

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

Perry v. Alatrade Foods, Inc
Case No. 4:25-cv-00521-CLM

NOTICE OF CLASS ACTION SETTLEMENT

**Please read this notice carefully. You may be entitled to money from a class action settlement.
This notice explains your rights and options.**

A court has authorized this Notice. This is not a solicitation from a lawyer.

I. WHY SHOULD I READ THIS NOTICE?

You are receiving this Notice because Alatrade Foods, Inc (“Alatrade”) has records showing that you worked at Alatrade Phenix City, Alabama processing plant (“Facility”), and your employment was terminated due to a mass layoff or plant closing (as those terms are defined in the WARN Act) between February and August of 2025.

The Court has preliminarily approved a proposed class action settlement in the case *Cynthia Perry v. Alatrade Foods, Inc*, Case No. 4:25-cv-00521-CLM (the “Action”). This Notice informs you of the proposed settlement, your legal rights, and what steps you may take before the Court decides whether to grant final approval.

Plaintiff Cynthia Perry (“Plaintiff”) filed this lawsuit on behalf of herself and other employees who were terminated due to a mass layoff or plant closing between February and August of 2025. Plaintiff alleges that Alatrade violated the federal Worker Adjustment and Retraining Notification Act (“WARN Act”), which requires certain employers to provide at least 60 days’ advance notice before a mass layoff or plant closing.

The Settlement Class is defined as: All employees of Defendant who were terminated pursuant to a mass layoff or plant closing (as those terms are defined in the WARN Act) between February and August of 2025.

Defendant denies all allegations and maintains that they did not violate the WARN Act and denies all liability to Plaintiff and the putative class; denies that the Action may be maintained as a class action; raises numerous affirmative defenses to liability, including the statutory unforeseeable business circumstance defense, the faltering company defense, and the good faith defense.

The Court has not decided who is right. Instead, both sides have agreed to settle the case to avoid the cost, burden, and risk of further litigation.

II. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

Alatrade has agreed to fund the Settlement Fund in the total amount of Five Hundred Thousand Dollars (\$500,000), which shall be used: (1) to pay Settlement Class Members; (2) to pay Attorneys’ Fees and Costs as awarded by the Court, if any; (3) to pay the Service Award to Plaintiff as awarded by the Court, if any; and (4) to pay the Settlement Administrator’s Expenses.

Settlement Class Members will each be paid a portion of the Net Settlement Fund. “Net Settlement Fund” means the Settlement Fund less the Settlement Administrator’s Expenses, Attorneys’ Fees and Costs, Service Award, and any other Court-approved deductions. Alatrade’s share of payroll taxes on each settlement shall be paid outside of the Settlement Fund.

The Parties will agree on an allocation of the Net Settlement Fund paid to Perry and each of the Settlement Class Members based on the number of days they were laid off after being given less than the required sixty (60) day notice of the layoff and deducting the following: (i) any days worked between any notice of layoff and actual date of layoff; (ii) any days worked upon recall following layoff; and (iii) the equivalent days of any severance paid upon layoff. If the parties cannot agree on a settlement amount for a Settlement Class Member, the Parties will each submit their proposed payment to the Mediator, who will attempt to mediate the dispute. If the parties are still unable to agree, the Mediator is appointed as the arbitrator to decide the amount. Parties’ Counsel shall determine the Allocation Plan and provide it to the Settlement Administrator following the final approval of the settlement.

The payments to Settlement Class Members will be made as back pay and consist of 100% wages which will have standard payroll taxes withheld. You will receive a Form W-2 for tax reporting purposes.

QUESTIONS? CALL TOLL-FREE 1-888-439-2849, OR VISIT www.PerryWARNSettlement.com

Your estimated share of the settlement is: <<SubClass1_Amt>>. This amount may be higher or lower based on rulings of the court related to fees, costs and the awards, and other factors.

III. WHAT IS THE EFFECT OF THE SETTLEMENT?

A. Release of Claims by Plaintiff and Settlement Class Members.

“Releasing Plaintiffs” means Plaintiff and the putative class and their predecessors, successors, assigns, heirs, estates, administrators, and other agents, as well as their respective predecessors, successors, and assigns. As of the Effective Date, the Releasing Plaintiffs shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, resolved, relinquished, and discharged each and all of the Released Parties from each and all of the Generally Released Claims. The Releasing Plaintiffs further agree that they will not institute any actions or causes of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, arising from or reasonably related to the Generally Released Claims against the Released Parties.

“Generally Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary, or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct individual or representative, of every nature and description whatsoever, arising out of the layoffs that occurred at the Facility between February and August of 2025.”

The obligations incurred by the Released Parties under this Settlement Agreement shall be a full and final disposition of the Action and all Generally Released Claims as against all Released Parties.

“Releasing Settlement Class Members” means Settlement Class Members and their predecessors, successors, assigns, heirs, estates, administrators, and other agents, as well as their respective predecessors, successors, and assigns. As of the Effective Date, the Releasing Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, resolved, relinquished, and discharged each and all of the Released Parties from each and all of the Specifically Released Claims. “Specifically Released Claims” means any claim, liability, right, demand, or cause of action, of every kind and description, that Settlement Class Members have or may have against Defendant which is pleaded in the Complaint or which materially relates to the facts or claims pleaded in the Complaint. The Releasing Settlement Class Members further agree that they will not institute any actions or causes of action (in law, equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, arising from or reasonably related to the Specifically Released Claim, directly or indirectly, against the Released Parties.

The obligations incurred by the Released Parties under this Settlement Agreement shall be a full and final disposition of the Action and all Specifically Released Claims as against all Released Parties.

The release of claims recited in these paragraphs shall not apply to Settlement Class Members who timely and properly submit a written Request for Exclusion, as described below. If you submit a written Request for Exclusion, you will not release any claims and you will not receive any settlement award from this case. If you are a Settlement Class Member as defined by this Settlement and you do not elect to exclude yourself through a valid and timely submitted written Request for Exclusion, you will be deemed to have entered into this release, even if you do nothing at all.

Defendants respect your right to participate in the Action and will take no adverse action or retaliate against you should you accept payment under the Settlement.

B. Payment To Settlement Class Members.

If you would like to receive payment under the Settlement, you must submit a Claim Form. See Question IV below for instructions on how to submit a Claim Form.

IV. WHAT ARE MY RIGHTS?

A. You May Participate In The Settlement.

If you wish to participate in the Settlement and receive a settlement payment, you must submit a valid and timely Claim Form to the Settlement Administrator by August 5, 2026. Claim Forms can be submitted by mail or online at www.PerryWARNSettlement.com by using your Unique ID <<ID>>. If by mail, the attached Claim Form must be completed and postmarked by August 5, 2026.

Perry v. Alatrade Foods, Inc.
c/o CPT Group, Inc.
P.O. Box 19504
Irvine, CA 92623
1-888-439-2849

B. You May Exclude Yourself From This Case.

If you wish to be excluded from the Class and from the Settlement (i.e., “opt out”), which preserves your right to sue individually but means you will not receive settlement share in this case, you must submit a written Request for Exclusion letter to the Settlement Administrator. The letter must include your name, last four digits of your Social Security number, signature, the case name and number, *Perry v. Alatrade Foods, Inc.*, Case No. 1:4:25-cv-00521-CLM, and a statement that you request exclusion from the class and do not wish to participate in the settlement. Your Request for Exclusion must be postmarked by August 5, 2026 and mailed or faxed to:

Perry v. Alatrade Foods, Inc.
c/o CPT Group, Inc.
P.O. Box 19504
Irvine, CA 92623
Fax: (949) 419-3446

If you timely request exclusion from the class, you will (1) be excluded from the class; (2) not be bound by any determination or order entered in this litigation; (3) not be bound by the release; and (4) not receive a portion of the Settlement.

C. You May Object To The Settlement, Or Any Part Of It.

You can object to the terms of the class settlement as long as you have not submitted a request for exclusion from the class settlement. To object to the class settlement, you must provide to the Settlement Administrator a timely written statement of the objection that includes: (a) contain your full name and signature; (b) contain the case name and number *Perry v. Alatrade Foods, Inc.*, Case No. 1:4:25-cv-00521-CLM; (c) contain a written statement of the grounds for the objection and supporting documents, if any; and (d) be postmarked by August 5, 2026 to the following address.

Perry v. Alatrade Foods, Inc.
c/o CPT Group, Inc.
P.O. Box 19504
Irvine, CA 92623

V. WHO REPRESENTS THE PROPOSED SETTLEMENT CLASS?

A. Class Representative.

“Class Representative” means the plaintiff in the Action, Cynthia Perry.

B. Class Counsel.

The Court has approved the following attorneys to be Plaintiff’s Counsel for the purpose of representing the interest of the class: Raina C. Borrelli, Strauss Borrelli, LLP; Lynn A. Toops and Ian R. Bensberg, CohenMalad, LLP; and J. Gerard Stranch, IV and Sam Gladney, Stranch, Jennings, & Garvey, PLLC.

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VI. WHAT FEES AND COSTS ARE INVOLVED?

A. Settlement Administration Expenses.

Settlement Administration Expenses means expenses, costs, or fees incurred by the Settlement Administrator in administering the terms of the Settlement Agreement. The administration costs up to \$17,500.00 which will be paid from the Settlement Fund subject to Court approval.

B. Attorneys' Fees and Costs.

Class Counsel represented the class on a contingency fee basis. This means attorneys' fees and costs could be paid only if money was recovered for the class, and then only for a reasonable portion of the amount recovered. Class Counsel will ask the Court for an award of fees not to exceed one-third of the Settlement Fund plus costs and expenses.

C. Class Representative Service Award.

The Class Representative will ask the Court for a Service Award of \$1,500 for her efforts on behalf of the settlement class.

These amounts will be paid from the Settlement Fund and will reduce the amount available for distribution to Settlement Class Members.

VII. FINAL APPROVAL HEARING

The Court has set the Final Approval Hearing as follows:

Date: July 23, 2026

Time: 1:30 p.m.

Place: 1100 Gurnee Avenue, Anniston, Alabama 36201

VIII. WHERE CAN YOU GET MORE INFORMATION?

You may contact the Settlement Administrator at toll-free 1-888-439-2849 or Class Counsel in Section V.

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.PerryWARNSettlement.com.

PLEASE DO NOT ADDRESS ANY QUESTIONS TO THE COURT OR TO DEFENDANTS.