amount. Defendants shall fund the remaining fifty percent (50%) of the Qualified Settlement Fund within thirty (30) days of the Effective Date of the Settlement. This paragraph regarding the funding of the Gross Settlement Fund relates only to timing and does not affect the amount of the settlement to be funded.

4.3 The Parties agree that the Gross Settlement Fund is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq., and will be administered by the Claims Administrator as such. All interest accruing thereon shall become part of the Gross Settlement Fund.

4.4 With respect to the Gross Settlement Fund, the Claims Administrator shall: (1) open and administer the Gross Settlement Fund in such a manner as to qualify and maintain the qualification of the Settlement Account as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. § 1.468B-1; (2) calculate, withhold, remit, and report each Approved Claimant’s share of applicable payroll taxes in connection with their Settlement Payments; (3) satisfy all tax reporting, return, and filing requirements with respect to the Gross Settlement Fund and any interest or other income earned by the Gross Settlement Fund; and (4) satisfy out of the Gross Settlement Fund all taxes (including any estimated taxes, interest or penalties) with respect to the interest or other income earned by the Gross Settlement Fund. The employer-side taxes for Approved Claimants shall be paid from the Gross Settlement Fund and shall only be calculated and owed in connection with the portion of Settlement Payments that are attributable to alleged wages and that are reported to Approved Claimants via IRS Form W-2. If any portion of the Gross Settlement Fund payable by the Qualified Settlement Fund to each Approved Claimant is determined to be treated as other than wages, the Claims Administrator, as administrator of the Qualified Settlement Fund, shall report that portion to the Approved Claimant, and all applicable taxing authorities, to the extent required by law, under the Approved Claimant’s name and U.S. federal taxpayer identification number on IRS Forms 1099, 1042-S, or other applicable forms, and such payments shall be made without deduction for taxes and withholdings, except as required by law, as determined by the Claims Administrator, as administrator of the Qualified Settlement Fund making such payments. Fees, expenses, and costs incurred in connection with the opening and administration of the Gross Settlement Fund shall be treated as and included in the Administrative Costs. The Parties and the Claims Administrator shall elect to treat the Gross Settlement Fund as coming into existence as a

Qualified Settlement Fund on the earliest date as set forth in 26 CFR § 1.468B-1(j)(2)(i), and such election statements shall be attached to the appropriate returns as required by 26 CFR § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Claims Administrator and one another as reasonably necessary to effectuate the terms of the Settlement Agreement.

4.5 Payments From The Gross Settlement Fund. The Gross Settlement Fund shall be used to pay:

- a) The Court's approved Settlement Payments to the Approved Claimants;
- b) The attorneys' fees, costs, and litigation expenses of Class Counsel, as awarded by the Court;
- c) The Service Award, as awarded by the Court;
- d) Administrative Costs as defined herein;
- e) Any other Court-approved additional expenses incurred in connection with the administration of this Settlement Agreement.

4.6 Distribution Of Net Settlement Funds. The Parties agree that the Settlement Payments to the Approved Claimants will be distributed based on the process described below. Each Approved Claimant shall receive a Settlement Payment from the Net Settlement Fund pursuant to the below Allocation Formula.

- a) Settlement Payments shall be determined separately for each Approved Claimant. Approved Claimants will receive a settlement share based on that Class Member's Total Compensation.
- b) The Claims Administrator will first determine the total dollar value of compensation paid to Class Members during the Class Period ("Total Class Compensation"). The Claims Administrator will determine the Total Class Compensation using data supplied by the Defendants, including PROFIT data, FOCUS data, and any other compensation data available. The Claims Administrator may request additional information and assistance from Defendants as needed to calculate Class Members' total compensation, which Defendants

agree to supply to the extent the additional information requested is available and not overly burdensome to obtain.

- c) To calculate each Approved Claimant's settlement share, the Claims Administrator will calculate each Approved Claimant's total compensation during the Class Period ("Total Approved Claimant Compensation"). Next, the Claims Administrator will divide the Approved Claimant's Total Approved Claimant Compensation by the Total Class Compensation to generate the applicable fraction. Finally, the Claims Administrator will multiply the fraction by the Net Settlement Fund.
- d) If funds remain in the Net Settlement Fund after it is distributed to Approved Claimants, the Claims Administrator will continue to distribute the funds *pro rata* using the Allocation Formula until either (i) all Approved Claimants are paid 25% of their Total Approved Claimant Compensation, and/or (ii) no funds remain in the Net Settlement Fund.
- e) The Parties agree to apply a seventy-five percent (75%) discount to any Approved Claimant who signed an arbitration agreement. Defendants shall provide the Claims Administrator with a list of Class Members with whom Defendants have a documented, signed arbitration agreement. Class Counsel shall have a right to review the arbitration agreements in question should a dispute arise.
- f) In the interest of efficiency, manageability, and to prevent waste, the Parties reserve the right to exclude from payment any Approved Claimant for which the cost of administration or payment of their claims would be more than the value of the claim itself. The Parties agree that Approved Claimants with claims valued at less than five dollars (\$5) will be excluded from the receiving any payment.

4.7 Undistributed Net Settlement Funds. If all Approved Claimants are paid 25% of their Total Approved Claimant Compensation and funds remain in the Net Settlement Fund, such funds will be distributed to a charity under the *cy pres* doctrine. The Parties agree that each party will select an organization to receive 50% of the *cy pres* funds and that those funds shall be distributed to the selected organizations upon approval of the Court.

4.8 Uncashed Checks. Any uncashed funds shall escheat to state-run unclaimed property funds for future distribution.

4.9 Taxes. Other than the withholding and reporting requirements herein, Approved Claimants shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Settlement Agreement. For purposes of efficient administration, and subject to court approval, Settlement Payments from the Net Settlement Fund to Approved Claimants shall be allocated thirty-three percent (33%) to wages (to be reported on an IRS Form W-2) and sixty-seven percent (67%) to interest (to be reported on an IRS Form 1099).

4.10 Class Member Participation In The Settlement Fund. Settlement Class Members who submit a completed and executed Claim Form within one hundred (100) days following the Preliminary Approval Date shall be considered by the Claims Administrator as eligible for payment from the Net Settlement Fund under the Allocation Formula. Timeliness of submission is further addressed in Paragraph 6.6, below. Untimely claims submitted by Settlement Class Members will be subject to review by Class Counsel with the understanding that those who do not timely return a completed and executed Claim Form may be ineligible to recover from the Net Settlement Fund. Class Members who submit a Request for Exclusion and do not withdraw their Request for Exclusion prior to the Effective Date of the Settlement Agreement, shall waive the right to recover any award from the Net Settlement Fund.

5. INJUNCTIVE RELIEF

5.1 Within 120 days of the Effective Date, Defendants agree to: (i) conduct antitrust compliance training for all Defendants' domestic Vice Presidents and executives above that level and: (ii) recirculate to all of their franchisees an email notice that advises that Defendants are reiterating their commitment not to enforce any no-poach provision under any circumstances.

5.2 Defendants agree not to include a no-poach or no-hire provision in any new Franchise Agreement for the next five (5) years.

6. CLAIMS PROCEDURE

6.1 No later than fourteen (14) calendar days following the Preliminary Approval Date, the Defendants will provide the Database of Class Members' identities to the Claims Administrator. The Claims Administrator will keep this data confidential and use it only for purposes of performing its duties under this Settlement Agreement and shall not share the data with any other person or entity. The Database will be true and correct to the best of Defendants' knowledge at the time it is provided.

6.2 No later than fourteen (14) calendar days following receipt of the Database from Defendants, the Claims Administrator shall engage a credit reporting agency or similar service to use the Class Members' available Social Security Numbers or other information to locate email addresses for Class Members. Class Counsel and Defendants' Counsel shall work together to develop the content of an email notice that the Claims Administrator will distribute to Class Members with unresolved disputes to be decided by the Court. The email will include the Notice Package, a link to a website containing information about the Settlement Agreement (including the long form notice of the Settlement Agreement, the operative complaint, and the preliminary and final approval motions when available) and the ability to fill out a Claim Form. The website will also display a toll-free number that Class Members can call with questions about the settlement or their eligibility to receive a monetary payment. The Notice Package and website shall state that Class Members who do not submit a Request for Exclusion will release any and all claims against Defendants.

6.3 To the extent that the Claims Administrator is unable to locate working email addresses for any Class Members, the Claims Administrator will use the last known addresses available in the Database for any Class Members who did not receive email notice to provide the Notice Package via mailed postcards.

6.4 The Claims Administrator shall also perform at least one skip trace on returned mail and shall send a second notice via mailed postcard to a second address for any Class Member identified with a second address by either the post office or the skip trace that did not receive either the email or first postcard notice.

6.5 To the extent the Claims Administrator determines that direct notices (email or postcard) is unlikely to reach more than eighty percent (80%) of the Class Members or the Court otherwise finds that the direct notices are insufficient, the Parties will meet and confer regarding publication notice with any remaining disputes to be decided by the mediator, Barbara Reeves, Esq. For purposes of this Section, messages will be deemed undeliverable if the Claims Administrator determines, by reasonable means, that the messages have not been delivered, including: (i) for email notices, if the sender receives an automated message within 72 hours of sending the communication that the email has not been delivered; and (ii) for postcard notices, if the notice is returned to the sender by the United States Postal Service within twenty-one (21) days of the mailing date.

6.6 Class Members shall be allowed one hundred (100) days following the Preliminary Approval Date to submit a Claim Form or to submit a Request for Exclusion. The date of submission of a Claim Form to the Claims Administrator is the date the Claim Form is submitted through the website. The Claims Administrator shall review each Claim Form for

timeliness and material completeness. Absent approval by Class Counsel or the Court, any Class Member who fails to submit a properly executed Claim Form on a timely basis will not be eligible to receive any payment from the Net Settlement Fund. The Claims Administrator shall promptly notify Class Counsel regarding any concerns about the validity of a Claim Form and shall work with Class Counsel as needed to determine if that claim should be paid. To the extent that Class Counsel determines that an untimely claim or otherwise invalid claim will be paid, Defendants' Counsel shall have the opportunity to review the claim(s) and state an objection if needed.

6.7 The Claims Administrator shall review each Claim Form for eligibility for a monetary payment in accordance with the Allocation Formula. To the extent that the Claims Administrator finds that any Settlement Class Member that submitted a Claim Form is not eligible for a monetary payment, the Claims Administrator shall notify the Settlement Class Member of his or her ineligibility and provide a list to the Parties of those Settlement Class Members that were deemed ineligible for a monetary payment.

6.8 To receive a settlement payment under this Settlement Agreement, the Class Representative need not submit a Claim Form. The Parties deem the Class Representative to be an Approved Claimant, and she shall receive her Settlement Payment, along with any Service Award awarded by the Court, without submission of a Claim Form to the Claims Administrator.

6.9 The Claims Administrator shall be bound by the terms of this Settlement Agreement. In the event that an issue arises that the Claims Administrator must resolve that is not specifically addressed in the Settlement Agreement or is ambiguously addressed, the Claims Administrator shall report to the Parties' Counsel for guidance.

6.10 Objections To Settlement. Any Settlement Class Member may object to the Settlement Agreement. To do so, they must send a written objection to the Claims Administrator by no later than the Claims Deadline. The written objection must state each specific reason in support of the objection, any legal support for each objection, and whether the objector wishes to be heard at the Final Approval Hearing. If the objector was an employee of a Papa John's restaurant owned by Defendants during the Class Period, the written objection must also state the case name and docket number, the objector's full name and address, and the calendar year(s) and location(s) during which the objector worked for Defendants. If the objector was a franchisee employee during the Class Period, the written objection must also state the case name and docket number, the objector's full name, address and telephone number(s), the name of his or her franchisee employer (if known to the objector), the address(es) of the restaurant where he or she worked, and the dates that he or she worked at such restaurant(s). To be effective, any written objections must be postmarked no later than the Claims Deadline. A Settlement Class Member who fails to file and serve 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 Agreement. The Claims Administrator shall promptly notify and send a copy of any objection to Defendants' Counsel and Class Counsel.

6.11 Reporting Requirements. No later than fourteen (14) calendar days following the Claims Deadline, the Claims Administrator shall prepare and tender a report to Class Counsel and Defendants' Counsel containing the following information: (i) the name and last-known address (as updated through the claims administration process) of each Approved Claimant; (ii) the name, last-known address, and last-known telephone number of each Class Member who

submitted a valid Request for Exclusion; and (iii) the overall percentage of Class Members who objected and/or who submitted a Request for Exclusion. For each Approved Claimant, the report shall further provide: (a) the Approved Claimant's Total Approved Claimant Compensation; (b) the estimated settlement share to which the Approved Claimant is entitled based on the Allocation Formula; and (c) the amount of Settlement Payment the Approved Claimant will be paid based on the re-distribution of the Net Settlement Fund up to 25% of the Approved Claimant's Total Approved Claimant Compensation.

6.12 Mailing Of Settlement Payments To Approved Claimants. No earlier than thirty-five (35) days following the Effective Date, the Claims Administrator shall transmit Settlement Payments electronically where practicable, and if electronic payment is not possible or not preferred, mail a Settlement Payment check to each Approved Claimant at his or her last-known address. In the event that any Settlement Payment check is returned to the Claims Administrator as undeliverable, the Claims Administrator will use reasonable efforts to locate a current address for the Approved Claimant, and if a current address is found, then cause the check to be re-mailed.

6.13 CAFA Notice. Pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, Defendants, at their own cost, in conjunction with the Claims Administrator, will notify the appropriate governmental authorities and provide documents and information to the appropriate governmental authorities pursuant to Section 1715.

6.14 Payments To Class Counsel. The Claims Administrator shall pay to Class Counsel from the Gross Settlement Fund the portion of attorneys' fees and litigation expenses that are awarded by the Court on the Effective Date.

6.15 Payment Of Service Award. The Claims Administrator shall pay the Service Award to the Class Representative awarded by the Court out of the Gross Settlement Fund on the Effective Date.

7. REQUESTS FOR EXCLUSION

7.1 Any Class Member may exclude himself or herself from the Settlement Agreement. To do so, they must send a written Request for Exclusion to the Claims Administrator no later than the Claims Deadline. The written Request for Exclusion must state:

“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 Franchisee Employee Antitrust Litigation*, Case No. 3:18-CV-00825 (W.D. Ky.).”

If the requester was an employee of a Papa John’s restaurant owned by Defendants during the Class Period, the written Request for Exclusion must also state the case name and docket number, the objector’s full name and address, and the calendar year(s) and location(s) during which the objector worked for Defendants. If the requester was a franchisee employee during the Class Period, the written Request for Exclusion must also state the case name and docket number, the objector’s full name, address and telephone number(s), the name of his or her franchisee employer (if known), the address(es) of the restaurant where he or she worked, and the dates that he or she worked at such restaurant(s).

7.2 A Request for Exclusion must be postmarked no later than the Claims Deadline to be valid. If the Request for Exclusion is sent from within the United States, it must be sent through United States Postal Service via first class delivery. No Class Member may exclude

themselves by a communication made by telephone, fax, or email. 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 Agreement and the Final Approval Order, if the Settlement Agreement is approved by the Court, regardless of whether he or she has objected to the Settlement Agreement.

7.3 The written Request for Exclusion must be personally signed by the Class Member who seeks to exclude himself or herself from the Settlement Agreement. No Request for Exclusion may be made on behalf of any group of Class Members.

7.4 Any Class Member who submits a timely and valid Request for Exclusion shall not (i) be bound by any orders or judgments entered in this Action; (ii) be entitled to benefits or relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to the Settlement Agreement or appeal from any order of the Court entered in this Action.

7.5 Upon receipt of a Request for Exclusion, the Claims Administrator shall promptly notify and send a copy of the Request for Exclusion to Defendants' Counsel and Class Counsel. If a Class Member submits both a timely Claim Form and a timely Request for Exclusion, the Claims Administrator shall promptly notify and send copies of the Claim Form and the Request for Exclusion to Defendants' Counsel and Class Counsel, and will attempt to contact that individual to ascertain his or her intent. If those efforts are unsuccessful, whichever document was mailed or submitted later will govern, and if both documents were submitted simultaneously, or the sequence of mailing and submission cannot be determined, then the Claim Form shall govern.

8. CLAIMS ADMINISTRATOR

8.1 The Claims Administrator shall be A.B. Data, provided, however, Class Counsel shall have the right to select or substitute a different Claims Administrator at their discretion if needed. The Claims Administrator shall be responsible for sending the direct notice discussed above; setting up and managing the Settlement website; receiving and logging the Claim Forms, Objections, and Requests for Exclusion; determining Settlement Class Members eligible for monetary relief; calculating Settlement Payments to Approved Claimants based on the Allocation Formula; researching and updating addresses through skip-trace and similar means; reporting on status of the administration of the Settlement Agreement to the Parties, including the percentage of Class Members reached through direct notice methods (email and postcard); preparing a declaration regarding its due diligence in the claims administration process; providing the Parties with all necessary data; setting up, administering, and making payments from the Gross Settlement Fund; distributing Settlement Payments in accordance with the terms of this Settlement Agreement; and performing such additional duties as the Parties may mutually direct.

8.2 All disputes relating to the Claims Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by this Settlement Agreement have been fully carried out.

8.3 The Administrative Costs will be paid out of the Gross Settlement Fund, and shall include all costs, including the Claims Administrator's fee and costs, necessary to administer the Settlement Agreement.

8.4 The actions of the Claims Administrator shall be governed by the terms of the Settlement Agreement. Class Counsel and Defendants' Counsel may provide relevant information and guidance as needed by the Claims Administrator with notice and copies to one another but without notice or copies to the Settlement Class Members or the Court, unless requested by the Court.

9. SERVICE AWARD

9.1 Class Counsel shall request that the Court approve a Service Award of no more than \$5,000 to be paid to the Class Representative from the Gross Settlement Fund as a class representative service award payment and for resolution and release of the Class Representative's claims against Defendants in this Action and any claims against Defendants or Released Parties arising out of or relating to her employment at a Papa John's franchise, as set forth more fully herein. Any Service Award shall be subject to the Court's approval.

9.2 The Parties agree that the Service Award is in addition to the Class Representative's Settlement Payment to which she is entitled as a Settlement Class Member per the terms of this Settlement Agreement.

9.3 The Claims Administrator shall report the Service Award to the appropriate taxing authorities as non-wage income on an IRS Form 1099 and issue appropriate tax forms to the Class Representative reflecting the Service Award. Other than any reporting of this payment as required by this Settlement Agreement or law, which the Claims Administrator shall make, the Class Representative receiving a Service Award shall be solely responsible for the reporting and payment of any federal, state, and/or local income or other form of tax on any payment made

pursuant to this Section. Any amounts not awarded by the Court shall be distributed pursuant to the terms of this Settlement Agreement.

9.4 To the extent the Court approves a Service Award in an amount less than the request, the difference between the requested and awarded amount shall be added to the amount of the Net Settlement Fund that has been set aside to make Settlement Payments to the Settlement Class Members. The Parties agree that regardless of any action taken by the Court with respect to such Service Award, the validity of the underlying Settlement Agreement shall not be affected.

10. ATTORNEYS' FEES AND COSTS

10.1 No later than seventy-five (75) days following the Preliminary Approval Date, Class Counsel will move the Court for an award of attorneys' fees and costs not to exceed twenty-five percent (25%) of the Gross Settlement Fund. Defendants shall take no position on Class Counsel's petition for attorneys' fees and costs in that amount. Class Counsel agrees to accept whatever fee award the Court orders, even if it is less than twenty-five percent (25%) of the Gross Settlement Fund. The Parties agree that the attorneys' fees and costs awarded by the Court shall be paid out of the Gross Settlement Fund.

10.3 The Class Representative and Class Counsel understand and agree that any fee payments made under this Agreement will be the full, final, and complete payment of all attorneys' fees and costs arising from or relating to the representation of the Class Representative and Class Members in the Action and any other attorneys' fees and costs associated with the investigation, discovery, and/or prosecution of this Action. As an inducement for Defendants to enter into this Agreement, and as a material condition thereof, the Class Representative and Class Counsel hereby irrevocably and unconditionally release, acquit, and forever discharge any claim

they may have against the Released Parties for attorneys' fees or costs arising from or relating to the individuals and matters identified in this Settlement Agreement. As further inducement for Defendants to enter into this Settlement Agreement, and as a material condition thereof, the Class Representative and Class Counsel warrant and represent that they will not, nor will any of their employees, agents, or representatives of their firms, file any claims for attorneys' fees or costs, including but not limited to bills of costs or requests for attorneys' fees, for any fees and/or costs arising out of the Action, and the Class Representative and Class Counsel hereby irrevocably and unconditionally release, acquit, and forever discharge the Released Parties of any liability for such fees and/or costs. Furthermore, the Class Representative and Class Counsel represent and warrant that no attorney, other than Class Counsel, has any attorneys' fee lien on or claim to any proceeds arising out of, by virtue of, or in connection with the Action, and that the terms of this Settlement Agreement shall fully satisfy any and all claims by any attorney arising out of or by virtue of or in connection with the Action.

10.4 Nothing herein shall preclude the Class Representative from appealing the allocation of Class Counsel's fees, costs, and/or Service Award, should the sum awarded by the Court fall below that requested. The Parties agree that regardless of any action taken by the Court with respect to the request for an award of attorneys' fees and expenses, the validity of the underlying Settlement Agreement shall not be affected.

11. RELEASE BY THE CLASS REPRESENTATIVE

11.1 The Class Representative releases and forever discharges all claims raised in the Action and all claims, obligations, demands, actions, rights, causes of action, and liabilities of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, that were asserted, or that might have been asserted against the

Released Parties (“General Release”). In exchange for providing this General Release, Defendants shall pay the Class Representative her Service Award payment awarded by the Court. Upon entry of the Final Approval Order, and notwithstanding the fact that she has not executed a release, the Class Representative shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled and released any and all claims covered by the General Release, for herself and her respective agents, heirs, predecessors, successors, assigns, representatives and attorneys, and she does hereby mutually waive, release, acquit, and forever discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances and causes of action of whatever nature, whether known or unknown, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance that may lawfully be waived.

12. RELEASE BY SETTLEMENT CLASS MEMBERS

12.1 Upon entry of the Final Approval Order, the Settlement Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to release and forever discharge 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 Action or that arose out of or relate to the facts, acts, transactions, occurrences, events, or omissions alleged in the Action, including but not limited to any and all claims, known and

unknown, for (i) violation of the Sherman Antitrust Act and (ii) wage suppression related to the No-Poach Provision contained in the Papa John's franchise agreement. Settlement Class Members may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Action. However, upon entry of the Final Approval Order, and notwithstanding the fact that they have not executed a release, all Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled and released any and all of the claims released herein.

13. MISCELLANEOUS PROVISIONS

13.1 Governing Law. The laws of the State of Kentucky govern this Settlement Agreement, without regard to conflict-of-laws principles.

13.2 No Admission Of Liability. The Parties agree that this Settlement Agreement shall not in any way be construed as an admission by Defendants that they acted wrongfully with respect to the Class Representative or Class Members collectively or individually or to any other person, or that those individuals have any rights whatsoever against Defendants or that this matter is suitable for class action treatment. Defendants specifically disclaim any liability to or wrongful acts against the Class Representative and/or the Class Members or any other person, on the part of Defendants and their predecessors, successors and assigns, their current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities, and their current and former officers, directors, shareholders, employees, agents, and representatives. Furthermore, the Parties agree that this Settlement Agreement does not constitute an adjudication of the merits of the Action or any other matters released in this Settlement Agreement.

Accordingly, the Parties agree that this Settlement Agreement shall not serve or be construed as evidence that Defendants or the Released Parties have engaged in any wrongdoing.

13.3 Evidentiary Preclusion. This Settlement Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except in an action or proceeding to approve, interpret, or enforce its terms. Notwithstanding the foregoing, in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, the Released Parties may file this Settlement Agreement in any action or proceeding that may be brought against them.

13.4 Parties' Authority. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to its terms and conditions.

13.5 Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

13.6 Data Reasonably Accurate. The computation of Settlement Payments to Settlement Class Members will be based on the data supplied by Defendants. Defendants represent that, to the best of their knowledge and belief, all data supplied reflects the data that is actually recorded in Defendants' and their franchisees' payroll and/or point-of-sale systems. The Parties agree that this data is reasonably accurate and sufficient to fulfill the Parties' obligations under this Settlement Agreement.

13.7 Confidentiality And Publicity. The Parties agree that prior to the public court docket filing of the motion for preliminary approval, they will keep all terms of the Settlement confidential, unless and to the extent they otherwise agree to any disclosure. The Parties acknowledge having previously agreed to certain disclosures in conjunction with the filing of Papa John's International, Inc.'s Form 10-Q with the United States Securities and Exchange Commission and other financial reporting activities associated therewith. With respect to the terms of this Settlement, Class Counsel agrees not to make any statements or post on their website or in social media anything inconsistent with the class notice. The Parties also agree on a joint media statement to be used to respond to any third-party inquiries about the settlement upon or after the filing of the motion to approve the Settlement and on the date of the appropriate forum's ultimate approval of the Settlement or thereafter. To any such inquiry, they will respond that: "Based on the facts and circumstances of the case and in light of the inherent risks and costs associated with ongoing litigation, the parties mutually agreed to settle the lawsuit, subject to Court approval. The settlement does not include any admission by the Defendants of wrongdoing or liability nor does it include any admissions by Plaintiff that her claim lacked merit. Defendants continue to deny all claims asserted in the lawsuit." The Class Representative and Class Counsel agree that they will not circumvent this Agreement by facilitating or

encouraging any actual or putative Settlement Class Member to do what the Class Representative and Class Counsel have agreed not to do in this paragraph. The Parties agree that the terms of this paragraph are subject to their counsels' reasonable interpretations of their ethical obligations, and that the Parties are not hereby agreeing to any terms that would cause any Parties' counsel to violate those ethical obligations.

Nothing in this Section shall prevent the Parties from discussing the Settlement privately with any of the following: one another; the Court; Class Counsel; their attorneys, key business personnel (including affiliates), tax consultants, and spouses; or government agencies as necessary for reporting obligations.

13.8 Fair, Adequate, And Reasonable Settlement. The Parties agree that the Settlement Agreement is fair, adequate, and reasonable, and a fair and reasonable resolution of a *bona fide* dispute among the parties, and will so represent to the Court.

13.9 Terminating The Settlement Agreement. Should the Court not approve the Settlement Agreement, or should the Court not approve and enter the Preliminary Approval Order (or enter it in a form that has any changes by the Court that either of the Parties deems material), the terms of this Settlement Agreement will be null and void, the Parties will retain all rights and defenses in this action, and all negotiations and information and materials pertaining in any way to this Settlement Agreement or the settlement of this action will be inadmissible. In such an event, the Parties agree in good faith to negotiate about appropriate revisions and re-submit for the Court's approval. In the event this settlement is never approved by the Court, the Parties will retain all rights and defenses in this action, and all negotiations and information and materials pertaining in any way to this Action or the settlement of the Action will be inadmissible.

13.10 Blow Up Provision. The Parties agree that if more than six percent (6%) of the Class Members exercise their right to opt out of the Settlement and submit a valid and timely Request for Exclusion, Defendants will have the unilateral right to declare the Settlement void in its entirety upon notice to Class Counsel.

13.11 Interdependence Of Monetary And Non-Monetary Terms. The Parties agree that all terms of this Settlement Agreement are conditional upon, interdependent with, and inextricably intertwined with each other, including but not limited to all terms of monetary and non-monetary relief.

13.12 No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged in this Settlement Agreement.

13.13 Enforcement Action. In the event any Party institutes any legal action or other proceeding to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees and costs, including expert witness fees.

13.14 Communications. Unless otherwise specifically provided, all notices, demands or other communications given under this Settlement Agreement shall be in writing and shall be deemed received on the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

a. To Class Counsel:

Lin Y. Chan
Lief Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

lchan@lchb.com

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dyb@mccunewright.com

Walter W. Noss
Scott+Scott Attorneys at Law LLP
600 West Broadway, Suite 3300
San Diego, CA 92101
wnoss@scott-scott.com

- b. To Counsel for Defendants: Gerald L. Maatman, Jr. Seyfarth Shaw, LLP, 233 South Wacker Drive, Suite 8000, Chicago, IL 60606; Telephone: (312) 460-5000; Facsimile: (312) 460-7000.

13.15 Construction. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that the Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his/her or its counsel participated in the drafting of this Settlement Agreement.

13.16 Captions And Interpretations. Paragraph titles or captions contained in this Settlement Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions.

13.17 Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties and approved by the Court. This

Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties and approved by the Court.

13.18 Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Settlement Agreement. No rights under this Settlement Agreement may be waived except in writing.

13.19 Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, assigns, guardians, conservators, and court-appointed representatives.

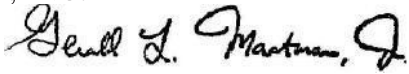
13.20 Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement.

13.21 Retention Of Jurisdiction. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to the jurisdiction of the Court for the purposes of implementing and enforcing the terms of this Settlement Agreement.

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Dated: 7/11/, 2022

DEFENDANTS PAPA JOHN'S
INTERNATIONAL, INC. AND PAPA JOHN'S
USA, INC.

By: 

Gerald L. Maatman, Jr.
Counsel for Defendants Papa John's
International, Inc. and Papa John's USA, Inc.

Dated: 7/11/2022, 2022

DEFENDANTS PAPA JOHN'S
INTERNATIONAL INC. AND PAPA JOHN'S
USA, INC.

DocuSigned by:
By: 
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Robert Lynch
President and CEO of Defendants Papa
John's International, Inc. and Papa John's
USA, Inc.

Dated: June 29, 2022

CLASS COUNSEL

By: 

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Co-Lead Counsel for Class Representative

Dated: 06/30/22 | 8:44 AM PDT
_____, 2022

CLASS REPRESENTATIVE ASHLEY PAGE

By: 
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Ashley Page