

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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WILLIAM DURLING, MICHAEL MORRIS, :
JAMES MORTON, JR., RICHARD SOBOL, :
MUHAMMAD SULTAN and TOM WOLFF : Case No. 7:16 Civ. 03592
for themselves and all others similarly situated, :
 : Class/Collective Action
Plaintiff, :
 :
- against - :
 :
PAPA JOHN'S INTERNATIONAL, INC., :
 :
Defendant. :
 :
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NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT

If you have been employed as a delivery driver at a corporate-owned Papa John's Store or jointly owned Papa John's Store where Papa John's International, Inc. (or a subsidiary thereof) is the majority owner, during the dates defined below, you may be entitled to a payment from a Class and Collective Action Settlement. Please read this notice carefully.

A federal court authorized this notice. You are not being sued.

Your legal rights may be affected.

I. Background of the Case

On May 13, 2016, Plaintiffs William Durling, Chris Bellaspica, Michael Morris, James Morton, Jr., and Tom Wolff filed a Complaint in the U.S. District Court for the Southern District of New York against Defendant asserting claims under the Fair Labor Standards Act on behalf of members of a potential collective action and claims under the New York Labor Law, N.Y. Lab. Law, Art. 19 § 650 et seq., the Pennsylvania Minimum Wage Act of 1968, 43 P.S. §§ 333.101, et seq., the New Jersey Wage and Hour Law, N.J.S.A. 34:11-6a, et seq. and the Delaware Minimum Wage Act, 19 Del. C. § 901 et seq., on behalf of members of possible class actions. This case is entitled *Durling, William, et al. v. Papa John's International Inc.*, No. 16 Civ. 3592 (S.D.N.Y.), referred to herein as the "*Durling* Litigation."

On February 12, 2019, Plaintiffs Amanda Hubbard, Joshua Boyland, Edgar Bustamante, Milton Dearry, Aaron Nelson, Jacob Pontow, and Renard Webb filed *Hubbard, et al. v. Papa John's International Inc.*, No. 19-CV-00022 in the U.S. District Court for the Western District of Kentucky on behalf of possible classes, referred to herein as the "*Hubbard* Litigation."

To effectuate this Settlement, the claims asserted in the Complaint in the *Durling* case were amended to include the claims asserted in the *Hubbard* case. This settlement (the “Settlement”) represents a compromise and settlement of highly disputed claims in the Class Action Litigation and the Collective Action Litigation. Defendant denies all the claims asserted in the Class Action Litigation and the Collective Action Litigation, denies any and all liability or wrongdoing of any kind associated with any of the facts or claims alleged in the Class Action Litigation and the Collective Action Litigation, and makes no concessions or admissions of wrongdoing or liability of any kind whatsoever.

II. Summary of the Settlement

1. Who is included in the Settlement?

If you are receiving this Notice of the Class Action Settlement you are: (1) an Opt-in Plaintiff who previously submitted a Consent to Join in *Durling, William, et al. v. Papa John’s International Inc.*, No. 16 Civ. 3592 (S.D.N.Y.); and/or (2) a Class Member and are therefore entitled to participate in the Settlement provided that you worked at a Papa John’s corporate-owned location as a delivery driver in Colorado at any time between February 12, 2016 and October 3, 2022; in Florida at any time between February 12, 2014 and October 3, 2022; in Illinois at any time between February 12, 2009 and October 3, 2022; in Kentucky at any time between February 12, 2014 and October 3, 2022; in Maryland at any time between February 12, 2016 and October 3, 2022; in Minnesota at any time between February 12, 2013 and October 3, 2022; or in Missouri at any time between February 12, 2014 and October 3, 2022.

2. What may you be entitled to receive in the Settlement?

Defendant has agreed to pay a total of up to \$20 million (the “Gross Settlement Fund”) to settle the Class Action Litigation and the Collective Action Litigation. If you timely and properly complete and return the Claim Form, as described in Section 4 below, you will be eligible to receive a specified share of the Gross Settlement Fund, less certain deductions described below in Sections V, VI, and IX. Amounts that are not claimed by Class Members and are not necessary to cover expenses and fees associated with the Class Action Litigation and the Collective Action Litigation and/or the Settlement will be returned to Defendant. The remaining amount (the “Net Settlement Fund”) will be distributed according to the formula set forth in the Settlement Agreement, which takes into account your number of pay periods. **The average settlement award is \$258.77.**

3. Will you get paid?

You will be paid your Settlement Payment ONLY if you complete the attached Claim Form, timely return the attached Claim Form, and after final Court approval of the Settlement and all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement.

You must deposit your Settlement Payment no later than 150 days after it is mailed to you.

4. How can you get a payment?

The Claim Form is attached to this notice. The Claim Form must be returned by mail in the enclosed self-addressed postage paid envelope, mailed to the Claims' Administrator's address below in another envelope, or submitted through the website, www.pizzadeliverydriversettlement.com. In order to receive a payment, you must complete and sign the Claim Form and submit the Claim Form so that it is postmarked or otherwise received by the Claims Administrator no later than June 20, 2023. If you misplace the enclosed envelope, you can mail your Claim Form to the following address:

Durling v. Papa John's Settlement
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

5. What claims are being released?

If you do not exclude yourself from the Settlement as described in Paragraph IV below, you will release, on behalf of yourself and each of your heirs, representatives, successors, assigns, and attorneys, Defendant and the Released Parties from any and all suits, actions, causes of action, claims, or demands for unpaid wages (including overtime wages), damages, reimbursements, unpaid advances, civil and/or statutory penalties, liquidated damages, punitive damages, multiple damages, interest, attorneys' fees, litigation costs, restitution, and/or equitable relief for any and all claims that were or could have been asserted in *Hubbard, et al. v. Papa John's International Inc.*, No. 19-CV-00022 (W.D. Ky.) (the "*Hubbard* Litigation") that are based on or arise out of the facts alleged in any version of the complaints filed in the *Hubbard* Litigation, including without limitation, any claims for alleged failure to maintain required business records related to employees' vehicle expenses or vehicle expense reimbursements, failure to reimburse vehicle expenses, pay minimum wage or overtime wages, unlawful deductions, unlawful withholdings, wage notice violations, wage statement violations, failure to pay all wages due upon termination of employment, or tip misappropriation, any claim for liquidated or multiple damages, penalties, restitution, interest, attorneys' fees or costs, declaratory relief, equitable relief, or injunctive relief for any such claims, under the laws of the states of Colorado, Illinois, Florida, Kentucky, Missouri, Minnesota, and Maryland (to the extent you worked for Defendant's corporate stores in those states) during the time period covered by the settlement.

In addition, you will release, on behalf of yourself and each of your heirs, representatives, successors, assigns, and attorneys, fully and finally released and discharged Defendant, its divisions, subsidiaries, affiliates, sibling entities, investors, predecessors, and successors, and each of their current and former owners, stockholders, directors, officers, members, fiduciaries, employees, attorneys, representatives, and agents from any and all claims that were or could have been asserted in *Durling, William, et al. v. Papa John's International Inc.*, No. 16 Civ. 3592 (S.D.N.Y.) (the "*Durling* Litigation") that are based on or arise out of the facts alleged in any version of the complaints filed in the *Durling* Litigation, including without limitation any claims under the Fair Labor Standards Act, including, but not limited to any claims for alleged failure to maintain required business records related to employees' vehicle expenses or vehicle expense reimbursements, failure to reimburse vehicle expenses, pay minimum wage or overtime wages,

unlawful deductions, unlawful withholdings, wage notice violations, wage statement violations, failure to pay all wages due upon termination of employment, or tip misappropriation, and any claim for liquidated or multiple damages, penalties, restitution, interest, attorneys' fees or costs, declaratory relief, equitable relief, or injunctive relief for any such claims during the time period covered by the settlement.

III. Objecting to the Settlement

You may tell the Court that you do not like the Settlement or some aspect of the Settlement. To object, you must send a letter via U.S. Mail containing the words "I object to the Papa John's delivery driver settlement" and setting forth the reasons for the objection. Your objection must also contain: (1) a notice of intent to appear at the Final Fairness Hearing, if you intend to appear; (2) a statement of the objection(s) being asserted and a description of the basis for the objection(s); (3) your full name, address, and the calendar years during which you performed work for Papa John's as a delivery driver; (4) a list of any witnesses who you will call at the Fairness Hearing, if you intend to call witnesses; and (5) copies of all exhibits you intend to offer at the Fairness Hearing, if you intend to offer exhibits. **To object, you must (i) mail a written notice of objection to:**

Clerk of Court
United States District Court for the Southern District of New York
The Hon. Charles L. Briant Jr. Federal Building and United States Courthouse
300 Quarropas St.
White Plains, NY 10601-4150

AND (ii) mail copies of your notice of objection to:

CLASS COUNSEL
Jeremiah Frei-Pearson
Finkelstein, Blankinship, Frei-Pearson
& Garber, LLP
1 North Broadway, Suite 900
White Plains, New York 10601
Telephone: (844) 552-6252

DEFENDANTS' COUNSEL
Gerald L. Maatman, Jr.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, IL 60603-3433
Telephone: (312) 499-6700

Your letters must be postmarked no later than **June 20, 2023**.

If you fail to file and serve a written statement of objection in the manner described above by the specified deadline, you will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

IV. Excluding Yourself from the Settlement

If you want to retain the right to sue or continue to sue Defendant on your own about legal issues related to this case, then you must exclude yourself from the Class. 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 written letter requesting exclusion from the Class and Collective Action Settlement (“Request for Exclusion”), which states: “I exclude myself from the Papa John’s delivery driver settlement. I affirm that I was an employee of Papa John’s.” The Request for Exclusion must include your full name, address, and telephone number, and must be personally signed. If you fail to mail a Request for Exclusion in this manner and by the deadline specified below, you will be bound by all terms and conditions of the Settlement and the Final Judgment, if the Settlement is approved by the Court, regardless of whether you requested to be excluded. An incomplete or unsigned Request for Exclusion will be deemed invalid.

To request exclusion, you must mail a written notice of exclusion to:

Durling v. Papa John’s Settlement
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

Your letters must be postmarked no later than **June 20, 2023**.

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

V. Service Payments

Subject to Court approval, for their services on behalf of the Class and in exchange for executing a waiver and release of claims, the Named Plaintiffs will receive a payment of \$5,000 and other individuals will receive a payment of \$1,000 for being deposed.

VI. Attorneys’ Fees and Costs

The Court has appointed the law firms of Finklestein, Blankinship, Frei-Pearson, and Garber, LLP and Weinhaus & Potashnick as Class Counsel in this matter. Class Counsel will seek approval from the Court for payment of attorneys’ fees of one-third of the Gross Settlement Fund, and reimbursement for their out-of-pocket costs reasonably incurred in the Class Action Litigation and the Collective Action Litigation, which, if approved by the Court, will be paid out of the Gross Settlement Fund. Class Counsel believes the amounts for attorneys’ fees and costs requested are fair and reasonable, and Defendant will not oppose a request for fees up to one-third of the Gross Settlement Fund, plus costs, consistent with applicable law.

VII. Tax Treatment

For tax purposes, 75% of your individual settlement payment will be considered reimbursement of self-paid business expenses related to the use of your vehicles and no taxes or payroll shall be withheld from those payments. The remaining 25% of your individual settlement payment will be considered liquidated damages and interest subject to 1099 reporting as non-wage income. You are ultimately responsible for the appropriate payment of any of your taxes on the payments you receive.

You acknowledge that Defendant has made no representations whatsoever as to the

taxability of the Settlement Funds that may be paid under the Settlement Agreement. This notice does not constitute tax advice. You should speak to a tax advisor as to any questions you may have about the tax treatment of your settlement payment. If you are presently a party to an individual bankruptcy proceeding, it may be necessary for you to advise the trustee of this settlement.

VIII. The Support of the Settlement By Plaintiffs and Class Counsel

The Named Plaintiffs and Class Counsel support the Settlement. Class Counsel believes this Settlement to be a good result for the Opt-in Plaintiffs and Class Members, 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, including appeals. Based on Class Counsel's experience litigating similar cases, Class Counsel believes that further proceedings in this case would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

IX. Administration of the Settlement

The Court has appointed RG/2 Claims Administration to act as the Claims Administrator. The Claims Administrator's fees and expenses will be paid from the Gross Settlement Fund.

X. The Final Approval Hearing

The Court will hold a Final Approval Hearing on July 27, 2023 in Courtroom 621, United States District Court for the Southern District of New York, The Hon. Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas St., White Plains, NY 10601-4150 at 10:15 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

XI. 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 Southern District of New York. The pleadings and other records in the Class and Collective Action Litigation, including the Settlement Agreement, may be examined at any time during regular business hours at the Court. If you have questions about the settlement administration process, you can contact the Claims Administrator at:

Durling v. Papa John's Settlement
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Toll-Free: (866) 742-4955
Email: pizzadeliverydriversettlement@rg2claims.com
Website: www.pizzadeliverydriversettlement.com

If you have additional questions, you can contact Class Counsel as follows:

Jeremiah Frei-Pearson	Mark Potashnick
FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER LLP	WEINHAUS & POTASHNICK
One North Broadway, Suite 900 White Plains, NY 10601 (844) 552-6252 jfrei-pearson@fbfglaw.com	11500 Olive Blvd, Suite 133 St. Louis, MO 63141 (844) 552-6252 markp@wp-attorneys.com

Please do not telephone the court, defendant, or defendant's counsel for information regarding the settlement, your legal rights or the claim process.