

EXHIBIT 2

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MONROE COUNTY EMPLOYEES')	Civil Action No. 1:17-cv-00241-WMR
RETIREMENT SYSTEM and)	
ROOFERS LOCAL NO. 149 PENSION)	<u>CLASS ACTION</u>
FUND, Individually and on Behalf of)	
All Others Similarly Situated,)	DECLARATION OF MICHAEL
)	GRODI IN SUPPORT OF
Plaintiffs,)	APPLICATION FOR FINAL
)	APPROVAL OF CLASS ACTION
vs.)	SETTLEMENT AND AWARD OF
)	ATTORNEYS' FEES AND
THE SOUTHERN COMPANY,)	EXPENSES
THOMAS A. FANNING, ART P.)	
BEATTIE, EDWARD DAY, VI, G.)	
EDISON HOLLAND, JR., JOHN C.)	
HUGGINS and THOMAS O.)	
ANDERSON,)	
)	
)	
)	
Defendants.)	
_____)	

I, Michael Grodi, declare as follows:

1. I am the Chairman of Plaintiff and Class Representative Monroe County Employees' Retirement System ("Monroe County"), which is based in Monroe, Michigan, and holds approximately \$209 million in assets for the benefit of more than 1,700 participants. I respectfully submit this declaration in support of: (a) final approval of the \$87,500,000 settlement (the "Settlement") in the above-captioned case (the "Litigation") reached between Monroe County and fellow Class Representative Roofers Local No. 149 Pension Fund, on behalf of themselves and the Class, and the defendants in the Litigation; and (b) approval of Lead Counsel Robbins Geller Rudman & Dowd LLP's ("Robbins Geller") application for an award of attorneys' fees, and expenses and charges ("Expenses").

2. Monroe County understands that the Private Securities Litigation Reform Act of 1995 ("PSLRA") was intended to encourage institutional investors with large losses to manage and direct securities class actions. In filing the initial complaint in this action and seeking appointment as Class Representative, Monroe County understood its fiduciary duty to serve in the interests of the Class by supervising the management and prosecution of the case. Monroe County vigorously prosecuted this case on behalf of the Class for more than three years. Ultimately, Monroe County agreed to settle the case after balancing the risks of

further litigation, trial, and appeals, if we prevailed, against the immediate benefit of an \$87,500,000 recovery.

3. Following filing the initial complaint on January 20, 2017, Monroe County kept fully informed regarding case developments and procedural matters over the course of the Litigation, including engagement with Robbins Geller concerning the Litigation strategy in connection with dispositive motions, discovery, class certification, and the potential resolution of this action. In its capacity as Plaintiff and, later, Class Representative, Monroe County also: (a) reviewed pleadings and briefs submitted in this matter and correspondence concerning the status of the case; (b) identified and provided relevant information during the discovery process; (c) provided testimony at a deposition pursuant to Federal Rule of Civil Procedure 30(b)(6); and (d) evaluated the risks of continuing Litigation, including the possibility of a nominal recovery or even no recovery at all. Accordingly, Monroe County authorized Robbins Geller to settle this action for \$87,500,000 and believes this Settlement is fair and reasonable, represents an excellent recovery, and is in the best interest of the Class.

4. While Monroe County recognizes that any determination of fees is left to the Court, Monroe County believes that Robbins Geller's request for fees of 30% of the Settlement and expenses of \$853,866.45, plus interest on both amounts, is fair

and reasonable, as this Settlement would not have been possible without the diligent and aggressive prosecutorial efforts of Robbins Geller.

5. Monroe County and its staff spent many hours overseeing the prosecution of this Litigation on behalf of the Class – time that would otherwise have been focused on daily business activities of Monroe County. Nevertheless, Monroe County is not seeking any PSLRA-authorized reimbursement from the Settlement for the time it devoted to serving as Lead Plaintiff.

6. Monroe County respectfully requests that the Court grant final approval of the Settlement and Robbins Geller's application for an award of attorneys' fees and expenses.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this declaration was executed this 7 day of December, 2020, in Monroe, Michigan.

A handwritten signature in black ink, appearing to read 'Michael Grodi', is written over a horizontal line.

MICHAEL GRODI