

**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-JHM-RSE
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**DEFENDANTS’ MOTION TO COMPEL ARBITRATION
AND DISMISS CLAIMS OF JAMIAH GREER**

Defendants Papa John’s International, Inc. and Papa John’s USA, Inc. (collectively, “Papa John’s,” and hereinafter referred to in the singular tense) hereby moves this Honorable Court, pursuant to the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 *et seq.*, for an order compelling named Plaintiff Jamiah Greer (“Greer”) to arbitrate the claims asserted in the Consolidated Amended Complaint (“CAC”) on an individual, bilateral basis. In support of this motion, Papa John’s states as follows:

1. Plaintiff Greer signed an Arbitration Agreement with Papa John’s on July 18, 2017.
2. The Arbitration Agreement signed by the Greer provided that “all claims, disputes or controversies arising out of or relating to your employment with Papa John’s” were to be arbitrated.
3. A memorandum setting forth the grounds for Papa John’s motion, along with the Declaration of Brandi Greene in support of this motion, is filed with and in support of this motion.

WHEREFORE, for the foregoing reasons and the reasons explained in Defendants’ concurrently-filed brief, the Court should dismiss the Claims in the CAC as to Greer; compel

Greer to arbitrate his claims on an individual, bilateral basis; or for any further relief deemed just.

DATED: April 5, 2019

Respectfully submitted,

PAPA JOHN'S INTERNATIONAL, INC. and
PAPA JOHN'S USA, INC.

By: s/ Gerald L. Maatman, Jr.
One of Their Attorneys

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*Counsel for Defendants Papa John's International, Inc. and
Papa John's USA, Inc.*

EXHIBIT 1

Arbitration Agreement

You and Papa John's* (collectively, the "Parties") (For the purposes of the scope of the obligation to arbitrate, which shall be construed broadly, "Papa John's" shall include Papa John's International, Inc. and Papa John's USA, Inc., all of their affiliates, joint ventures, and subsidiaries, and any successors, and any alleged joint employers, as well as their respective officers, directors, managers, supervisors and current and former employees) recognize that differences may arise between the Parties that cannot be resolved without the assistance of an outside party. The Parties agree to resolve any and all claims, disputes or controversies arising out of or relating to your employment with Papa John's ("Covered Claims"), exclusively by final and binding arbitration to be administered by a neutral dispute resolution agency agreed upon by the Parties at the time of the dispute. This includes claims relating to, if applicable, termination from employment with Papa John's. You and Papa John's agree that this Arbitration Agreement (this "Agreement") shall be enforceable pursuant to and interpreted in accordance with the provisions of the Federal Arbitration Act ("FAA") and that the Parties are subject to the FAA. This Agreement is a binding contract between you and Papa John's, and, except as provided below, you and Papa John's voluntarily waive any right to a trial in court before a judge or jury on any claims between you and Papa John's.

Unless otherwise agreed at the time of the dispute, any claims, disputes or controversies covered by this Agreement shall be submitted for resolution by a neutral arbitrator ("Arbitrator"), to be mutually selected by the Parties from a list provided by the American Arbitration Association, with such resolution to be made pursuant to that organization's then-current Employment Arbitration Rules and Mediation Procedures ("Rules"). Copies of AAA's Rules are available on AAA's website (www.adr.org). The Rules will govern the allocation of costs between the Parties and the course of proceedings unless otherwise agreed. The arbitrator shall have the authority to grant any remedy or relief that the arbitrator deems just and equitable and which is authorized by and consistent with applicable law, including applicable statutory or other limitations on damages. The Arbitrator shall not have the authority to add to, amend, or modify existing law or to alter the at-will status of the relationship between the Parties, and the Arbitrator shall follow the rules of law of the state which is your principal place of work, any applicable Federal law, and the rules as stated in this Agreement. The Arbitrator shall have the authority to consider and rule on dispositive motions such as motions to dismiss or motions for summary judgment in accordance with the standards and burdens generally applicable to such motions in federal district court, except that the Arbitrator may establish appropriate and less formal procedures for such motions at the Arbitrator's discretion consistent with the expedited nature of arbitration proceedings. The Arbitrator may issue subpoenas to compel the attendance of witnesses at the arbitration hearing and to compel the production of documents during discovery and shall do so upon reasonable request of either party.

Covered Claims include, but are not limited to claims for: unpaid wages, overtime, commissions or other compensation; discrimination or harassment on the basis of race, sex, age, national origin, religion, disability or any other unlawful basis; breach of contract or covenant (express or implied); unlawful retaliation; wrongful discharge; employment-related tort or common law claims such as defamation or negligence; claims arising under any statutes applicable to employees or the employment relationship, such as the Age Discrimination in Employment Act, the Family and Medical Leave Act, or the Fair Labor Standards Act; and any violation of any federal, state, or other governmental law, statute, regulation, or ordinance.

This Agreement does not cover claims relating to whistleblowers and/or unlawful retaliation arising under the Sarbanes-Oxley Act, claims for worker's compensation benefits, or to any claims for which this Agreement would be invalid as a matter of law ("Excluded Claims"). Claims arising from a welfare benefit plan, deferred compensation plan, 401(k) or pension plan, or any other qualified or non-qualified employee benefit plan, that provides for arbitration as part of its benefits determination or appeal process, are also Excluded Claims under this Agreement.

Nothing in this Agreement is intended to limit your right to file an administrative charge or otherwise seek relief from or cooperate with any administrative or government agencies such as the Equal Employment Opportunity Commission or the National Labor Relations Board, or from filing a workers' compensation or unemployment compensation claim with respect to the Covered Claims. However, you are giving up the opportunity to recover monetary amounts from any such governmental agency related claim (e.g., NLRB or EEOC) and would instead be able to pursue a claim for monetary amounts through arbitration. You also understand that if a third party seeks to have Papa John's garnish your wages, you may be subject to third-party garnishment proceedings in court, even though such a dispute concerns your wages. In the event you or Papa John's choose to pursue both Covered Claims and Excluded Claims, Covered Claims must be arbitrated and Excluded Claims must be litigated in court. In no event will Covered Claims be joined with Excluded Claims and litigated in court unless both parties agree.

This Agreement does not preclude either you or Papa John's from seeking emergency or temporary injunctive relief in a court of law in accordance with applicable law. This Agreement does not apply to claims pending as of the Effective Date. A party's seeking or obtaining such emergency relief shall not be considered a waiver of either party's right to arbitration under this Agreement. However, after the court has issued a ruling concerning the emergency or temporary injunctive relief, and after an Arbitrator has been duly appointed, you and Papa John's are required to submit the dispute to arbitration pursuant to this Agreement.

Arbitration must be initiated within the applicable statute of limitations or the claim will be waived. If you wish to initiate arbitration against Papa John's, you must send a completed Arbitration Request Form (available from human resources or the Company intranet) by certified mail to Attn: General Counsel, Papa John's International, Inc., 2002 Papa John's Blvd., Louisville, KY 40223. Papa John's must initiate arbitration pursuant to the method set forth in the AAA's Employment Arbitration Rules.

You and Papa John's agree to bring any dispute only in an individual capacity, not as a plaintiff or class member in any purported class, collective, or representative proceeding. The parties also agree that the Arbitrator in any dispute between them may not (i) consolidate more than one person's claims; (ii) participate in or facilitate notification of others of potential claims; (iii) arbitrate any form of a class, collective, or representative proceeding; and/or (iv) may not otherwise preside over any form of a representative, collective, or class proceeding. Provided, however, that if the Waiver of Class Action and Collective Action Claims is found to be unenforceable, then any claim brought on a class, collective, or representative action basis must be filed in a court of competent jurisdiction, and such court shall be the exclusive forum for such claims.

There may be cases where employees have already filed lawsuits seeking permission from the court to go forward on a class-wide basis for Covered Claims prior to the Effective Date for new employees or Signature Date for existing employees as defined below (a "Pending Class Action"). If you are already part of a Pending Class Action case that was previously filed in court and is currently pending, those specific cases are not covered by the Arbitration Agreement. You will not be involved in any Pending Class Action unless you fully complete and mail the required forms.

The Arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any contention that this Agreement is void or unenforceable; provided, however, that any question or dispute concerning the interpretation, application, enforcement, formation, or validity of the prohibition on any class, collective, representative or group actions shall be decided by a court of competent jurisdiction and not by the Arbitrator.

If any term or provision of this Agreement is deemed to be void or unenforceable, the remainder of this Agreement shall not be affected, and each remaining term or provision shall remain valid

and enforceable to the fullest extent permitted by law. The arbitrator and/or a reviewing court may sever or modify the offending provision to conform to applicable law consistent with the intent of the Parties; provided, however, that the Arbitrator shall not have the authority to sever or modify the prohibition on class, collective, or group actions. The terms of this Agreement shall survive the termination of your employment with Papa John's and the termination of Papa John's business or any part thereof. Except as may otherwise be required by law, the parties agree to keep confidential both the fact that any arbitration has or will take place between them, all facts related thereto, and any resolution thereunder.

Your employment and/or continued employment with Papa John's; acceptance of any wages, salary, promotion, increase, transfer, bonus, or other benefit of employment; and Papa John's mutual promise to follow the Agreement's provisions, including those governing mandatory, binding arbitration, each constitute consideration for the Agreement.

This Agreement shall apply to new employees effective February 9, 2017 ("Effective Date") and for any existing employees, on the date the Agreement is signed and/or the deadline for signing it as designated solely by Papa John's. This Agreement may be modified or terminated by Papa John's upon thirty (30) calendar day's written notice. Any modifications or termination shall be prospective only and shall not apply to any claims about which Papa John's has been notified or for which arbitration already has been requested pursuant to the procedures set forth in this Agreement.

This Agreement is not, and shall not be construed to create, a contract of employment, express or implied. Nor does this Agreement in any way alter the "at-will" status of your employment with Papa John's. Both you and Papa John's may terminate the employment relationship at any time, for any reason, with or without notice. You and Papa John's acknowledge that, by entering into this Agreement the Parties are waiving their rights to a judicial forum and a jury trial for the determination of any covered claims or disputes and are waiving any right to participate in any class or collective actions in which you are not already a party. This Agreement shall survive the termination of your employment and the expiration of any benefit plan.

This is the complete Agreement on the subject of arbitration of disputes, except for any arbitration agreement in connection with any pension or benefit plan. This Agreement supersedes any prior or contemporaneous oral or written understandings on the subject.

Questions? Please contact your human resources representative or the legal department.

You may also wish to consult an attorney regarding the terms of this Agreement.

By signing electronically below, and also by accepting or continuing employment after the Effective Date, you acknowledge that you have read this Agreement, have had the opportunity to discuss it with Papa John's or your own legal counsel, understand its terms, and agree to be bound by those terms as a condition of your employment with Papa John's.

Printed Name: **Greer, Jamiah Bethany**

Electronic Signature: **By UserID: 579786**

Date: **07/18/2017, 12:43:40 P.M.**