



AlaFile E-Notice

63-CV-2025-900067.00

Judge: COREY G. SEALE

To: JAMES MICHAEL TERRELL
jterrell@mmlaw.net

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN ET AL V. PECO FOODS INC.
63-CV-2025-900067.00

The following matter was FILED on 9/25/2026 5:34:58 PM

C001 RYAN EARNESTINE

C002 BENSON DOROTHY

C003 HARRISON MICHAEL

C004 CARSON ALLAN

C005 HUGHES ARTHUR

C006 HARGRAVE CRYSTAL

C007 FEYJES KRISTI

C008 DUNCAN JASON

C009 PATRICK FELICIA

C010 CALDWELL ANJESSICA

MOTION FOR AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES & CLASS
REPRESENTATIVE SERVICE AWA

[Filer: TERRELL JAMES MICHAEL]

Notice Date: 9/25/2026 5:34:58 PM

MAGARIA HAMNER BOBO
CIRCUIT COURT CLERK
TUSCALOOSA COUNTY, ALABAMA
714 GREENSBORO AVENUE
TUSCALOOSA, AL, 35401

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magaria.bobo@alacourt.gov

**STATE OF ALABAMA**

Revised 3/5/08

Cas

Unified Judicial System

63-TUSCALOOSA

☐ District Court
 ☒ Circuit Court

CV20

CIVIL MOTION COVER SHEET

EARNESTINE RYAN ET AL V. PECO FOODS INC.

Name of Filing Party: C001 - RYAN EARNESTINE
 C002 - BENSON DOROTHY
 C003 - HARRISON MICHAEL
 C004 - CARSON ALLAN
 C005 - HUGHES ARTHUR
 C006 - HARGRAVE CRYSTAL
 C007 - FEYJES KRISTI
 C008 - DUNCAN JASON
 C009 - PATRICK FELICIA
 C010 - CALDWELL ANJESSICA

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

JAMES MICHAEL TERRELL

2201 ARLINGTON AVENUE SOUTH

BIRMINGHAM, AL 35205

Attorney Bar No.: TER015

☐ Oral Arguments Requested
TYPE OF MOTION**Motions Requiring Fee**

- ☐ Default Judgment (\$50.00)
 Joinder in Other Party's Dispositive Motion
☐ (i.e. Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
☐ Judgment on the Pleadings (\$50.00)
☐ Motion to Dismiss, or in the Alternative Summary Judgment (\$50.00)
 Renewed Dispositive Motion (Summary
☐ Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
☐ Summary Judgment pursuant to Rule 56 (\$50.00)
☐ Motion to Intervene (\$297.00)
☐ Other _____
 pursuant to Rule _____ (\$50.00)

*Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.

☐ Local Court Costs \$ 0
Motions Not Requiring Fee

- ☐ Add Party
☐ Amend
☐ Change of Venue/Transfer
☐ Compel
☐ Consolidation
☐ Continue
☐ Deposition
☐ Designate a Mediator
☐ Judgment as a Matter of Law (during Trial)
☐ Disburse Funds
☐ Extension of Time
☐ In Limine
☐ Joinder
☐ More Definite Statement
☐ Motion to Dismiss pursuant to Rule 12(b)
☐ New Trial
☐ Objection of Exemptions Claimed
☐ Pendente Lite
☐ Plaintiff's Motion to Dismiss
☐ Preliminary Injunction
☐ Protective Order
☐ Quash
☐ Release from Stay of Execution
☐ Sanctions
☐ Sever
☐ Special Practice in Alabama
☐ Stay
☐ Strike
☐ Supplement to Pending Motion
☐ Vacate or Modify
☐ Withdraw
☒ Other MOTION FOR AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES &

CLASS REPRESENTATIVE SERVICE
AWA

pursuant to Rule Ala.R.Civ.P. 23(e) (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees) ☐

Date:

9/25/2026 5:31:25 PM

Signature of Attorney or Party
/s/ JAMES MICHAEL TERRELL

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN, DOROTHY BENSON,	)	
MICHAEL HARRISON, ALLAN CARSON,	)	
ARTHUR HUGHES, CRYSTAL HARGRAVE,	)	
JASON DUNCAN, FELICIA PATRICK	)	Case No.: 2025-CV-900067.00
AND ANJESSICA CALDWELL, individually	)	
and on behalf of all others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
PECO FOODS INC.,	)	
	)	
Defendant.	)	

**MOTION FOR AWARD OF ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES, AND CLASS REPRESENTATIVE
SERVICE AWARDS RELATED TO CLASS SETTLEMENT**

Class Counsel petitions this Honorable Court to determine and award a reasonable attorneys' fee totaling one-third of the value of the Settlement Fund or \$316,666.67, reimbursement of litigation expenses of \$26,947.68 and service awards to each of the named Plaintiffs in the amount of \$2,500.00 each (a total of \$22,500.00). These amounts are authorized by the Settlement Agreement and are customary for complex data breach litigation such as this. As grounds therefore, and as outlined in more detail in the accompanying Memorandum and Declaration of James M. Terrell, Class Counsel respectfully states as follows:

1. The Nature of the Employment and the Issues Presented.

Plaintiffs' claims are set forth in the amended complaint filed in this action. Class Counsel recognized at the outset that this case would involve complex and time-consuming litigation involving extensive investigation, discovery and review of substantial records and files. Throughout the course of this litigation, Plaintiffs' claims have been vigorously pursued by Class Counsel and vigorously resisted and contested by Defendant and its counsel. Eventually, the

parties successfully reached a settlement only after mediating this matter with a nationally recognized mediator, Jill R. Sperber.

2. The Measure of Success Achieved and the Value of the Employment.

The settlement recovery represents a monetary recovery to the Class of \$950,000.00. Court approved notice of the settlement setting forth the nature of the attorneys' fees and expense request by Class Counsel was sent to the members of the Settlement Class as required by the Court's Order granting preliminary approval of the proposed settlement. The Settlement avoids the uncertainty of continued protracted litigation and the possibility of future appeals which could postpone any recovery and extend this litigation over a period of years.

3. The Weight of the Responsibility Assumed as a Result of the Employment.

The weight of the responsibility assumed by Class Counsel is significant. Pittman, Dutton, Hellums, Bradley and Mann, P.C., Morgan & Morgan Complex Litigation Group and Methvin, Terrell, Yancey, Stephens & Miller, P.C., along with several other firms, have been primarily responsible for litigating this matter. Since litigation was initially commenced, Counsel's activities have included review and analysis of data and documents produced in this litigation, preparation and filing of pleadings, discussions and meetings with Plaintiffs, numerous meetings and discussions with co-counsel to plan strategy; extensive negotiations and mediation sessions surrounding the settlement and preparation, review and edification of settlement documentation.

Class Counsel's fee request is within the acceptable percentage of fees that could be awarded in a class action settlement in Alabama. Therefore, an attorneys' fee award of one-third of the value of the Settlement Fund plus reimbursement of litigation expenses constitutes a fair and reasonable attorneys' fee and expense award, particularly in view of the time expended and results achieved. Class Counsel handled this case on a contingency basis and placed at risk a

substantial amount of attorney time, resources, and expenses if a successful recovery had not been achieved. Absent the efforts of Class Counsel in this matter, it is unlikely that there would have been any recovery achieved on behalf of the Class Members for the claims brought in this litigation. It would not have been economically feasible or possible for numerous Class Members to individually assert and litigate these claims.

4. Fee Customarily Charged in the Locality for Similar Legal Services.

In Alabama and in the Eleventh Circuit,¹ “attorneys’ fees awarded from a common fund shall be based upon a reasonable percentage of the fund established for the benefit of the class.” *Camden I Condo. Ass’n v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991); *see also Edelman & Combs v. Law*, 663 So.2d 957, 959 (Ala. 1995) (“in a class action where the plaintiff class prevails and the lawyer’s efforts result in a recovery of a fund, by way of settlement or trial, a reasonable attorney fee should be determined as a percentage of the amount agreed upon in settlement or recovered at trial.”). The Settlement Fund in this case is \$950,000.00 and was obtained through the efforts of Class Counsel in this litigation.

5. The Learning, Professional Experience and Reputation of the Attorneys and the Skill and Labor Requisite to the Proper Discharge of the Employment Undertaken.

Class Counsel respectfully leaves to this Honorable Court the determination as to the learning, experience and skill employed by Class Counsel in discharging their duties to the Class in connection with this case. Class Counsel routinely handle complex litigation, including numerous data breach class actions in federal and state courts throughout the United States, and

¹ Because Ala. R. Civ. P. 23 is substantially similar to Fed. R. Civ. P. 23, “[f]ederal cases construing the Federal Rules of Civil Procedure are persuasive authority in construing the Alabama Rules of Civil Procedure, which were patterned after the Federal Rules of Civil Procedure.” *Ex parte Novartis Pharms. Corp.*, 975 So.2d 297, 300 n. 2 (Ala. 2007).

have been appointed to serve as Class Counsel in numerous nationwide and statewide class actions representing plaintiff classes in data breach, privacy, consumer fraud and other complex commercial litigation in state and federal courts throughout the United States.

6. Time Consumed, Reasonable Expenses and Fee Arrangement with the Clients.

The fee arrangement of Class Counsel was solely and exclusively contingent upon the outcome of this case. Because this case proceeded as a class action, any fee must first be determined and awarded by this Honorable Court. The litigation has been prosecuted for more than two (2) years during which time Class Counsel has received no compensation. Class Counsel assumed all of the risks associated with a full contingent fee arrangement and would not be entitled to any fees if the litigation resulted in no recovery or a final judgment in favor of the Defendant. Additionally, Class Counsel spent more than five hundred eighty (580) hours litigating this case and have incurred extensive expenses related to this litigation. Reimbursement of these expenses was also contingent on a successful recovery in this case.

7. The Nature and Length of a Professional Relationship, the Likelihood that a Particular Employment May Preclude Other Employment, and the Time Limitations Imposed by the Client or by the Circumstances.

This case has required the devotion of substantial time and money by Class Counsel. The time and expense devoted to this case by Class Counsel necessarily precluded employment and attention to other matters.

8. The Class Representatives Should Receive a Service Award.

Class Counsel also applies to the Court, on behalf of Plaintiffs, for a service award of \$2,500.00 to compensate each named Plaintiff for their efforts on behalf of the Settlement Class. Plaintiffs and Class Counsel believe that this amount is fair and reasonable and is supported by applicable case law.

9. Conclusion.

In conclusion, Class Counsel respectfully request that this Honorable Court award an attorneys' fee of \$316,666.67, reimbursement of litigation expenses of \$26,947.68 and service awards to each of the named Plaintiffs in the amount of \$2,500.00 each. Class Counsel respectfully submits that this is an appropriate and reasonable fee, expense, and service award commensurate with the guidelines established by the Alabama Supreme Court.

Dated: September 25, 2026

Respectfully submitted,

/s/ James M. Terrell

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CERTIFICATE OF SERVICE

I hereby certify that on September 25, 2026, I filed the foregoing using the Alafile system which will transmit a true and correct copy of the foregoing to all Counsel of Records in this matter.

/s/ James M. Terrell

OF COUNSEL



IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN, DOROTHY BENSON,	)	
MICHAEL HARRISON, ALLAN CARSON,	)	
ARTHUR HUGHES, CRYSTAL HARGRAVE,	)	
JASON DUNCAN, FELICIA PATRICK	)	Case No.: 2025-CV-900067.00
AND ANJESSICA CALDWELL, individually	)	
and on behalf of all others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
PECO FOODS INC.,	)	
	)	
Defendant.	)	

**MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR AWARD OF
 ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES AND CLASS
 REPRESENTATIVE SERVICE AWARDS RELATED TO CLASS SETTLEMENT**

COMES NOW Class Counsel and respectfully submits the following Memorandum of Law in support of their Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards in connection with the class action settlement achieved in the above-captioned matter.

I. INTRODUCTION

After more than two (2) years of contentious and hotly contested litigation, Plaintiffs and Class Counsel were able to produce a fair and reasonable settlement for the benefit of the Settlement Class. This settlement provides substantial monetary benefits to Settlement Class Members and constitutes a successful resolution to a complex and difficult case. In recognition of Class Counsel's hard work securing this settlement for the Settlement Class, Class Counsel respectfully request the Court: (i) award attorneys' fees in the amount of \$316,666.67; and (ii) reimburse litigation expenses in the amount of \$26,947.68. Additionally, Class Counsel seek service awards for each of the named Plaintiffs in the amount of \$2,500.00 each (a total of

\$22,500.00). As demonstrated herein and in the accompanying Declaration of James M. Terrell (attached hereto as Exhibit A), these requests are fair and reasonable in light of the benefit created by the settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

For the factual and procedural background underpinning this case, Class Counsel respectfully refer the Court to, and hereby incorporate by reference, Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law in Support ("MPA") (filed on July 8, 2026).

III. ARGUMENT

A. THE REQUESTED AWARD OF FEES AND EXPENSES IS REASONABLE AND WARRANTED

Through skillful and focused litigation, Class Counsel achieved a settlement that provides \$950,000.00 in monetary relief to the Settlement Class. (*See* Settlement Agreement (attached as Exhibit 1 to MPA)). As compensation for this exceptional recovery, Class Counsel seek an award of reasonable attorneys' fee totaling one-third of the Settlement Fund (\$316,666.67)¹ and reimbursement of litigation expenses in the amount of \$26,947.68. These amounts are authorized by the terms of the Settlement Agreement and are routinely approved in complex data breach litigation such as this.

As shown in greater detail below, Class Counsel's request is reasonable and should be approved by the Court because:

- the Settlement provides valuable monetary benefits to the Class;

¹ In addition to compensating Class Counsel for work performed up until this date, the requested attorneys' fee also includes compensation for all future services to be performed by Class Counsel. Based upon first-hand experience, these services will require a continuing commitment of time, effort and resources.

- Class Counsel spent over five hundred eighty (580) hours prosecuting this litigation;
- substantial work remains to be done in the monitoring and implementation of the Settlement, for which Class Counsel will receive no further compensation;
- Class Counsel undertook the litigation of this matter on a completely contingent basis, advancing all expenses and accepting all risk that they could work for years and receive no compensation or reimbursement whatsoever; and
- Class Counsel's fee request here is based upon a percentage of the common fund created by the settlement and is well within the range adopted by the Alabama Supreme Court.

Indeed, it was only through the efforts of Class Counsel and Plaintiffs—taken at their own risk—that the settlement was obtained for the Class. *Cf. In re Rio Hair Naturalizer Prods. Liab. Litig.*, No. MDL 1055, 1996 WL 780512, at *17 (E.D. Mich. Dec. 20, 1996) (“Absent Petitioners’ efforts, there would be no fund[s] whatsoever for distribution to class members.”).

Importantly, the fee negotiations between Class Counsel and Defendant were conducted at arm’s-length, during a mediation session overseen by a nationally recognized mediator, Jill R. Sperber, and only after all material terms of the Settlement were agreed upon. Therefore, the requested fees and expenses merit approval.

1. Courts Regularly Approve Negotiated Fee Arrangements as Part of Class Action Settlements.

Fee agreements between plaintiffs and defendants in class actions of this nature are encouraged where, as is here, the fees are negotiated separately from and after all material terms of the settlement on behalf of the class have been agreed to by the parties. “In cases of this kind, we encourage counsel on both sides to utilize their best efforts to understandingly, sympathetically,

and professionally arrive at a settlement as to attorney's fees." *Johnson v. Georgia Highway Exp., Inc.*, 488 F.2d 714, 720 (5th Cir. 1974); *rev'd on other grounds*; see also *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997) ("parties to a class action properly may negotiate not only the settlement of the action itself, but also the payment of attorneys' fees"). The fee agreement here was negotiated only *after* all the substantive provisions of the Settlement were determined. See S.A. ¶ 7.1 ("The Settling Parties did not discuss the payment of attorneys' fees and litigation expenses and/or a service awards to Representative Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable attorneys' fees and litigation expenses and service awards to Representative Plaintiffs as may be agreed to by Peco and Proposed Class Counsel and/or as ordered by the Court, or, in the event of no agreement, then as ordered by the Court.").

In *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983), for example, the United States Supreme Court held that negotiated, agreed-upon attorneys' fee provisions, such as the one here, are the "ideal" toward which the parties should strive: "A request for attorney's fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount for a fee." *Accord In re Continental Illinois Sec. Litig.*, 962 F.2d 566, 568-70 (7th Cir. 1992) (market factors, best known by the negotiating parties themselves, should determine the quantum of attorneys' fee); *M. Berenson Co. v. Faneuil Hall Marketplace, Inc.*, 671 F. Supp. 819, 829 (D. Mass. 1987) ("The authorities encourage parties situated as those herein to agree as to the amount of the counsel fees to be paid. Whether a defendant is required by statute or agrees as part of the settlement of a class action to pay the plaintiffs' attorneys' fees, ideally the parties will settle the amount of the fee between themselves.").

The parties followed the recommended procedure here: Class Counsel and Defendant's Counsel separated the issues of settlement and fees, negotiating all substantive terms of the Settlement first and deferring discussion of attorneys' fees and expenses until after all substantive terms were in place. S.A. ¶ 7.1. The fee was negotiated under market conditions: Class Counsel wished to maximize their fees to compensate, as courts encourage, for their risk, contingency, innovation and creativity; Defendant's Counsel had a direct interest in negotiating the lowest amount their clients would be willing to pay. The result is an arm's-length, negotiated, reasonable fee that was set by market forces. Because the fee was negotiated after all of the other material aspects of the Settlement were resolved, there is no concern that the Class Members were prejudiced.

2. Class Counsel are Entitled Compensation for Creating a Common Benefit for the Class.

Attorneys who create a common fund or benefit for a group of persons are entitled to have their fees and costs based on the common benefit achieved. *Edelman & Combs v. Law*, 663 So.2d 957, 959 (Ala. 1995) ("in a class action where the plaintiff class prevails and the lawyer's efforts result in a recovery of a fund, by way of settlement or trial, a reasonable attorney fee should be determined as a percentage of the amount agreed upon in settlement or recovered at trial."); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] lawyer who recovers a common fund for the benefit of persons other than . . . his client is entitled to a reasonable attorneys' fee from the fund as a whole. . ."). Until Plaintiffs initiated this action, Defendant did not intend to compensate Class Members for the claims alleged by Plaintiffs in their amended complaint. It was only through the efforts of Plaintiffs and their attorneys that \$950,000.00 in monetary benefits were obtained for the Class.

a. Under the Common Benefit Doctrine, the Preferred Method of Calculating Attorneys' Fees is the Percentage Method.

The preferred approach to calculating the amount of attorneys' fees in common benefit cases is to award a percentage of the class benefit. *Camden I Condominium Ass'n v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991). Compensating counsel in common benefit and common fund cases on a percentage basis makes eminently good sense. First, it is consistent with the practice in the private marketplace where contingent fee attorneys are customarily compensated on a percentage-of-the-recovery method. *In re Public Service Co. of New Mexico*, 1992 WL 278452, *7 (S.D. Cal. July 28, 1992) ("If this were a non-representative litigation, the customary fee arrangement would be contingent, on a percentage basis, and in the range of 30% to 40% of the recovery").

Second, it provides plaintiffs' counsel with a strong incentive to effectuate the maximum possible recovery in the shortest amount of time necessary under the circumstances. *Duhaime v. John Hancock Mut. Life Ins. Co.*, 989 F. Supp. 375, 377 (D. Mass. 1997) (the advantage of the percentage method is that it focuses on result, rather than process, which better approximates the workings of the marketplace). Third, use of the percentage method decreases the burden imposed upon the Court by the "lodestar" method and assures that Class Members do not experience undue delay in receiving their share of the settlement. *See In re Activision Sec. Litig.*, 723 F. Supp. 1373 (N.D. Cal. 1989).

b. The Fee Award of One-Third is Reasonable and Warranted.

Here, Class Counsel's request for fees is one-third (33.33%) of the total settlement valued at \$950,000.00. This fee request is well within the range of those historically awarded in class actions and within the guidelines adopted by the Alabama Supreme Court. *See Edelman & Combs*, 663 So.2d at 960 (Ala. 1995) (finding that attorneys' fee awards ranging from 20% to 50% of a common fund may be reasonable).

In considering an attorneys' fee request, the Eleventh Circuit held that district courts should evaluate the twelve "*Johnson* factors." *Johnson v. Georgia Highway Expr., Inc.*, 488 F.2d 714 (5th Cir.1974). These twelve factors are: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability of the case"; (11) the nature and the length of the professional relationship with the client, and (12) awards in similar cases. *Johnson*, 946 F.2d at 772, n. 3. In addition to the *Johnson* factors, the Eleventh Circuit held that "other pertinent factors are the time required to reach a settlement, whether there are any substantial objections by class members or other parties to the settlement terms or the fees required by counsel, any non-monetary benefits conferred upon the class by the settlement, and the economics involved in prosecuting a class action." *Id.* at 775.

c. Class Counsel's Fee Request Satisfies the *Johnson* Factors.

Class Counsel's request for fees and reimbursement of expenses is fair and reasonable and satisfies the *Johnson* factors.

First, Class Counsel expended over five hundred eighty hours (580) litigating this case. The first action was filed more than two (2) years ago and was litigated continuously during that time. Plaintiffs reviewed information and documents provided by Defendant and the case was hotly contested. Class Counsel respectfully submits that these efforts satisfy the first *Johnson* factor.

Second, this action was a complex, class action that involved numerous difficult questions and issues related to a data breach and specific defenses, including standing, raised by Defendant. Moreover, it is clear that Defendant hired experienced and capable counsel who thoroughly litigated this matter leaving “no stone unturned.” This second *Johnson* factor is also satisfied.

The third and fourth *Johnson* factors are also met. Prosecution of class actions requires a particular skill and experience level that is not required in some other types of cases. Class Counsel has significant experience prosecuting these types of cases and respectfully submits that their experience and skill produced the results obtained in this case. Furthermore, Class Counsel had to forego other less risky employment opportunities to pursue this litigation to conclusion.

The fifth, sixth and twelfth *Johnson* factors focus on customary fees awarded in similar cases or circumstances. Typical, “non-class” cases are handled on a contingency fee basis. Class Counsel undertook this litigation on a purely contingent basis, thereby bearing the full risk of non-recovery. *Cf. In re Rio Hair*, 1996 WL 780512, at * 18 (recognizing risk entailed in a major investment of attorney time and financial resources over a period of nearly two years). Lost time and effort was not the only risk; Class Counsel also advanced substantial litigation expenses. Class Counsel’s fee request is within the range of customary fee awards in complex class actions.

The seventh *Johnson* factor examines the time limitations of the particular litigation. The time limitations and deadlines imposed in this case were similar to time constraints in other complex, class action cases.

The eighth factor examines the results obtained by Class Counsel. Class Counsel respectfully submits that this factor supports approval of the requested attorneys’ fee. Class Counsel’s efforts in this case were successful and resulted in the creation of \$950,000.00 in monetary benefits for class members.

Class Counsel will leave a finding of the next *Johnson* factor regarding their experience, reputation and expertise to the Court.

The tenth and eleventh *Johnson* factors are largely inapplicable to this case. While this litigation was complex and difficult, there is no evidence that it was particularly undesirable. Also, this is the first time that Class Counsel has represented Plaintiffs and this representation has lasted more than two (2) years.

Finally, the magnitude and complexity of this class action undertaken by Class Counsel cannot be overstated. At this time, it is not possible to judge the reaction of the Class to the Settlement because the objection deadline has not expired. After the expiration of the objection deadline and prior to the Fairness Hearing, Class Counsel intends to file a Memorandum Brief in Support of Final Approval which will address the reaction of the Class to the Settlement.

B. THE CLASS REPRESENTATIVES SHOULD RECEIVE A SERVICE AWARD.

Class Counsel also applies to the Court, on behalf of Plaintiffs, for a service award of \$2,500.00 to compensate each named Plaintiff for their efforts on behalf of the Settlement Class. Plaintiffs and Class Counsel believe that this amount is fair and reasonable.

Plaintiffs actively assisted in prosecuting the litigation. Specifically, Plaintiffs met with Class Counsel to assist in the preparation of this case. Plaintiffs were engaged in the litigation and settlement process and were prepared to participate in any trial of this case. Courts that have awarded such additional compensation have approved service awards in the same or more substantial amounts than the \$2,500.00 sought for each Plaintiff here. *See In re Dun & Bradstreet Credit Serv. Customer Litig.*, 130 F.R.D. 366, 373-74 (S.D. Ohio 1990) (approving awards in the amounts of \$35,000.00 and \$55,000.00 to five class representatives); *Enterprise Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 250-51 (S.D. Ohio 1991) (approving

\$50,000.00 to each of the six class representatives from a common fund); *Bogosian v. Gulf Oil Corp.*, 621 F. Supp. 27 (E.D. Pa. 1985) (awards of \$20,000.00 to each of two plaintiffs); *In re REVCO Sec. Litig., Arsam Co. v. Salomon Bros., Inc.*, 1992 U.S. Distr. LEXIS 7852 (N.D. Ohio May 5, 1992) (\$200,000.00 to named plaintiff). Accordingly, Class Counsel respectfully submits that a \$2,500.00 service award to each Plaintiff is fair and reasonable.

IV. **CONCLUSION**

WHEREFORE, Class Counsel respectfully requests that the Court grant the Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards Related to Class Settlement.

Dated: September 25, 2026

Respectfully submitted,

/s/ James M. Terrell

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CERTIFICATE OF SERVICE

I hereby certify that on September 25, 2026, I filed the foregoing using the Alafile system which will transmit a true and correct copy of the foregoing to all Counsel of Record in this matter.

/s/ James M. Terrell
OF COUNSEL



ELECTRONICALLY FILED
9/25/2026 5:34 PM
63-CV-2025-900067.00
CIRCUIT COURT OF
TUSCALOOSA COUNTY, ALABAMA
MAGARIA HAMNER BOBO, CLERK

EXHIBIT A

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN, DOROTHY BENSON,	)	
MICHAEL HARRISON, ALLAN CARSON,	)	
ARTHUR HUGHES, CRYSTAL HARGRAVE,	)	
JASON DUNCAN, FELICIA PATRICK	)	Case No.: 2025-CV-900067.00
AND ANJESSICA CALDWELL, individually	)	
and on behalf of all others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
PECO FOODS INC.,	)	
	)	
Defendant.	)	

DECLARATION OF JAMES M. TERRELL

I, James M. Terrell, am over the age of twenty-one, am competent to testify and have personal knowledge of the information contained herein, and hereby declare as follows:

1. I am a shareholder in the law firm Methvin, Terrell, Yancey, Stephens & Miller, P.C., counsel of record for Plaintiffs in this matter. I am a member in good standing of the bars of the States of Alabama and Mississippi. Along with my co-counsel, I serve as counsel for Plaintiffs. This affidavit is submitted in support of Plaintiffs' motion for an award of attorneys' fees and expenses requested for work performed by the team of lawyers representing Plaintiffs in connection with this litigation. I have personal knowledge of the facts below and, if called upon to do so, could and would testify competently thereto.

2. This firm is Class Counsel for Plaintiffs. Class Counsel undertook the representation of Plaintiffs on a purely contingent basis and this litigation was hard-fought and adversarial.

3. Negotiations on attorneys' fees and expenses between Class Counsel and Defendant were conducted at arm's-length and were presided over by a nationally recognized

mediator, Jill R. Sperber, and only after all material terms of the Settlement had been agreed upon by the parties.

I. Qualifications of Class Counsel

4. My firm handles a large amount of complex litigation, including numerous class actions in federal and state courts throughout the United States. I have been appointed lead counsel or co-lead counsel in many nationwide class actions.

5. I am a member of a team of lawyers that initiated this class action case on behalf of the Class Representatives. Along with my firm, Pittman, Dutton, Hellums, Bradley & Mann, P.C. and Morgan & Morgan Complex Litigation Group serve as my co-counsel and have been involved in the litigation and settlement of these claims on behalf of the Settlement Class Members.

6. Class Counsel are not aware of any conflicts of interest that exist between them and any members of the Settlement Class and are not aware of any conflicts of interest that exist between the Class Representatives and any members of the Settlement Class.

II. Preliminary Investigation and Filing of the Lawsuit

7. Prior to filing this action, counsel for Plaintiffs thoroughly investigated the facts and claims at issue, including: research and due diligence into other potentially affected employees; due diligence and analysis into potential legal claims and defenses; research on Defendant and its related corporate entities; and case law involving similar claims; and research and analysis on issues surrounding potential recovery and damages for the claims asserted. In addition, counsel conducted extensive legal research regarding available state and federal law claims, remedies, and class certification.

8. In July 2024, Plaintiffs Harrison, Carson, Hughes, Hargrave, Duncan, Patrick and Caldwell filed putative class action complaints in the United States District Court for the Northern

District of Alabama seeking certification of nationwide classes (the “Federal court litigation”). These actions were consolidated and a consolidated amended complaint was filed in the Federal Court litigation on October 18, 2024. On January 23, 2025, Plaintiffs Earnestine Ryan and Dorothy Benson filed a statewide class action against Defendant Peco Foods, Inc. in this Court. The Federal Court litigation and this litigation contained similar allegations and claims. Specifically, Plaintiffs in both actions contended that Defendant failed to safeguard their Personally Identifiable Information (“PII”) by allowing hackers to access Defendant’s network which resulted in the theft of Plaintiffs’ PII. On September 5, 2025, an amended complaint was filed in this action adding Plaintiffs Harrison, Carson, Hughes, Hargrave, Duncan, Patrick and Caldwell and the Federal court litigation was voluntarily dismissed without prejudice.

III. Negotiation of the Settlement

9. This action and the Federal court litigation were mediated on September 3, 2025 with Jill R. Sperber. This mediation session was intense and extremely hard fought, with each aspect of the settlement being vigorously negotiated. Virtually every term of the Settlement was hotly contested. Ultimately, the parties confronted these issues and reached agreement when it appeared on several occasions that a settlement could not be reached. The Class Representatives were consulted by Class Counsel and agreed that the settlement was fair and reasonable.

10. After the parties ultimately reached an agreement in principle on all material terms of substantive relief for the settlement class, they began negotiating, with the input, assistance, and oversight of Ms. Sperber, the amount of attorneys’ fees and costs that Defendant would pay to Class Counsel (subject to Court approval) and the amount of service awards Defendant would pay to the Class Representatives (also subject to Court approval). At all times, the issue of attorneys’ fees, costs, and class representative service awards was negotiated separately from the settlement

relief to class members. Like the other negotiations, these negotiations were conducted at arm's length and with the assistance and oversight of the mediator.

12. Following negotiations, the parties ultimately reached an agreement in principle on all issues related to the settlement and later executed a written term sheet memorializing those terms. For over seven months, the parties negotiated the terms of the written settlement agreement. Ultimately, the Settlement Agreement (the "Agreement") was drafted, finalized and executed by the Parties on April 23, 2026. In accordance with this Court's Order granting preliminary approval of the settlement, notice was emailed or mailed to the members of the Settlement Class on August 11, 2026.

The time and effort spent by all parties to this litigation demonstrate the rigor, intensity, and thoroughness of the mediation efforts, as well as the parties' commitment to working constructively toward a resolution. The proposed settlement addresses the reasonable objectives of the litigation. The exchange of information throughout the litigation and settlement process allowed the parties to sufficiently understand the relative strengths and weaknesses of their positions when fashioning the proposed settlement.

IV. The Relief Afforded to the Class by the Litigation and Settlement

13. The Settlement provides that Defendant shall create a \$950,000.00 non-reversionary Settlement Fund to provide each Settlement Class Member with (i) reimbursement of Ordinary Out-of-Pocket Losses up to \$1,000.00, (ii) reimbursement for Extraordinary Losses up to \$5,000.00, (iii) lost time up to 10 hours at a rate of \$40.00 per hour, subject to the \$5,000.00 cap on Extraordinary Losses; (iv) three years of triple bureau Credit Monitoring Services, and (v) residual cash payment up to \$550.00, and currently estimated to be \$100. *See* ¶¶ 2.2-2.7 of the Agreement. In order to receive a settlement payment, members of the Settlement Class only need

to complete a simple claim form. The Settlement Fund will also be used to pay Notice and Administration Costs, Proposed Class Counsel's fee award and costs, service awards, and taxes. *Id.* at ¶ 2.7. Additionally, for a period of three (3) years following the execution of the Settlement Agreement, Defendant commits to pay for, implement and continue certain data-security enhancements and business practices. *Id.* at ¶ 2.9.

V. Application for an Award of Attorneys' Fees and Reimbursement of Expenses

14. Class Counsel expended over five hundred eighty (580) hours litigating the case that produced this settlement. Class Counsel performed extensive work investigating, filing and litigating this class action. Class Counsel investigated the factual claims of Plaintiffs and evaluated various state laws in order to file this action. Class Counsel developed a discovery plan and reviewed information and documents produced by Defendant; participated in meetings and strategy sessions with Plaintiffs and co-counsel; attended a formal mediation session and spent substantial time negotiating and drafting the Settlement Agreement and the attendant pleadings required to obtain approval of this Settlement. All of these efforts directly contributed to the Settlement that provides valuable relief to members of the Settlement Class. The negotiations between the parties regarding an award of attorneys' fees were conducted at arm's-length and only occurred after all material aspects of the class relief were agreed upon.

15. Class Counsel agreed to represent Plaintiffs on a contingency fee basis and have not been paid any fees or expenses in this litigation from Plaintiffs.

16. Through the date of the Fairness Hearing, Class Counsel and the law firms working with Class Counsel have incurred expenses totaling \$26,947.68 litigating this action. Class Counsel's expenses primarily encompass filing fees, legal research, postage and copying charges, mileage, mediation fees and other administrative expenses. These expenses are maintained in the

books and records of Class Counsel and the law firms working with Class Counsel on behalf of Plaintiffs.

FURTHER DECLARANT SAYETH NOT.

/s/ James M. Terrell

James M. Terrell