

Facility whom Alatrade laid off from February through August of 2025, as well as reasonable attorneys' fees, as authorized by the WARN Act.

D. On June 16, 2025, Defendant answered the Complaint. Defendant's answer 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.

E. The Parties filed a Joint Motion to Stay Deadlines on June 19, 2025 in order to engage in mediation. [ECF No. 12] The Motion was granted and a status report was ordered on or before October 21, 2025. [ECF No. 14].

F. Mediation was held on September 17, 2025 and the parties were subsequently able to come to an agreement.

G. The Parties' Counsel have extensively investigated the facts relating to the underlying events in the Action, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and have conducted a thorough assessment of the strengths and weaknesses of their respective claims and defenses.

H. If the Action were litigated to judgment, Plaintiff would seek to prove that Defendant violated the WARN Act by failing to provide its employees at the Facility, including Plaintiff, at least 60 days' notice of closure of certain operations of the Facility as required by the WARN Act. Plaintiff would further seek to prove that she and the putative class she seeks to represent are entitled to damages and civil penalties to the fullest extent allowed by the WARN Act. Plaintiff would further seek to prove that the Action may be maintained as a class action on behalf of all other employees laid off by Defendant after closure of certain operations of the

Facility. Plaintiff would further seek to recover reasonable attorneys' fees for Plaintiff's Counsel, as authorized by the WARN Act.

I. If the Action were litigated to judgment, Defendant would seek to prove that it provided notice of closure of certain operations of the Facility to the affected employees as soon as practicable and therefore did not violate the WARN Act. Defendant would further seek to prove that the WARN Act's exceptions for faltering companies and unforeseeable business circumstances shield Alatrade from any liability to Plaintiff and the putative class. Defendant would further argue that the Action cannot be maintained as a class action. Defendant would further seek to prove that, even if it was liable in damages, the Court should exercise its discretion and reduce damages in light of Defendant's good faith and reasonableness in announcing the closure of certain operations of the Facility.

J. Absent settlement, the uncertain issues of fact and law presented by the Action would likely require extensive litigation to resolve, including fact and expert discovery as to class certification and the merits; motion practice under Rules 23 and 56, and Federal Rule of Evidence 702; a potential class trial on the merits; post-trial litigation, including as to attorneys' fees and costs; and potential appeals.

K. The Parties' Counsel have engaged in extensive arm's-length negotiations concerning the settlement of the claims asserted in the Action.

L. In light of the factual and legal uncertainties around Plaintiff's claims and Defendant's defenses, and wanting to avoid the costs and risks of continued litigation, the Parties have agreed to settle the Action on terms which are, in the opinion of Plaintiff's Counsel, in the best interest of the Settlement Class.

M. Plaintiff's Motion for a Preliminary Approval Order will include a request for the Court to certify the Settlement Class for purposes of effectuating this Settlement Agreement only, comporting with the definitions agreed-upon by the Parties and mirroring the definitions set forth below. This Settlement Agreement is expressly conditioned upon, and subject to, preliminary and final approval by the Court and entry of final judgment, as set forth herein. Absent such approvals, this Settlement Agreement shall be null, void, and of no further force or effect and the Parties shall be returned to their *status quo ante*.

N. 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 Awards to Plaintiff as awarded by the Court, if any; and (4) to pay the Settlement Administrator's Expenses.

Accordingly, it is hereby agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to the terms and conditions set forth herein and the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice on a class-wide basis:

AGREEMENT

I. DEFINITIONS

1. "Action" means the civil action captioned *Cynthia Perry, individually and on behalf of those similarly situated v. Alatrade Foods, Inc.*, No. 4:25-cv- 00521-CLM, pending in the Court.

2. "Allocation Plan" means the method for allocating the Net Settlement Fund to Settlement Class Members.

3. "Attorneys' Fees and Costs" means an award to Settlement Class Counsel by the Court of Settlement Class Counsel's reasonable attorneys' fees under Rule 23(h) or of Settlement Class Counsel's taxable and nontaxable costs under Rules 54(d) and 23(h).

4. “Alatrade” means Defendant Alatrade Foods, Inc.
5. “Complaint” means the operative complaint in the Action, filed on April 8, 2025, and docketed at ECF No. 1.
6. “Court” means the United States District Court for the Northern District of Alabama.
7. “Defendant” means Alatrade Foods, Inc.
8. “Defendant’s Counsel” means N. DeWayne Pope and Chad A. Schultz of Gordon Rees Scully Mansukhani LLP.
9. “Effective Date” means the later of (a) the date of the Final Approval Order, if no objections are timely filed; or (b) if objections are timely filed, the date when no further appellate review of the Final Approval Order is available to any objector, whether by reason of final dismissal of appellate proceedings, final affirmance of the Final Approval Order, or expiration of the time within which appellate review may be sought.
10. “Employment Taxes” means all federal, state, and local taxes on employee wages for which an employer is liable, including taxes imposed by the Federal Insurance Contributions Act and the Federal Unemployment Tax Act.
11. “Facility” means the Alatrade Phenix City, Alabama processing plant.
12. “Final Approval Order” means a Court order giving final approval of the settlement embodied in this Settlement Agreement under Rule 23(e)(1).
13. “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.

14. “Mediator” means A. Lee Parks, Jr. of Parks, Chesin & Walbert.

15. “Net Settlement Fund” means the Settlement Fund less the Settlement Administrator’s Expenses, Attorneys’ Fees and Costs, Service Awards, and any other Court-approved deductions.

16. “Notice Plan” means the plan for notifying all Settlement Class Members of their rights under this Settlement Agreement and the applicable law, including the form, content, and manner of such notice.

17. “Parties’ Counsel” means Defendant’s Counsel and Plaintiff’s Counsel.

18. “Party” means any party to the Action.

19. “Plaintiff” means the plaintiff in the Action, Cynthia Perry.

20. “Plaintiff’s Counsel” means 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.

21. “Preliminary Approval Order” means a Court order preliminarily approving the settlement embodied in this Settlement Agreement under Rule 23(e)(1).

22. “Released Claims” means the Generally Released Claims and the Specifically Released Claims.

23. “Released Parties” means Defendant, all Defendant’s acquired entities, affiliates, subsidiaries, parent companies, predecessors, successors, and all of their past or present assigns, officers, directors, shareholders, partners, members, employees, principals, consultants,

independent contractors, insurers, directors, managing directors, attorneys, accountants, financial and other advisors, investment bankers, investors, underwriters, lenders, auditors, investment advisors, legal representatives, successors in interest, franchisees and persons, firms, trusts, corporations, and any other agents, as well as their respective predecessors, successors, and assigns.

24. “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.

25. “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.

26. “Rules” means the Federal Rules of Civil Procedure.

27. “Service Awards” means awards to Plaintiff by the Court for her service as representative of the Settlement Class.

28. “Settlement Administrator” means the individual or entity retained to administer the terms of the Settlement Agreement as described in the Settlement Agreement.

29. “Settlement Administrator’s Expenses” means expenses, costs, or fees incurred by the Settlement Administrator in administering the terms of the Settlement Agreement as described in the Settlement Agreement, including those specifically so designated below.

30. “Settlement Agreement” means this Class Action Settlement Agreement and Release, embodying the material terms of the Parties’ agreement to settle the Action.

31. “Settlement Class” means:

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.

32. “Settlement Class Counsel” means the counsel appointed by the Court to serve as class counsel for the Settlement Class under Rule 23(g).

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

34. “Settlement Fund” means the sum of \$500,000 in United States Dollars.

35. “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.

36. “WARN Act” means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101–2109.

II. INTERPRETATION

37. “Including” shall not be interpreted as a limitation.

38. “Or” shall be interpreted inclusively.

39. The number of the noun or verb, and the number and gender of the pronoun, shall be interpreted as including the others when necessary to effect the Parties’ intent.

40. No Party or Parties’ Counsel shall be deemed the drafter of the Settlement Agreement for purposes of interpreting it.

41. All references to days shall be interpreted to mean calendar days, unless otherwise noted. When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

III. SETTLEMENT FUND

42. In consideration of a full, complete, and final settlement of the Action and dismissal of the Action with prejudice, and subject to the Court’s preliminary and final approval, within sixty (60) calendar days from the date of the Final Approval Order of the settlement, Alatrade shall fund

the Settlement Fund in a qualified settlement fund (QSF) established by the Settlement Administrator.

43. All fees, costs, and taxes associated with the maintenance of the escrow account shall be Settlement Administrator's Expenses. Any income earned by the Settlement Fund in escrow shall be added to the Settlement Fund.

44. Defendant shall not be responsible for any payments or obligations other than the Settlement Fund under this Settlement Agreement for any reason.

45. In the event that this Settlement Agreement is not finally approved or otherwise terminates, any amounts of the Settlement Fund that have not been spent, and are not required for amounts that are due and payable for reasonable and identified Settlement Administrator's Expenses already incurred, shall, within ten (10) days, be returned by the Settlement Administrator to Alatrade in the manner that Alatrade directs. Except as otherwise provided above in this paragraph, no part of the Settlement Fund shall revert to Defendant.

IV. RELIEF TO THE SETTLEMENT CLASS

46. Putative Class Members will each be paid a portion of the Net Settlement Fund. Alatrade's share of payroll taxes on each settlement shall be paid outside of the Settlement Fund.

47. The Parties will agree on an allocation of the Net Settlement Fund paid to Perry and each of the Putative 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 Putative 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.

48. Parties' Counsel shall determine the Allocation Plan and provide it to the Settlement Administrator.

49. The Settlement Administrator shall treat each payment to each Settlement Class Member from the Net Settlement Fund as back pay for tax purposes, including by issuing an appropriate Form W-2 for the payment, and by withholding and paying appropriate Employment Taxes on the payment.

50. Each Settlement Class Member who receives a payment from the Net Settlement Fund shall be responsible for calculating and paying all applicable federal, state, and local taxes on the payment.

51. Any portion of the Net Settlement Fund that remains unclaimed after distribution of settlement payments shall be used to reimburse Alatrade for settlement administration costs and mediation costs. Any additional unclaimed balance of the Net Settlement Fund shall be distributed, subject to Court approval, as a cy pres award to one or more charitable organizations selected by Defendant that are tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Defendant shall disclose its proposed cy pres recipient(s) to Plaintiff's Counsel and the Court prior to final approval.

V. RELEASES TO THE RELEASED PARTIES

52. 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.

53. 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.

54. 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. 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.

55. 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.

VI. NO ADMISSION OF LIABILITY

56. Defendant has agreed to the terms of this Settlement Agreement to end all controversy with Plaintiff and the Settlement Class Members and to avoid the burden and expense of litigation, without in any way acknowledging fault or liability. Nothing herein shall constitute an admission by Defendant that the Action was properly brought on a class or representative basis other than for settlement purposes. Defendant denies any liability or wrongdoing of any kind

associated with the alleged claims in the Action. Defendant has denied and continues to deny each and every material factual allegation and all claims asserted against it in the Action. Nothing herein shall constitute an admission by Defendant of wrongdoing or liability, or of the truth of any allegations in the Action. The settlement of this Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the settlement are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant, or as a concession by Defendant as to the truth of any of the allegations in this Action, or the veracity of any claim for relief or defense, or as an admission regarding any other matter in this Action.

57. This Settlement Agreement, whether or not consummated, and any proceedings taken pursuant to it (i) shall not be offered or received against Defendant or any other Released Party as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by Defendant or any other Released Party concerning the truth of any fact alleged by the Plaintiff or the validity of any claim that was or could have been asserted against Defendant or any Released Party in the Action or in any litigation, or of any liability, fault, misconduct, or wrongdoing of any kind of Defendant or any Released Party; (ii) shall not be offered or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any liability, fault, misconduct, or wrongdoing by Defendant or the Released Parties of any kind, or against the Plaintiff or any Settlement Class Member as evidence of any infirmity in the claims of the Plaintiff or the other Settlement Class Members; and (iii) shall not be construed against Defendant or any Released Party, or against the Plaintiff or any other Settlement Class Members as an admission, concession, or presumption that the consideration to be given by this Settlement Agreement represents the amount which could be or would have been recovered after trial.

58. Notwithstanding the foregoing, this Settlement Agreement may be used as evidence for the purpose of enforcing its terms.

VII. SETTLEMENT ADMINISTRATOR

59. Parties' Counsel shall jointly select a Settlement Administrator for administering the terms of this Settlement Agreement as provided in the Settlement Agreement, including effectuating the Notice Plan (and distributing the Net Settlement Fund to Settlement Class Members), and shall ask the Court to approve the Settlement Administrator in the Preliminary Approval Order.

60. The Settlement Administrator's fees shall be Settlement Administrator's Expenses.

61. All Settlement Administrator's Expenses shall be paid by the Settlement Administrator from the Settlement Fund.

62. It shall be the responsibility of the Settlement Administrator to respond to all non-legal inquiries from or on behalf of the Settlement Class Members with respect to this Settlement Agreement. The Parties' Counsel must both approve any FAQs or other material the Settlement Administrator may use to answer inquiries and shall confer and assist the Settlement Administrator as it requests.

VIII. NOTICE OF SETTLEMENT

63. The Parties shall cooperate reasonably and in good faith to agree on the form and content of notices to be sent to Settlement Class Members under the Notice Plan that clearly and concisely state in plain, easily understood language, taking into account any special concerns about the language needs of the Settlement Class Members, (a) the nature of the action; (b) the definition of the Settlement Class; (c) the Settlement Class's WARN Act claim; (d) that any Settlement Class Member may enter an appearance through an attorney if desired; (e) that the Court will exclude from the Settlement Class any member who requests exclusion; (f) the time and manner for

requesting exclusion; (g) the binding effect of a class judgment on Settlement Class Members; (h) the essential terms of the Settlement Agreement; (i) information regarding Attorneys' Fees and Costs; (j) the essential terms of the Allocation Plan and the manner of making distributions from the Net Settlement Fund; and (k) Plaintiff's Counsel's contact information.

64. Notice to the Putative Class Members and Plaintiff with enclosed claim forms that include the amount due each Putative Class Member will be sent by First Class U.S. Mail (as applicable based on information available for each Putative Class Member in Alatrade's personnel records) within thirty (30) calendar days of the approval of the settlement. Completed claim forms must be submitted within ninety (90) calendar days of the date of the initial mailing (or sixty (60) days after re-mailing if necessary) to the Settlement Administrator by mail. Each Class Member shall fill out a form online or send to the Settlement Administrator their payment details, i.e., electronic payment or check. Any Notices returned undeliverable shall be traced up to two (2) times to obtain a new address and be re-mailed by First Class U.S. Mail.

65. Plaintiff and Putative Class Members will have one hundred twenty (120) calendar days to cash their settlement checks. Plaintiff Perry will not need to submit a claim form but will sign a general release in exchange for \$1,500 over and above her class settlement if there are sufficient unclaimed funds available after payment of the Class Members who respond to the Notice.

66. Putative Class Members who submit their payment instructions shall be issued their settlement checks or electronic payments and shall release any and all claims that accrued during their employment with Alatrade during the relevant time period related to their layoffs and claims for Warn Act penalties, interest, damages, attorneys' fees, costs, and expenses. The release shall not extend to Workers' Compensation claims.

67. Plaintiff shall ask the Court to approve the Notice Plan in the Preliminary Approval Order. The Settlement Administrator shall effectuate the Notice Plan as approved by the Court. The costs of effectuating the Notice Plan shall be Settlement Administrator's Expenses.

68. Within ten (10) business days after approval of the settlement, Alatrade shall provide the Settlement Administrator (with a copy to Plaintiff's Counsel), the names, addresses, last known personal email addresses, telephone numbers, social security numbers (as applicable based on information available for each Putative Class Member in Alatrade's personnel records), and dates of employment during the relevant time period of all Putative Class Members and Plaintiff, and the amount allocated to each Putative Class Member. Neither Plaintiff nor Plaintiff's Counsel shall have access to Settlement Class Members' last known mailing and email addresses, and Social Security numbers. The Parties shall require the Settlement Administrator to agree in writing to keep such information in confidence; to use it only for the purposes of effectuating the terms of the Settlement Agreement; and to retain it no longer than is reasonably necessary to effectuate the terms of the Settlement Agreement.

69. With the good-faith and reasonable cooperation of the Parties, the Settlement Administrator shall serve notice of the Settlement Agreement that meets the requirements of 28 U.S.C. § 1715 on the appropriate federal and state officials no later than ten (10) days following the filing of the Settlement Agreement with the Court, and shall otherwise comply with the statute's terms.

70. The costs of serving the notice required by 28 U.S.C. § 1715 and of otherwise complying with its terms shall be Settlement Administrator's Expenses.

IX. ATTORNEYS' FEES AND COSTS, AND SERVICE AWARDS

71. Plaintiff's Counsel may seek an award from the Court of reasonable attorneys' fees under Rule 23(h), not to exceed one third of the Settlement Fund. However, the settlement is not conditioned upon approval of Plaintiff's Counsel's petition for fees and costs.

72. Plaintiff's Counsel may also seek an award from the Court of their taxable and nontaxable costs under Rules 54(d) and 23(h).

73. Plaintiff's Counsel may seek a Service Award, not to exceed \$1,500 to the Plaintiff. Defendant will not oppose such a request.

74. All Attorneys' Fees and Costs, and Service Awards, shall be paid by the Settlement Administrator from the Settlement Fund.

75. The Settlement Administrator shall pay any Service Awards to Plaintiff in a manner directed by Plaintiff's Counsel within ten (10) days of entry of the Court's order granting Plaintiff's motion for Attorneys' Fees and Costs. The Settlement Administrator shall issue appropriate Forms 1099 to Plaintiff for tax purposes.

76. The Settlement Administrator shall pay any Attorneys' Fees and Costs to Plaintiff's Counsel in a manner directed by Plaintiff's Counsel within ten (10) business days of entry of the Court's order granting Plaintiff's motion for Attorneys' Fees and Costs.

X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND FINAL JUDGMENT

77. The Parties shall cooperate in good faith to take all reasonably necessary steps to obtain the Court's approval of the Settlement Agreement.

78. The parties shall jointly submit to the United States District Court, Northern District of Alabama, a Motion for Class Certification and Approval of the Class Settlement within twenty (20) calendar days of the execution of the Settlement Agreement.

79. In accordance with the terms of the Preliminary Approval Order, Plaintiff shall move the Court for, and Defendant shall not oppose entry of, a Final Approval Order which (a) approves the settlement embodied in the Settlement Agreement under Rule 23(e)(2); (b) certifies the Settlement Class for purposes of settlement under Rules 23(a) and 23(b)(3); (c) designates Plaintiff's Counsel as Settlement Class Counsel under Rule 23(g)(1); and (d) provides for entry of final judgment as a separate document under Rule 58(a) dismissing the Action with prejudice, except retaining ancillary jurisdiction to decide Plaintiff's motion for Attorneys' Fees and Costs, and for Service Awards, and to enforce the terms of the Settlement Agreement.

80. For the avoidance of doubt, Defendant does not object to the certification of the Settlement Class strictly and solely for settlement purposes. Certification of the Settlement Class will be effective only with respect to the settlement of this Action and is without prejudice to the rights of Defendant to oppose class certification and/or to contest issues of liability in this Action should this Settlement Agreement be terminated, or the Effective Date not occur for any reason. In the event that this Settlement Agreement is terminated pursuant to its terms or the Effective Date does not occur for any reason, then certification of the Settlement Class, which is strictly and solely for settlement purposes only, will be vacated and of no further force or effect, and the Action will proceed as it existed before execution of this Settlement Agreement.

81. Defendant's failure to oppose Plaintiff's request for entry of a Preliminary Approval Order and/or a Final Approval Order shall not constitute an admission by Defendant as to any matter.

82. Except as necessary to secure approval of this Settlement Agreement or as otherwise provided herein, the Parties shall take no further steps to prosecute the Action in this Court or any other court.

XI. TERMINATION

83. The Settlement Agreement shall terminate if the settlement it embodies is not approved by the Court; if its terms are materially altered by the Court in the Preliminary or Final Approval Orders; or if the Court declines to certify the Settlement Class for settlement purposes.

84. Defendant may terminate the Settlement Agreement if more than five percent (5%) of potential Settlement Class Members request exclusion. Defendant must exercise this right within ten (10) days of the submission of the last exclusion request necessary to trigger this right.

85. Any ruling by the Court or any reviewing court as to Attorneys' Fees and Costs shall not in any way terminate or modify the Settlement Agreement.

86. If the Settlement Agreement is terminated, it shall have no force or effect, and the Parties shall be restored to the *status quo ante* that existed before they agreed to settle the Action.

XII. OTHER MATTERS

87. This Settlement Agreement shall be governed by the laws of the State of Alabama, without regard to its conflicts of law principles.

88. The Parties shall cooperate with each other in good faith to consummate the terms of this Settlement Agreement and all related transactions, and shall take all reasonably necessary steps to give effect to the terms of this Settlement Agreement.

89. This Settlement Agreement shall be inadmissible as evidence that Defendant has engaged in any wrongful conduct, or conduct that otherwise violates any federal, state, or local laws, regulations, or rules, and shall be inadmissible in any other action against Defendant, and shall not be construed as an admission by Defendant as to any matter.

90. This Settlement Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior

writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose.

91. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

92. This Settlement Agreement shall bind and inure to the benefit or detriment of the Parties and the Settlement Class Members, and their respective agents, employees, representatives, trustees, members, managers, officers, directors, shareholders, divisions, parent corporations, subsidiaries, heirs, executors, assigns, and successors in interest. All of Defendant's affiliates shall be intended third-party beneficiaries of the Released Claims set forth in this Settlement Agreement.

93. The Parties acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

94. Headings contained in this Settlement Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Settlement Agreement.

95. Each Party warrants and represents that there are no liens or claims of lien or assignments, in law or equity or otherwise, of or against any of the claims or causes of action released herein, and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

96. Plaintiff's Counsel will neither seek media attention for the settlement embodied in the Settlement Agreement nor publicly disseminate information about the Action in any way—including transmitting information through publicized interviews, websites, digital applications or

services, or hard copy publications—except as otherwise provided by the terms of the Settlement Agreement or by order of the Court. However, nothing shall prevent Plaintiff’s Counsel from responding to class member inquires about this matter.

97. Plaintiff shall not disclose and shall keep confidential all information in her possession concerning Defendant, the Released Parties, the Action, and the Settlement Agreement, except as otherwise provided by the terms of the Settlement Agreement or by order of the Court.

98. Defendant may move to have some or all of the Settlement Agreement filed under seal or redacted. The Court’s ruling on such motion shall not impair or alter the Settlement Agreement in any way.

99. If there is conflict between this Settlement Agreement and a Court order, the Court’s order shall take precedence.

100. The Settlement Agreement may not be modified in any way except in writing signed by the Parties or Parties’ Counsel, subject to Court approval, if required.

101. The Parties may mutually waive any provision of this Settlement Agreement by a written waiver signed by the Parties or Parties’ Counsel, subject to Court approval, if required. A waiver of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

102. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or electronic scans of executed copies of this Settlement Agreement may be treated as originals.

103. Each of the Recitals stated above are hereby incorporated into this Settlement Agreement as if stated fully herein.

104. Except as otherwise provided herein, all notices, demands, or other communications given or made under the Settlement Agreement shall be in writing and delivered by post, courier, facsimile, or electronically to the following:

If to Plaintiff or Plaintiff's Counsel:

Lynn A. Toops *and* J. Gerard Stranch, IV

If to Defendants or Defendants' Counsel:

N. DeWayne Pope *and* Chad A. Shultz

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement.



Cynthia Perry, Plaintiff

J. Gerard Strach, Esq.
Counsel for Plaintiff

Sam Gladney, Esq.
Counsel for Plaintiff

Randy Dorsett
Alatrade Foods, Inc.

N. DeWayne Pope, Esq.
Counsel for Defendant

Chad A. Shultz, Esq.
Counsel for Defendant

Title	AlaTrade Settlement Agreement Cynthia Perry
File name	Perry_v_Alarade_S...reement_Final.pdf
Document ID	c4d7f313e09194183979e59f2618d21203c443db
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from embedded.hellosign.com

Document history



SENT

12 / 09 / 2025

08:47:45 UTC-6

Sent for signature to Cynthia Perry (cynperry1978@gmail.com)
from esignature@straussborrelli.com
IP: 104.181.47.249



VIEWED

12 / 09 / 2025

12:22:02 UTC-6

Viewed by Cynthia Perry (cynperry1978@gmail.com)
IP: 24.96.14.2



SIGNED

12 / 11 / 2025

09:34:23 UTC-6

Signed by Cynthia Perry (cynperry1978@gmail.com)
IP: 24.96.14.2



COMPLETED

12 / 11 / 2025

09:34:23 UTC-6

The document has been completed.