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U.S. DISTRICT COURT
N.D. OF ALABAMA

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA MIDDLE DIVISION

CYNTHIA PERRY, *individually and on behalf of all others similarly situated*,	)	
Plaintiff,	)	Case No. 4:25-cv-00521-CLM
v.	)	
ALATRADE FOODS, INC.,	)	
Defendant.	)	

DECLARATION OF J. GERARD STRANCH, IV IN SUPPORT OF PLAINTIFF'S MOTION FOR ATTORNEYS' FEES, GENERAL RELEASE PAYMENT TO NAMED PLAINTIFF, AND LITIGATION COSTS

I, J. Gerard Stranch, IV, declare as follows:

1. I am an attorney with Stranch, Jennings & Garvey, PLLC and serve as Class Counsel for Plaintiff Cynthia Perry and the Settlement Class in this action. I submit this Declaration in support of Plaintiff's Motion for Attorneys' Fees, General Release Payment to Named Plaintiff, and Litigation Costs. The matters stated herein are based upon my personal knowledge, my experience litigating class actions and WARN Act cases, and the events of this litigation.

2. This action arises under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101-2109 (the "WARN Act"), and concerns layoffs at Alatrade Foods, Inc.'s Phenix City, Alabama processing plant between February

and August 2025. The Settlement Agreement recites that approximately 242 employees, including Plaintiff, were laid off during that period.

3. Plaintiff filed this action on April 8, 2025, alleging that Alatrade failed to provide the advance notice required by the WARN Act and seeking damages and civil penalties to the fullest extent permitted by the WARN Act, as well as reasonable attorneys' fees. Alatrade answered on June 16, 2025, denying liability and class certification and asserting, among other defenses, the WARN Act's unforeseeable-business-circumstances and faltering-company exceptions and a good-faith defense.

4. The Parties filed a Joint Motion to Stay Deadlines on June 19, 2025, to pursue mediation, and the Court granted the motion. The Parties mediated before A. Lee Parks, Jr. on September 17, 2025. Following arm's-length negotiations, the Parties subsequently reached a class-wide settlement.

5. The Settlement Agreement establishes a $500,000 Settlement Fund to pay Settlement Class Members, Court-awarded Attorneys' Fees and Costs, any Court-approved payment to Plaintiff, and Settlement Administrator's Expenses. The Settlement Agreement further provides that Alatrade's share of payroll taxes on each settlement payment is paid outside the Settlement Fund.

6. The Settlement's allocation methodology is tied directly to the WARN Act's notice period. Payments from the Net Settlement Fund are allocated based on the number of days each employee was laid off after receiving less than the required

sixty days' notice, less days worked between notice and layoff, days worked upon recall, and the equivalent days of any severance paid upon layoff. In my opinion, this method reasonably links each Settlement Class Member's recovery to the WARN damages at issue in the litigation.

7. The Settlement Agreement permits Plaintiff's Counsel to seek attorneys' fees of up to one-third of the Settlement Fund, together with taxable and nontaxable costs. Plaintiff seeks $166,666.67 in attorneys' fees, representing one-third of the $500,000.00 Settlement Fund, and $3,794.40 in litigation costs. The Settlement Agreement provides that any Attorneys' Fees and Costs awarded by the Court are paid from the Settlement Fund.

8. Class Counsel undertook this litigation on a contingent basis and have not been paid for their time prosecuting the case. Counsel assumed the risk that they could devote substantial time and resources to the litigation without receiving any compensation if the claims were unsuccessful or no recovery was obtained for the Class. The time and resources required to investigate, prosecute, mediate, and resolve this action necessarily limited Class Counsel's ability to devote those same resources to other fee-generating matters.

9. Prior to and after filing this action, Class Counsel devoted substantial time to investigating the claims against Alatrade, researching and developing the legal theories at issue, evaluating Alatrade's asserted WARN Act defenses, preparing

for mediation, negotiating the Settlement Agreement, preparing preliminary-approval papers, and performing the work required to implement the settlement process and prepare the present fee application.

10. WARN Act class litigation presents significant factual and legal risks. Here, Alatrade denied liability and asserted the unforeseeable-business-circumstances and faltering-company exceptions, a good-faith defense, and class-certification defenses. If the case had not settled, the Parties faced the prospect of substantial fact and expert discovery, class-certification and summary-judgment motion practice, trial, post-trial proceedings, and potential appeals.

11. Class Counsel have substantial experience in complex litigation and WARN Act class actions and have litigated and resolved similar matters across the country. That experience informed counsel's evaluation of the claims, defenses, litigation risks, and the reasonableness of the negotiated Settlement.

12. Class Counsel's experience includes numerous WARN Act class actions, and counsel are actively litigating additional WARN Act matters. This experience provides substantial familiarity with the recurring claims, defenses, class-certification issues, damages questions, and settlement considerations presented in WARN Act litigation.

13. WARN Act cases such as this are inherently complex and can require an understanding of highly technical factual and legal issues. Prolonged litigation

may require substantial fact and expert discovery and the retention of experts in multiple areas, increasing both the expense of litigation and the risk borne by Class Counsel in undertaking the representation on a contingent basis.

14. Throughout this litigation, the Parties and their counsel have acted professionally, and the Settlement resulted from arm's-length negotiations rather than collusion. Class Counsel also have ample financial, time, and organizational resources to prosecute this matter and do not rely on outside litigation funding to do so.

15. Class Counsel have endeavored to prosecute this action efficiently, to avoid unnecessary duplication, and to limit expenses where reasonably possible. Class Counsel have maintained an ongoing professional relationship and regular communication with Plaintiff throughout the investigation, litigation, mediation, and settlement process. Counsel will continue to expend time communicating with Plaintiff and Settlement Class Members, addressing settlement administration, preparing for and attending final approval proceedings, and overseeing distribution of settlement benefits.

16. Class Counsel are well qualified to represent the Settlement Class and have achieved substantial recoveries in WARN Act matters across the country. Representative matters include *Lamotte v. Zachry Industrial, Inc.*, Case No. 24-03122 (Bankr. S.D. Tex.) (resulting in a recovery of $7,000,000); *Owens v. Carrier*

Corp., Case No. 2:08-2331-SHM (W.D. Tenn.) (resulting in a $2.1 million recovery on behalf of former employees after lead counsel obtained class certification of plaintiffs' WARN Act claims); *Robertson et al. v. DSE, Inc.*, Case No. 8:13-cv-1931-T-AEP (M.D. Fla.) (resulting in over $1 million for former employees at Florida and South Carolina manufacturing plants); *In re Sofa Express*, Case No. 07-924 (Bankr. M.D. Tenn.) (resulting in a $398,000 settlement on behalf of former employees); *Kizer v. Summit Partners*, Case No. 1:11-CV-38 (E.D. Tenn.) (resulting in a $275,000 settlement); *Laboy v. Technical Response, Inc.*, Case No. 3:24-cv-00368-KAC-JEM (E.D. Tenn.) (resulting in a $225,000 recovery); *Cartagenova v. PlanITroi, LLC*, Case No. 2:25-cv-12230-JKS-MAH (D.N.J.) ($250,000 settlement fund); *Arriazola v. Management & Training Corp.*, Case No. 1:24-cv-00164-RJS-DAO (D. Utah) ($500,000 settlement fund); *Milan v. Microvast, Inc.*, et al., Case No. 3:24-cv-00627 (M.D. Tenn.) (resulting in a settlement valued at $1,025,000); Pearson v. Chas C. Parks Co., Case No. 3:24-cv-1028 (M.D. Tenn.) ($100,000 recovery); and *Gerrard v. Credence Management*, Case No. 1:25-cv-00952-AJT-WEF (E.D. Va.) (resulting in a $139,000 settlement fund), among numerous other matters resulting in additional recoveries totaling several million dollars.

17. The litigation costs incurred to date are $3,794.40 and consist primarily of filing fees, pro hac vice fees, and mediation costs. These expenses were reasonably incurred in connection with the prosecution and settlement of this action

and were necessary to advance the interests of Plaintiff and the Settlement Class. The Settlement Agreement separately provides that the Settlement Administrator's fees constitute Settlement Administrator's Expenses and are paid from the Settlement Fund. The Settlement Administrator's fees and expenses incurred to date and anticipated through completion of the settlement administration are $17,500.00, which I believe to be reasonable.

18. In my informed opinion, the requested attorneys' fee of $166,666.67, or one-third of the $500,000.00 Settlement Fund, is reasonable in light of the result obtained, the contingent nature of the representation, the time and labor required, the complexity and risks of WARN Act class litigation, the skill required, and fee awards in comparable class and WARN Act settlements.

19. I further believe that the Settlement provides a fair and meaningful recovery to participating Settlement Class Members while avoiding the delay, expense, and uncertainty of continued litigation. The Settlement is, in my opinion, in the best interests of the Settlement Class.

20. Plaintiff Cynthia Perry has actively participated in this matter on behalf of the Settlement Class. She provided Class Counsel with information concerning her employment and the circumstances surrounding the layoffs, assisted counsel in investigating the WARN Act claims, remained available to counsel throughout the litigation and mediation process, and participated in the settlement process. She has

maintained regular communication with Class Counsel throughout the investigation, litigation, mediation, and settlement process and will continue to fulfill her responsibilities through final approval and administration of the Settlement.

21. The Settlement Agreement provides for a $1,500 general release payment to Plaintiff, Cynthia Perry, subject to Court approval, in consideration for the broader release of claims she provides in her individual capacity beyond the release provided by absent Settlement Class Members. The payment was negotiated as part of the overall Settlement and represents separate consideration for the additional claims and rights Perry is releasing. The requested $1,500 general release payment is payable from the Settlement Fund and does not exceed the amount contemplated by the Settlement Agreement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 18, 2026.

/s/ J. Gerard Stranch, IV
J. Gerard Stranch, IV