

CLASS ACTION SETTLEMENT NOTICE

**IF YOU ARE OR WERE AN OWNER OR TENANT OF A
CONDOMINIUM UNIT IN CERTAIN BUILDINGS AT PORT LIBERTÉ,
YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT.**

**You must file a [Claim Form](#) to receive a cash payment.
For more information, visit www.PortLiberteSettlement.com**

A court authorized this notice.

Your legal rights are affected whether you act or don't act.

Read this notice carefully.

This notice informs you of a proposed settlement ("Settlement") of a class action claim against Simsmetal East LLC ("Simsmetal East"), Sims Group USA Holdings Corporation ("Sims Group," and together with Simsmetal East, "Simsmetal") and Sims Municipal Recycling of New York, LLC ("SMR," and together with Simsmetal, "Defendants"). Defendants have agreed, under the terms of the Settlement, to provide you with an opportunity to submit a valid and timely Claim Form through which you may be eligible to receive a cash payment, as further discussed below.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Claim Form

If you are an eligible Class Member who owned or leased a condominium unit at 1 Independence Way, 205 Shearwater Court West, 206 Shearwater Court West, 207 Shearwater Court West, 208 Shearwater Court West, 100 Shearwater Court East, 101 Shearwater Court East, 102 Shearwater Court East, 15 Freedom Way, or 4 Constellation Place, Jersey City, New Jersey that has windows, doors, balconies, or other open-air access facing Defendants' business operations at any time between April 26, 2018 and the January 23, 2026 (the "Class Period"), you are entitled to submit a Claim for a check.

If you received a notice about this Settlement by email or mail, you are part of the Settlement according to the records made available to the Parties to this lawsuit, and you are eligible for a cash payment from the Settlement.

To receive payment, you need to complete and submit a Claim Form in a timely manner. The Claim Form is necessary to ensure that only eligible Class Members receive a benefit. A Claim Form is available on the Settlement Website at www.PortLiberteSettlement.com or by calling the Settlement Administrator toll free at **877-206-2311**, or by writing the Settlement Administrator at **Port Liberté Settlement, c/o JND Legal Administration, PO Box 91232, Seattle, WA 98111**.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing	By doing nothing, you forfeit the opportunity to receive any compensation and you give up any rights to sue Defendants, and certain parties related to them, about the claims that have been or could have been asserted based on the facts alleged in this lawsuit.
Ask to be Excluded	By asking to be excluded, you will not share in this Settlement. This is the only option that allows you to keep any rights to sue Defendants about the same legal claims in this lawsuit.
Object	You may write to the Court about why you do not like the Settlement.
Go To A Hearing	You may ask to speak in Court about the fairness of the Settlement.

Your rights and options – and the deadlines to exercise them – are explained in detail below.

The Court in charge of this case still has to decide whether to give final approval to the Settlement. Payments will be made only if the Court approves the Settlement and after all appeals (if any) are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I receive notice of this lawsuit?

If you received a notice about this settlement by email or mail, the records made available to the Parties to this lawsuit indicate you are eligible for a cash payment from the Settlement because you owned or leased an applicable condominium unit at 1 Independence Way, 205 Shearwater Court West, 206 Shearwater Court West, 207 Shearwater Court West, 208 Shearwater Court West, 100 Shearwater Court East, 101 Shearwater Court East, 102 Shearwater Court East, 15 Freedom Way, or 4 Constellation Place, Jersey City, New Jersey at any time during the class period that has windows, doors, balconies, or other open-air access facing Defendants' business operations . Please note that not all condominium units in those buildings are involved in the proposed settlement.

You received an email or postcard notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This package (this "Long Form Notice") explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of New Jersey, Law Division, Hudson County, and the case is pending in front of the Honorable Joseph Turula, P.J.Cv. The lawsuit is known as *Lionel Medina, et al. v. Simsmetal East, LLC, et al.*, Docket No. HUD-L-1589-24. The people who sued are called the Plaintiffs, and the parties sued are called the Defendants.

2. What is this lawsuit about?

This is a proposed class action on behalf of owners and residents of certain condominium units in certain buildings located at the Port Liberté multi-home development in Jersey City, New Jersey at any time between April 26, 2018 and January 23, 2026 (the "Class Period"). Specifically, Plaintiffs allege that Defendants operated two industrial businesses at nearby Claremont Terminal that allegedly produced noise, odors, light, air pollution from dust, particulate matter and other causes, fires, and explosions, that caused the market value of their units to decrease and that interfered with their use and enjoyment of their units. Plaintiffs allege that, in operating their businesses at Claremont Terminal in this manner, Defendants' actions constitute both a public and private nuisance, as well as a trespass on Plaintiffs' property, were undertaken negligently, and give rise to strict liability as abnormally dangerous activities that pose a high degree of risk of harm to Plaintiffs and others. Defendants deny the allegations.

3. Why is this lawsuit a class action and who is involved?

In a class action lawsuit, one or more people called the "Class Representatives" or "Lead Plaintiffs" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members," and in this case are the "Settlement Class." The individuals or companies they sued – in this case the companies listed above – are called the Defendants. One Court resolves the issues for everyone in the Settlement Class, except for those people who choose to exclude themselves from the Settlement Class. Judge Turula is in charge of this case and has certified the lawsuit as a class action for settlement purposes only.

4. Why is there a settlement?

The Court did not issue a final ruling in favor of Plaintiffs or Defendants. Instead, the Class Representatives and Defendants agreed to enter into the Settlement after an extensive exchange of information and vigorous arms-length negotiations. That way, they avoid litigation costs and burdens, and the people allegedly affected by Defendants' alleged actions will get compensation as soon as possible. The Class Representatives, and the attorneys for the Class Representatives and the Settlement Class Members ("Class Counsel"), think the Settlement is best for the Settlement Class Members.

WHO IS COVERED BY THE SETTLEMENT?

5. Am I a Settlement Class Member?

The "Settlement Class" in this case is defined as:

All owners and residents during the class period of the condominium units in eight buildings within the Port Liberté community with addresses of 1 Independence Way, 205 Shearwater Court West, 206 Shearwater Court West, 207 Shearwater Court West, 208 Shearwater Court West, 100 Shearwater Court East, 101 Shearwater Court East, 102 Shearwater Court East, 15 Freedom Way, and 4 Constellation Place that have windows, doors, balconies, or other open-air access directly facing Defendants' business operations.

Your receipt of an email or postcard notice indicates that you have been identified as a potential Settlement Class Member because, according to the records made available to Plaintiffs and Defendants, you owned or leased an applicable condominium unit at one of the above buildings that has windows, doors, balconies, or other open-air access directly facing Defendants' business operations at any point during the Class Period (*i.e.*, between April 26, 2018 and January 23, 2026).

If you are not sure whether you are included in the Settlement Class, you may visit www.PortLiberteSettlement.com for more information. You can also contact the Settlement Administrator toll free at 877-206-2311, by emailing info@PortLiberteSettlement.com, or by writing the Settlement Administrator at **Port Liberté Settlement, c/o JND Legal Administration, PO Box 91232, Seattle, WA 98111**.

THE SETTLEMENT BENEFITS - WHAT YOU GET

6. What does the Settlement provide?

The complete terms of the proposed settlement are set forth in the Settlement Agreement, which is available at www.PortLiberteSettlement.com. This notice provides only a summary of the terms of the settlement. The capitalized terms as used in this notice have the same meaning as the terms set forth in the Settlement Agreement.

The Settlement provides that Defendants will establish a Settlement Fund valued in the amount of \$1,475,000. Settlement Class Members who owned or leased an eligible condominium unit at one of the buildings that is included in the Settlement Class at any point during the Class Period (*i.e.*, between April 26, 2018 and January 23, 2026) and who file valid Claims will receive a check. Payment amounts will be based on the number of settlement shares allocated to each Class Member, as explained in Question No. 7 below, and depend on four things: (1) whether you owned or leased the unit; (2) the number of years

that you owned or leased the unit and resided in the unit; (3) the building in which the unit is located; and (4) the number of other Claimants.

In addition, the Settlement provides that Defendants are undertaking a number of remedial measures at their respective facilities at Claremont Terminal to minimize and mitigate the alleged environmental impacts of the noise, odors, light, air pollution from dust, particulate matter and other causes, fires, and explosions that allegedly result from their respective industrial business operations. These measures are described in detail in the Settlement Agreement.

If approved by the Court, the Settlement will result in dismissal of this case and final resolution of all claims raised against Defendants. Such dismissal will release Defendants from liability for the claims in this lawsuit.

7. What can I get from the Settlement?

Settlement Overview

The Defendants have agreed to pay \$1,475,000 as part of the Settlement. If the Court approves the Settlement, Class Members who submit a valid Claim will receive a payment.

How Payments Are Calculated

Payment amounts are based on the number of settlement shares awarded to each Class Member. The number of shares you receive depends on:

- Whether you owned or lease the unit;
- Which building your unit is in (Primary Class or Secondary Class);
- How long you owned or lived in the unit; and
- The number of other Claimants.

Primary Class and Secondary Class Buildings

The number of shares a unit can receive depends on its building:

- **Primary Class** can receive up to 4 shares per unit and includes these buildings:
 - 1 Independence Way
 - 205, 206, 207 and 208 Shearwater Court West
 - 100, 101, and 102, Shearwater Court East
- **Secondary Class** can receive up to 1 share per unit and includes these buildings:
 - 15 Freedom Way
 - 4 Constellation Place

How Shares Are Calculated

You can earn 1 point for each true statement:

- You owned the unit.
- You lived in the unit.
- You owned the unit for at least 3 years during the Class Period.
- You lived in the unit for at least 3 years during the Class Period.

Primary Class units receive 1 share per point (up to 4 total shares).

Secondary Class units receive $\frac{1}{4}$ share per point (up to 1 total share).

If more than one person submits a valid Claim for the same unit, the shares for that unit will be divided proportionally.

Examples:

- If you owned and lived in a unit for 3 or more years, you would receive:
 - 4 shares for a unit in the Primary Class
 - 1 share for a unit in the Secondary Class
- If you lived in a unit for 3 or more years but didn't own it, you would receive:
 - 2 shares for a unit in the Primary Class
 - $\frac{1}{2}$ share for a unit in the Secondary Class

HOW YOU RECEIVE PAYMENT - SUBMITTING A CLAIM

8. How can I make a Claim?

If you are an eligible Settlement Class Member and you wish to receive a cash payment, you need to complete and submit a Claim Form in a timely manner. The Claim Form is available on the Settlement Website at www.PortLiberteSettlement.com, by calling the Settlement Administrator toll free at **877-206-2311**, by emailing info@PortLiberteSettlement.com, or by writing the Settlement Administrator at **Port Liberté Settlement, c/o JND Legal Administration, PO Box 91232, Seattle, WA 98111**.

The fully completed Claim Form must be submitted online through www.PortLiberteSettlement.com, or via U.S. Mail to the Settlement Administrator at **Port Liberté Settlement, c/o JND Legal Administration, PO Box 91232, Seattle, WA 98111**. The deadline for submission of the Claim Form online or by mail is **May 26, 2026**. Accordingly, mailed Claim Forms must be postmarked or delivered no later than **May 26, 2026**, and accurately addressed to the Settlement Administrator. If you do not participate in the claims process by **May 26, 2026**, you will not receive any settlement benefits. You may attend the Court hearing described below if you wish, but your attendance or non-attendance will not affect your eligibility to submit the Claim Form or receive a cash payment. You do not need to appear in Court, and you do not need to hire an attorney in this case.

9. When would I get my payment?

The Court will hold a hearing on **May 22, 2026 at 10:00 a.m.** to decide whether to approve the Settlement. If Judge Turula approves the Settlement, and after that, no appeal is taken, then you will be receiving your payment promptly. If an appeal is taken, then resolving it may take some time, perhaps up to, or more than, a year. Please be patient.

If you change your postal address before settlement benefits are issued, you should update your information online at www.PortLiberteSettlement.com or by sending a letter to the Settlement Administrator to ensure that you receive your cash payment. Remember, cash payments will be sent to the postal address that the Settlement Administrator has on file, so it is important that you update that address if it changes before the settlement benefits are distributed.

10. What am I giving up to get a payment or to stay in the Settlement Class?

If you are in the Settlement Class definition and do not exclude yourself from the Settlement Class, and the settlement is approved and becomes final, the settlement will be legally binding on you, and you will be bound by all judgments entered in the case. In exchange for the settlement benefits, you will release all claims against Defendants about the legal issues in this lawsuit. The Settlement Agreement, available at www.PortLiberteSettlement.com, describes the claims you are releasing (giving up) by staying in the Settlement Class (called “Released Claims”).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a cash payment from the Settlement, but you want to keep the right to sue or continue to sue Defendants, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or “opting out” of the Settlement Class.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator. Your request must include the following:

- a. Your full name, mailing address, telephone number, and email address;
- b. A statement that you are a Class Member and want to be excluded from the Port Liberté Settlement; and
- c. Your signature or the signature of an individual authorized to act on your behalf.

Any Class Member who wishes to be excluded from the Settlement Class can only opt out for himself or herself and, except for minors, cannot opt out for any other person. Nor can any person within the Settlement Class authorize any other person to opt out on his or her behalf.

You must mail your exclusion request, **postmarked by May 4, 2026**, to: **Port Liberté Settlement, c/o JND Legal Administration, PO Box 91232, Seattle, WA 98111.**

12. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the legal claims associated with the operation of Defendants’ industrial businesses at the Claremont Terminal that the Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **May 4, 2026**. Any exclusion request postmarked after that date will not be valid, and the sender will be a Settlement Class Member and bound by the Settlement, the Settlement Agreement, the Release, and any and all Court orders entered in this Action.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court decided that the law firms of Matsikoudis & Fanciullo, LLC of Jersey City, New Jersey and Law Offices of G. Martin Meyers, P.C. of Denville, New Jersey are qualified to represent you and all Settlement Class Members. These law firms are called “Class Counsel.” Both firms are experienced in handling similar cases. More information can be obtained about these law firms, their practices, and their lawyers’ experience by contacting the following Class Counsel:

William C. Matsikoudis, Esq.
Derek S. Fanciullo, Esq.
MATSIKLOUDIS & FANCIULLO, LLC
128 Monticello Avenue, STR 1
Jersey City, New Jersey 07304
(201) 915-0407
Email: bmatsikoudis@mf-legal.com
Website: www.mf-legal.com

G. Martin Meyers, Esq.
Justin A. Meyers, Esq.
LAW OFFICES OF G. MARTIN MEYERS, P.C.
35 West Main Street, Suite 106
Denville, New Jersey 07834
(973) 625-0838
Email: justin@gmeyerslaw.com
Website: www.gmeyerslaw.com

14. How will the lawyers be paid?

Class Counsel have pursued this lawsuit on a contingency basis and have paid all costs of the lawsuit. These attorneys have not yet been paid or recovered any of their costs associated with the lawsuit. As part of the Settlement, Class Counsel will request a payment of 33.33% (\$491,617.50) of the Settlement Fund for their reasonable attorneys’ fees, plus reimbursement of out-of-pocket litigation costs of \$52,884.92. Class Counsel’s petition for fees and costs will be filed with the Court no later than **March 16, 2026** and may be reviewed by any interested party. The Court will determine reasonable attorneys’ fees and costs at the Final Approval Hearing based on Class Counsel’s Application and any responses to that Application. Defendants are also paying two-thirds of the costs of this and other notice to the Settlement Class and to administer this settlement. Class Counsel’s attorneys’ fees and out-of-pocket litigation costs will come out of the settlement fund. In addition, one-third of the notice and settlement administrative costs will also come out of the settlement fund. No Settlement Class Member will pay anything.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not like or agree with the Settlement or some part of it.

15. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, and have not excluded yourself from the Settlement Class, you can object to the settlement and/or to Settlement Class Counsel’s request for attorneys’ fees and costs. To object, you must file with the Court and send to the Settlement Administrator, Class Counsel, and Defendants’ Counsel a written objection which includes the following:

- a. The name of this lawsuit: “Lionel Medina, et al. v. Simsmetal East, LLC, et al.”;
- b. Your full name, mailing address, telephone number, and email address;
- c. State whether you are represented by counsel, and if so the identity of such counsel;
- d. Provide proof of membership in the Settlement Class;

- e. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any evidence and documents in support of the objection; and
- f. Your signature or the signature of an individual authorized to act on your behalf.

To be considered by the Court, your objection must be filed with the Clerk of the Court by **May 4, 2026** *and* also must be mailed to the Settlement Administrator postmarked no later than **May 4, 2026**, with copies to Class Counsel and Defendants' Counsel at the following addresses:

THE COURT	SETTLEMENT ADMINISTRATOR
Clerk of the Court Superior Court of New Jersey, Law Division, Hudson County Hudson County Administration Building 595 Newark Avenue Jersey City, New Jersey 07306	Port Liberté Settlement c/o JND Legal Administration PO Box 91232 Seattle, WA 98111
CLASS COUNSEL	DEFENDANTS' COUNSEL
William C. Matsikoudis, Esq. Matsikoudis & Fanciullo, LLC 128 Monticello Avenue, STR 1 Jersey City, New Jersey 07304 Ph: (201) 915-0407 Email: bmatsikoudis@mf-legal.com	Leo J. Hurley, Jr., Esq. Connell Foley LLP Harborside 5 185 Hudson Street, Suite 2510 Jersey City, New Jersey 07311 Ph: (201) 521-1000 Email: lhurley@connellfoley.com David E. Sellinger, Esquire Greenberg Traurig, LLP 500 Campus Drive, Suite 400 Florham Park, New Jersey 07932 Ph: (973) 360-7900 Email: sellingerd@gtlaw.com

Class Members may object either on their own or through an attorney hired at their own expense. If an objecting Class Member hires an attorney to represent him or her, that attorney must file with the Court and serve upon Class Counsel and Defendants' Counsel, a notice of appearance no later than 20 days before the Final Approval Hearing.

Note that you can ask the Court to deny approval of the settlement by filing an objection, but you can't ask the Court to order a different settlement; the Court can only approve or reject the settlement that is now before it. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **May 22, 2026 at 10:00 a.m.** at the Superior Court of New Jersey, Law Division, Hudson County, Hudson-Brennan Courthouse, 583 Newark Avenue, Jersey City, New Jersey 07306 in Courtroom 2D. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Judge Turula will listen to people who have asked to speak at the hearing within the time to do so set by the Court. At or after the hearing, the Court will also decide whether to approve the Settlement and how much to pay Class Counsel. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Turula may have. But you are welcome to come at your own expense. If you send an objection, you may come in person to the Court for the Final Approval Hearing, retain your own attorney to appear for you at the Final Approval Hearing, or not attend at all, and the Court will consider your objection.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Medina, et al. v. Simsmetal East LLC, et al.*, Docket No. HUD-L-1589-24." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **May 4, 2026** and be sent to: (1) the Court at the Hudson-Brennan Courthouse, 583 Newark Avenue, Jersey City, New Jersey 07306; (2) JND Legal Administration, **Port Liberté Settlement, c/o JND Legal Administration, PO Box 91232, Seattle, WA 98111**; (3) William C. Matsikoudis, Esq., MATSIKLOUDIS & FANCIULLO, LLC, 128 Monticello Avenue, STR 1, Jersey City, New Jersey 07304; (4) Leo J. Hurley, Jr., Esq., CONNELL FOLEY LLP, Harborside 5, 185 Hudson Street, Suite 2510, Jersey City, New Jersey 07311; and (5) David E. Sellinger, Esq., GREENBERG TRAURIG, LLP, 500 Campus Drive, Suite 400, Florham Park, New Jersey 07932.

You cannot speak at the hearing if you excluded yourself from the Settlement Class.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing – including not completing a Claim Form – you will be a member of the Settlement Class and will forfeit the opportunity to receive any monetary compensation. You will also give up any rights to sue Defendants separately about the claims that have been or could have been asserted in this lawsuit.

Questions? Visit www.PortLiberteSettlement.com, call 877-206-2311, or email info@PortLiberteSettlement.com

GETTING MORE INFORMATION

21. Are there more details available?

The pleadings, the Settlement Agreement, and other papers filed in this lawsuit are available for your inspection in the Superior Court of New Jersey, Law Division, Hudson County, Hudson County Administration Building, 595 Newark Avenue, Jersey City, New Jersey 07306.

Additional information may be obtained on the Settlement Website at www.PortLiberteSettlement.com. You may also contact the Settlement Administrator toll free at **877-206-2311**, by emailing **info@PortLiberteSettlement.com**, or in writing at **Port Liberté Settlement, c/o JND Legal Administration, PO Box 91232, Seattle, WA 98111**. Additionally, you may contact Class Counsel, whose contact information is listed above or visit Class Counsel's website at www.mf-legal.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK OF THE COURT.

Date: January 23, 2026