

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

**CHERYL HAYNES, and
MARCELLUS GARNER,
individually, on behalf of the AlaTrade
Foods Holdings, Inc. Employee Stock
Ownership Plan, and on behalf of a
class of all other persons similarly
situated,**

Case No. 5:26-cv-00664-HNJ

Plaintiffs,

v.

**STEPHEN C. JAMES, as trustee of the
AlaTrade Foods Holdings, Inc.
Employee Stock Ownership Trust,
ALATRADE FOODS HOLDINGS,
INC., ALATRADE FOODS, INC.,
DAVIS LEE,
BETH LEE, and
BETH LEE as trustee of the Davis Lee
2017 Irrevocable Trustee Family Trust,**

Defendants.

**PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT
AND CERTIFICATION OF SETTLEMENT CLASS**

Plaintiffs Cheryl Haynes and Marcellus Garner, individually and on behalf of a class of individuals similarly situated, hereby move pursuant to Federal Rule of Civil Procedure 23 for entry of an order (1) preliminarily approving a settlement agreement between Plaintiffs and Defendants; (2) certifying a class for settlement

purposes; (3) appointing Plaintiffs' Counsel as Class Counsel and Plaintiffs as Class Representatives; (4) approving notice to the class; (5) approving the plan of allocation; (6) approving RG/2 Claims Administration, LLC as Settlement Administrator; and (7) setting a date for a fairness hearing. The reasons supporting this motion are contained in Plaintiffs' supporting memorandum of law filed contemporaneously herewith. A proposed order granting this motion is attached hereto as Exhibit 1.

DATED: April 27, 2026

Respectfully submitted

s/ David L. Selby

David L. Selby II
3000 Riverchase Galleria
Suite 905
Birmingham, AL 35244
Telephone: (205) 988-9253
Facsimile: (205) 733-4896
dselby@baileyglasser.com

Gregory Y. Porter (to be admitted *pro hac vice*)

Ryan T. Jenny (to be admitted *pro hac vice*)

1055 Thomas Jefferson Street, NW,
Suite 540
Washington, DC 20007
Telephone: (202) 463-2101
Facsimile: (202) 463-2103
gporter@baileyglasser.com
rjenny@baileyglasser.com

Patrick O. Muench (to be admitted *pro hac vice*)

318 W. Adams Street, Suite 1512

Chicago, IL 60606

Telephone: (312) 500-8680

Facsimile: (304) 342-1110

pmuench@baileyglasser.com

Laura Babiak (to be admitted *pro hac vice*)

209 Capitol Street

Charleston, WV 25301

Telephone: (304) 345-6555

Facsimile: (304) 342-1110

lbabiak@baileyglasser.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of April, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system. Accordingly, the foregoing is available for viewing and downloading from the ECF System.

/s/ David L. Selby

David L. Selby

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

**CHERYL HAYNES, and
MARCELLUS GARNER,
individually, on behalf of the AlaTrade
Foods Holdings, Inc. Employee Stock
Ownership Plan, and on behalf of a
class of all other persons similarly
situated,**

Case No. 5:26-cv-00664-HNJ

Plaintiffs,

v.

**STEPHEN C. JAMES, as trustee of the
AlaTrade Foods Holdings, Inc.
Employee Stock Ownership Trust,
ALATRADE FOODS HOLDINGS,
INC., ALATRADE FOODS, INC.,
DAVIS LEE,
BETH LEE, and
BETH LEE as trustee of the Davis Lee
2017 Irrevocable Trustee Family Trust,**

Defendants.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY
APPROVAL OF SETTLEMENT AND CERTIFICATION OF
SETTLEMENT CLASS**

Plaintiffs Cheryl Haynes and Marcellus Garner, individually and on behalf of a class of individuals similarly situated (“Plaintiffs” or “Class Representatives”), have moved, pursuant to Federal Rule of Civil Procedure 23(e), for an order

preliminarily approving the settlement of this action, in accordance with the Class Action Settlement Agreement dated April 21, 2026 (the “Settlement Agreement”), which, together with the Motion for Preliminary Approval and exhibits thereto, set forth the terms and conditions for a proposed settlement of this action. The Court having read and considered the Settlement Agreement and the Motion for Preliminary Approval and exhibits thereto,

IT IS HEREBY ORDERED that:

1. **Settlement.** Plaintiffs, on behalf of themselves and all members of the Settlement Class, and Defendants, have negotiated a potential settlement to this action to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims (as defined in the Settlement Agreement) against Defendants and the other Released Parties (as defined in the Settlement Agreement).

2. **Definitions.** This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.

3. **Jurisdiction.** This Court has jurisdiction over the subject matter of this action and over all parties to this action, including all Class Members, and venue in this Court is proper.

4. **Preliminary Approval.** The Court hereby preliminarily approves the Settlement Agreement as fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below. The Court finds on a preliminary basis that the Settlement Agreement falls within the range of reasonableness and was the product of informed, good-faith, arm's-length negotiations between the Parties and their counsel, and therefore meets the requirements for preliminary approval.

5. **Class.** For settlement purposes only, the Court hereby certifies a non opt-out Rule 23 Settlement Class under Fed. R. Civ. P. 23(a), 23(b)(1), and 23(g), defined as follows:

“All participants and beneficiaries of the AlaTrade Food Holdings, Inc. Employee Stock Ownership Plan at any time from its inception until December 31, 2025. Excluded from the Class are the shareholders who sold their stock to the Plan, directly or indirectly, and their immediate families, legal representatives, successors, and assigns of any such excluded persons.”

6. The Court appoints Plaintiffs Cheryl Haynes and Marcellus Garner as Class Representatives, and appoints the law firm of Bailey & Glasser LLP as Class Counsel.

7. **Final Approval Hearing.** A hearing (the “Fairness Hearing”) shall be held before this Court, on _____, 2026, at _____.m., at the United

States District Court for the Northern District of Alabama, 660 Gallatin Street, SW, Huntsville, AL 35801, to determine, among other things: (i) whether the proposed Settlement of this action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court; (ii) whether a Final Order as provided in Paragraphs 1.16 and 2.2.4 of the Settlement Agreement should be entered; (iii) whether Class Members should be bound by the Releases set forth in Paragraph 6.1-6.3 of the Settlement Agreement; and (iv) any amount of fees and expenses that should be awarded to Class Counsel. The Parties shall include the date of the Fairness Hearing in the Class Notice to be mailed to the Class.

8. The Court approves the form, substance and requirements of the proposed Class Notice, attached to the Memorandum of Law in Support of the Motion for Preliminary Approval as Exhibit 2. The Court further finds that the form, content and mailing of the Class Notice meet the requirements of Rule 23 and due process. The Court further finds that this is the best notice practicable under the circumstances and is reasonably calculated, under all the circumstances, to apprise potential Class Members of the pendency of this action, and to apprise Class Members of their right to object to the proposed Settlement and their right to appear at the Fairness Hearing. The Court further finds that the Class Notice constitutes valid, due and sufficient notice to all persons entitled to notice.

9. The Court appoints RG/2 Claims Administration, LLC (“Settlement Administrator”) to supervise and administer the notice procedure as more fully set forth below:

a) Within 45 days after the entry of this Order (the “Notice Date”), Plaintiffs’ Counsel shall cause the Settlement Administrator to disseminate the Class Notice to the Class Members and post the Class Notice, the operative Complaint in this action, and contact information for the Settlement Administrator and Class Counsel, on a settlement website;

b) The Class Notice shall be sent substantially in the form of Exhibit 2 to the Memorandum of Law in Support of Preliminary Approval (though the Settlement Administrator shall have discretion to format the Class Notice in a reasonable manner to minimize mailing or administration costs), by first class U.S. mail to each individual Class Member;

c) Following the issuance of the Class Notice, the Settlement Administrator shall provide Plaintiffs’ Counsel with written confirmation of the mailing; and

d) The Settlement Administrator shall otherwise carry out its duties as set forth in the Settlement Agreement.

10. **Objections.** Any Class Member may object to the proposed Settlement, or any aspect of it including attorneys’ fees and expenses, by filing a

written objection with the Clerk of the United States District Court for the Northern District of Alabama, 660 Gallatin Street, SW, Huntsville, AL 35801, on or before 21 calendar days before the Fairness Hearing. A copy of the objection must also be mailed to Class Counsel and Defense Counsel, so that it is received on or before 21 calendar days before the Fairness Hearing. To be valid, the objection must set forth, in clear and concise terms: (a) the case name and number (*Haynes et al. v. James et al.*, No. 5:26-cv-00664-HNJ); (b) the name, address, and telephone number of the objector objecting and, if represented by counsel, of his or her counsel; (c) the complete basis for objection; (d) a statement of whether the objector intends to appear at the Fairness Hearing, either with or without counsel; (e) a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; and (f) copies of all supporting documents. Any Class Member who does not make his or her objection in the manner provided shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Fairness Hearing, and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, and to the award of attorneys' fees and expenses to Class Counsel, unless otherwise ordered by the Court. Responses to objections shall be filed 10 days before the Fairness Hearing.

11. **Appearance of Objectors at Fairness Hearing.** Any Class Member who files and serves a written objection in accordance with Paragraph 10 of this Order may appear, in person or by counsel, at the Fairness Hearing, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objector files with the Clerk of the Court an objection complying with the requirements of paragraph 10 of this Order that states the objector's intent to appear at the Fairness Hearing.

Any Class Member who does not file an objection identifying his or her intent to appear at the Fairness Hearing in accordance with the deadlines and other specifications set forth in the Settlement Agreement and Class Notice shall be deemed to have waived his or her right to appear.

12. **Service of Motion for Final Approval.** The motion in support of final approval of the Settlement shall be filed and served no later than 45 days prior to the Fairness Hearing.

13. **Attorneys' Fees, Expenses, and Awards.** Class Counsel's application for attorneys' fees and expenses shall be filed and served no later than 45 days prior to the Fairness Hearing and any responsive papers shall be filed and served no later than 10 days prior to the Fairness Hearing. Neither Defendants nor the Released Parties shall have any responsibility for any application for attorneys' fees and expenses request submitted by Class Counsel, and such matters will be

considered separately from the fairness, reasonableness, and adequacy of the Settlement. At or after the Fairness Hearing, the Court shall determine whether any application for attorneys' fees and expenses, should be approved.

14. **Releases.** If the Settlement is finally approved, Plaintiffs and the Class shall release the Released Parties from all Released Claims, and all Class Members will be bound by the Final Approval Order.

15. **Termination of Settlement.** In the event the Settlement is terminated as set forth in the Settlement Agreement, including if the Court does not grant final approval to the Settlement Agreement or for any reason the Parties fail to obtain a Final Approval Order and Final Judgment as contemplated in the Settlement Agreement, then the following shall apply.

- All orders and findings entered in connection with the Settlement Agreement shall become null and void and have no force and effect;
- The action shall for all purposes revert to its status as of the day immediately before the execution of this Settlement Agreement, and the fact of and terms of the Settlement and any preliminary agreements or term sheets shall not be admissible in any proceeding, and the Parties shall request a scheduling conference with the Court. Nothing herein shall extend any applicable

limitations period as to any Party if the Settlement is not approved or is otherwise terminated. In addition, any information or materials provided during the Settlement negotiation shall, absent agreement of the Parties, not be admissible or otherwise used in any proceeding unless and until later obtained during the course of the litigation, as to which the Parties reserve all rights; and

- The certification of the Settlement Class pursuant to this Order shall be vacated automatically, and the action shall proceed as though the Settlement Class had never been certified pursuant to the Settlement Agreement and such findings had never been made.

16. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Settlement Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Defendants. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in this action. In no event shall this Order, the fact that a settlement was reached, the Settlement Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in this action, in any other action, or in any judicial, administrative, regulatory,

arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Settlement Agreement.

17. **Continuance of Fairness Hearing.** The Court reserves the right to continue the date of the Fairness Hearing without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

18. **Stay of Proceedings.** All proceedings in this action are stayed until further Order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.

19. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case. Nothing in this Order shall be construed as a finding (1) that any Defendant was a fiduciary under ERISA or (2) of any wrongdoing by any Defendant under ERISA or any other statute, regulation, case law, common law doctrine, or other legal authority.

20. **Injunction.** The Settlement Class Members and their heirs, executors, administrators, successors and assigns, as well as the Plan, are preliminary barred and enjoined from instituting or prosecuting any of the Released Claims against any of the Released Parties pending final approval of the proposed Settlement.

21. **Jurisdiction.** This Court retains jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement and the Settlement.

IT IS SO ORDERED.

Dated: _____
THE HONORABLE HERMAN N. JOHNSON, JR.
UNITED STATES MAGISTRATE JUDGE