

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into by and between plaintiffs Lionel Medina, Ekaterina Vorobeva, Karista Vaeth, and Jennifer Scullion, individually and in their representative capacities on behalf of all others similarly situated (collectively “Plaintiffs”), by and through their counsel, and Defendants 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”) (collectively, the “Parties” or singularly “Party”), by and through their respective counsel, to effect the settlement of the below-referenced class action litigation as set forth in this Agreement, subject to Court approval.

RECITALS:

WHEREAS, on April 26, 2024, Plaintiffs filed a lawsuit through a Class Action Complaint (the “Complaint”) captioned *Medina, et al. v. Simsmetal East LLC, et al.*, Docket No. HUD-L-1589-24, in the Superior Court for the State of New Jersey, Law Division, Hudson County (the “Litigation”), on behalf of a proposed class of residents of certain buildings contained within a multi-unit condominium development located in Jersey City, New Jersey known as part of Port Liberté (“Port Liberté”), and against Simsmetal and a third entity; and

WHEREAS, Plaintiffs have alleged, *inter alia*, that the conduct of Defendants’ respective business activities in the industrial area known as Claremont Terminal, in Jersey City, New Jersey, has produced certain adverse environmental impacts, including without limitation, noise, odors, light, air pollution from dust, particulate matter and other causes, fires, and explosions, that have injured Plaintiffs, including without limitation, by causing the market value of their condominium

units at Port Liberté to decrease and interfering with Plaintiffs' use and enjoyment of such condominium units; and

WHEREAS, Plaintiffs further alleged that 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; and

WHEREAS, Plaintiffs seek compensatory, statutory, exemplary, and punitive damages, attorneys' fees and costs, and injunctive and declaratory relief prohibiting Defendants' complained-of conduct in the future; and

WHEREAS, on August 28, 2024, Plaintiffs filed a Motion to Amend the Complaint to name SMR as an additional Defendant, to change the definition of the class that Plaintiffs proposed to certify to include certain units in eight condominium buildings that front or are immediately adjacent to the waterway between Port Liberté and Claremont Terminal and have windows, doors, balconies, or other open-air access facing towards Defendants' facilities at Claremont Terminal, and to make certain other changes; and

WHEREAS, the Court granted Plaintiffs' Motion to Amend the Complaint and, on October 22, 2024, Plaintiffs filed a First Amended Class Action Complaint (the "FAC"); and

WHEREAS, , Plaintiffs and Simsmetal engaged in written, document and other discovery; and

WHEREAS, the Parties agreed to an informal stay of all further discovery and litigation activity to permit them to engage in settlement discussions, and, over the past ten months, engaged in extensive and hotly-contested arms-length settlement negotiations; and

WHEREAS, in connection with those negotiations, Defendants produced, at the specific request of Plaintiffs' counsel, substantial and substantive informal discovery regarding the nature and environmental impact of Defendants' respective business activities, including (1) with respect to SMR, an informal interview on January 6, 2025, of Thomas Outerbridge, SMR's President, and Thomas Ferretti, SMR's Operations Manager, by Plaintiffs' counsel and their industrial hygiene expert, and a November 11, 2025 certification from Mr. Outerbridge, a copy of which is attached as **Exhibit G**, regarding certain facts about environmental and other operating conditions at the facility operated by SMR, which was subject to review, comment and approval by Plaintiffs' counsel and is being provided to the Court in the Litigation, and with respect to Simsmetal, four in person meetings and one video conference between Plaintiffs' counsel and Simsmetal representatives, including the Chief Operations Officers, at which certain facts about environmental and other operating conditions at the facility operated by Simsmetal were discussed in detail.

WHEREAS, on or about December 1, 2025, the Parties were able to reach an amicable resolution of the Litigation on a class-wide basis, the terms of which are set forth in this Agreement; and

WHEREAS, Defendants continue to deny the claims of Plaintiffs, continue to deny any wrongdoing or liability of any kind whatsoever to Plaintiffs or the Settlement Class (as defined below), and continue to assert that they fully complied with New Jersey and municipal law in all conduct with respect to the subject matter of the Litigation; and

WHEREAS, Plaintiffs have concluded that settlement is desirable due to the substantial risks in pursuing their claims and those of the Settlement Class against Defendants, and to avoid the time, expense and inherent uncertainties of protracted litigation and to resolve finally and

completely all pending claims of Plaintiffs and all members of the Settlement Class which were or could have been asserted based on the facts alleged in the FAC relating to the conduct of Defendants' business activities; and

WHEREAS, Defendants have concluded, without admitting liability, that settlement is desirable to avoid the time, further expense and burdens of protracted litigation and to resolve finally and completely all pending claims of Plaintiffs and all members of the Settlement Class which were or could have been asserted based on the facts alleged in the FAC, relating to the conduct of Defendants' business activities; and

WHEREAS, Plaintiffs recognize the costs and risks of prosecuting the Litigation through class certification and trial, and believe that their interests, and the interests of all Settlement Class Members, in resolving the Litigation and the claims against Defendants set forth in this Agreement are best served by and through the terms contained within this Agreement; and

WHEREAS, the parties believe this Settlement is a fair means of resolving the Litigation; and

WHEREAS, Defendants enter the Settlement with no admission of liability and expressly do not waive any argument, defense or position asserted in the Litigation; and

WHEREAS, the Parties desire to compromise and settle all issues and claims relating to the facts alleged by Plaintiffs in the Litigation or that could have been asserted under or relating to the facts alleged in the Litigation concerning Defendants' business activities, by or on behalf of all persons included in the Settlement Class; and

WHEREAS, solely for purposes of the Settlement, the Parties agree to the certification of a Settlement Class 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 facing Defendants’ business operations”; and

WHEREAS, Plaintiffs and Class Counsel believe that this Agreement offers significant benefits to Class Members and is fair, reasonable, adequate, and in the best interests of all Class Members; and

WHEREAS, the Parties desire and intend to seek Court approval of the settlement as set forth in this Agreement;

NOW, THEREFORE, it is stipulated and agreed that, in consideration of the promises and mutual covenants set forth in this Agreement and the entry by the Court of a Final Order and Judgment (as defined below), the Litigation shall be settled and compromised on the terms and conditions set forth below. It is further agreed that each of the Recitals stated above is true and accurate and is made a part of this Agreement.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1.1. Applicable Allocated Percentage. The term “Applicable Allocated Percentage” shall have the meaning set forth in Paragraph 3.7 below.

1.2. Claim. The term “Claim” means submission of a valid Claim Form (defined below) for a cash payment in the form of a check as described in paragraph 3.8 below.

1.3. Claim Form. The term “Claim Form” means the form Class Members (defined below) must complete and submit to make a Claim for a cash payment under this Agreement. The Claim Form shall be substantially similar to the form attached as **Exhibit A** to this Agreement.

1.4. Claimant. The term “Claimant” means any Class Member (defined below) who submits a valid Claim Form, as determined by the Settlement Administrator (defined below) pursuant to Paragraph 3.8 of this Agreement, for a cash payment as described in Paragraph 3.1 below.

1.5. Claims Period. The term “Claims Period” means the time period during which Claim Forms may be submitted by Class Members (defined below) and shall conclude 120 days after entry of the Preliminary Approval Order (defined below).

1.6. Claremont Terminal. The term “Claremont Terminal” shall mean the industrial area located at Claremont Terminal Channel, Jersey City, New Jersey, situated at 40.677603°N - 74.0637523°W, at which Defendants (defined below) conduct business operations.

1.7. Class Condominium Building. The term “Class Condominium Building” means one of the Primary Condominium Buildings (defined below) or the Secondary Condominium Buildings (defined below) involved in the Litigation, as identified in the below definition of the Settlement Class.

1.8. Class Condominium Unit. The term “Class Condominium Unit” means a condominium unit in one of the Class Condominium Buildings involved in the Litigation (as defined below).

1.9. Class Counsel. The term “Class Counsel” means Matsikoudis & Fanciullo, LLC and Law Offices of G. Martin Meyers, P.C.

1.10. Class Counsel Fees and Expense Award. The term “Class Counsel Fees and Expense Award” means the amount awarded to Class Counsel by the Court for attorneys’ fees, costs and expenses.

1.11. Class Email Notice. The term “Class Email Notice” (or “Email Notice”) shall mean the Court-approved form of email notice sent by the Settlement Administrator (defined below) to Class Members (defined below) informing them of (a) the preliminary approval of the Settlement; (b) the scheduling of the Final Approval Hearing (defined below); and (c) the opportunity to submit Claims or to exclude themselves from or object to the Settlement. The Class Email Notice shall be substantially similar to the form attached as **Exhibit B** and shall be approved by the Court before dissemination.

1.12. Class Long Form Notice. The term “Class Long Form Notice” (or “Long Form Notice”) means the notice document that will be disseminated or made available to the Class Members (defined below) and will contain full and complete information about the Litigation (defined below) and the claims and defenses asserted by the Parties (defined below), the Class Settlement (defined below) memorialized in this Agreement, and the procedures for Class Members to participate in the Settlement, to exclude themselves from the Settlement, or to object to all or any aspect of the Settlement, such as Class Counsel’s application for attorneys’ fees, costs and expenses. The Class Long Form Notice shall be substantially similar to the form attached as **Exhibit C** and shall be approved by the Court before dissemination.

1.13. Class Members. The term “Class Members” means the members of the Settlement Class, as defined below.

1.14. Class Period. The term “Class Period” means the time period from April 26, 2018 through the date of Preliminary Approval (defined below).

1.15. Class Postcard Notice. The term “Class Postcard Notice” (or “Postcard Notice”) shall mean the Court-approved form of postcard notice to Class Members informing them of (a) the preliminary approval of the Settlement; (b) the scheduling of the Final Approval Hearing (as defined below); and (c) the opportunity for Class Members to submit claims or to exclude themselves from or object to the Settlement. The Class Postcard Notice shall be substantially similar to the form attached as **Exhibit D** and shall be approved by the Court before dissemination.

1.16. Class Publication Notice. The term “Class Publication Notice” or (“Publication Notice”) shall mean the Court-approved form of notice to be published on two occasions in the electronic version of The Star-Ledger (www.nj.com/starledger) , as set forth in paragraph 5.4(c) below, providing notice of (a) the preliminary approval of the Settlement; (b) the scheduling of the Final Approval Hearing (as defined below); and (c) the opportunity for Class Members to submit Claims or to exclude themselves from or object to the Settlement. The Class Publication Notice shall be substantially similar to the form attached as **Exhibit E** which shall be approved by the Court before dissemination.

1.17. Class Representatives. The term “Class Representatives” (or “Named Plaintiffs”) means Plaintiffs Lionel Medina, Ekaterina Vorobeva, Karista Vaeth, and Jennifer Scullion. “Class Representatives,” “Named Plaintiffs,” and “Plaintiffs” are used interchangeably throughout this Agreement and have the same meaning.

1.18. Court. The term “Court” means the Superior Court of New Jersey, Law Division, Hudson County, where the Litigation (as defined below) is pending.

1.19. Defendants. The term “Defendants” means the named Defendants in the FAC: Simsmetal East LLC, Sims Group USA Holdings Corporation and Sims Municipal Recycling of New York, LLC.

1.20. Defendants' Counsel. The term "Defendants' Counsel" refers collectively to the law firm of Connell Foley LLP, attorneys for Simsmetal (as defined below) and the law firm of Greenberg Traurig, LLP, attorneys for SMR (as defined below).

1.21. Effective Date. The term "Effective Date" (or "Settlement Effective Date") is the date on which this Settlement becomes Final (as defined below).

1.22. FAC. The term "FAC" shall mean and refer to the First Amended Complaint filed by Plaintiffs (as defined below) in the Litigation (as defined below).

1.23. Final. With respect to the Judgment (as defined below), this Settlement or the Class Counsel Fees and Expense Award, "Final" means that the time for appeal or petition for review or writ of certiorari has expired or, if an appeal or petition for review is taken and dismissed or the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, materially modified or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Judgment and this Settlement shall not become Final. Any proceeding or order or any appeal or petition for review or writ of certiorari pertaining solely to the Class Counsel Fees and Expense Award will not in any way delay or preclude the Judgment or this Settlement from becoming Final, provided, however, that Defendants shall have no obligation to pay any Class Counsel Fees and Expenses until a Final determination on the appropriate amounts of such Class Counsel Fees and Expenses has been made.

1.24. Final Approval Hearing and Order. The term "Final Approval Hearing" means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order, and the term "Final Approval Order" means the Court order that finally certifies the Settlement Class, approves the Settlement as set forth in this Agreement, approves payment of the

Class Counsel Fees and Expense Award, and makes such other final rulings as are contemplated by this Agreement.

1.25. Judgment. The term “Judgment” means the order of the Court to be issued following the Final Approval Order.

1.26. Litigation. The term “Litigation” means and refers to *Medina, et al. v. Simsmetal East LLC, et al.*, Docket No. HUD-L-1589-24, which is pending in the Superior Court for the State of New Jersey, Law Division, Hudson County.

1.27. Metal Shredder. The term “Metal Shredder” means and refers to the equipment utilized by Simsmetal at its facility to shred metal for its metal recycling operations.

1.28. MRF. The term “MRF” means and refers to the Materials Recovery Facility operated by SMR (as defined below) and located at 165 Linden Avenue East, Jersey City, New Jersey.

1.29. Notice and Other Administrative Costs. The term “Notice and Other Administrative Costs” means all costs actually incurred by the Settlement Administrator (as defined below) in administrating the Settlement, including but not limited to the Settlement Administrator’s administrative fee, setting up and operating the Settlement Website (as defined below), determining the names and addresses of Class Members, disseminating the Class Email Notice, Class Postcard Notice and Class Long Form Notice, and causing the Class Publication Notice to be published, including the cost of such publication, investigating and adjudicating Claim Forms submitted by persons claiming to be Class Members, disseminating the payments to the Class Members, and tracking Objections (as defined below) and Requests for Exclusion (as defined below).

1.30. Notice Period. The term “Notice Period” means the period beginning three weeks (i.e., 21 days) after entry of the Preliminary Approval Order and ending 30 days later (i.e., 52 days after Preliminary Approval, as defined below).

1.31. Objection and Objection Date. The term “Objection Date” means the date agreed upon by the Parties (as defined below) or otherwise ordered by the Court for Settlement Class Members to file an “Objection” to the Settlement or to any terms or provisions set forth in this Agreement, and to submit any required supporting statements, proof or other materials or argument, pursuant to Section VII of this Agreement.

1.32. Parties. The term “Parties” collectively means Plaintiffs Lionel Medina, Ekaterina Vorobeva, Karista Vaeth, and Jennifer Scullion, on behalf of themselves and all others similarly situated (the Settlement Class), by and through their counsel, and Defendants Simsmetal East LLC, Sims Group USA Holdings Corporation and Sims Municipal Recycling of New York, LLC, by and through their counsel.

1.33. Plaintiffs. The term “Plaintiffs” means Plaintiffs Lionel Medina, Ekaterina Vorobeva, Karista Vaeth, and Jennifer Scullion, individually and in their representative capacity on behalf of all others similarly situated (the Settlement Class).

1.34. PLHA. The “PLHA” refers to the Port Liberté Homeowners’ Association, 50 Aurora Place, Jersey City, New Jersey.

1.35. Port Liberté. The term “Port Liberté” refers to the multi- unit condominium development located in Jersey City, New Jersey where each of the Plaintiffs reside and own condominiums and where each of the Class Members do reside and/or have resided via leasehold interest or ownership of a condominium, and/or, alternatively, owned a condominium unit.

1.36. Preliminary Approval. The term “Preliminary Approval” means that the Court has entered an order preliminarily certifying the Settlement Class and preliminarily approving the Settlement and the terms and conditions of this Agreement, including the content and manner of providing notice to Class Members.

1.37. Preliminary Approval Order. The term “Preliminary Approval Order” means the order of the Court preliminarily certifying the Settlement Class for settlement purposes only and preliminarily approving the class Settlement memorialized in this Agreement. The Preliminary Approval Order shall be substantially similar to the form attached as **Exhibit F**, subject to Court approval.

1.38. Primary Class Buildings. The term “Primary Class Buildings” shall refer to the condominium apartment complexes located at the buildings with street 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, and 102 Shearwater Court East, in Jersey City, New Jersey, which directly face Claremont Terminal.

1.39. Request for Exclusion. The term “Request for Exclusion” means any request by any Class Member to be excluded from, or to “opt out” of, the Settlement pursuant to the provisions of Section VI of this Agreement.

1.40. Secondary Class Buildings. The term “Secondary Class Buildings” shall refer to the apartment complexes located at the buildings with street addresses of 15 Freedom Way and 4 Constellation Place in Jersey City, New Jersey, which did directly face Claremont Terminal for a portion of the Class Period until the construction of new residential building between the apartment complexes and Claremont Terminal.

1.41. Settlement. The term “Settlement” means the agreement by the Parties to resolve, on a class-wide basis, the Litigation and all Released Claims as set forth in paragraph 9.1, the terms of which have been memorialized and provided for in this Agreement.

1.42. Settlement Administrator. The term “Settlement Administrator” means JND Legal Administration, 1201 2nd Avenue, Suite 3400, Seattle, Washington 98101.

1.43. Settlement Class. The term “Settlement Class” means:

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 facing Defendants’ business operations.

1.44. Settlement Costs. The term “Settlement Costs” shall refer collectively to the costs of (a) valid Claims timely submitted by Class Members via completed Claim Forms; (b) Class Members’ share of the Notice and Other Administrative Costs actually incurred by the Settlement Administrator (including check distribution costs and costs relating to the Class Publication Notice and the Settlement Website, as defined below); and (c) the Class Counsel Fees and Expense Award.

1.45. Settlement Fund. The term “Settlement Fund” means the total cash commitment by Defendants, collectively, for purposes of effecting the class Settlement of the Litigation, as described in Sections III and IV of this Agreement, but excluding two-thirds (2/3) of the Notice and Other Administrative Costs, which are being separately paid by Simsmetal and SMR. The Settlement Fund includes: (a) all cash payments to Class Members; (b) Attorneys’ Fees and Costs to Class Counsel; and (c) one-third (1/3) of the Notice and Other Administrative Costs. The total cash commitment by each Defendant, excluding Simsmetal’s and SMR’s respective one-third (1/3)

shares of the Notice and Other Administrative Costs, is described in Section III of this Agreement. The payment and disposition of the Settlement Fund is subject to the provisions of this Agreement.

1.46. Settlement Website. The term “Settlement Website” means a website created, operated, and maintained by the Settlement Administrator solely for the purpose of making available to the Class Members the documents and information related to the Litigation and this Settlement. The content of the Settlement Website must be approved by Class Counsel and Defendants’ Counsel before posting or otherwise making it available to Class Members, which approval shall not be unreasonably withheld.

1.47. Shredder Barrier: The term “Shredder Barrier” means and refers to the barrier to be constructed by Simsmetal between the Metal Shredder and/or its associated equipment and Port Liberté.

1.47. Simsmetal. The term “Simsmetal” refers collectively to Defendants Simsmetal East LLC and Sims Group USA Holdings Corporation.

1.49. SMR. The term “SMR” refers to Defendant Sims Municipal Recycling of New York, LLC.

1.50. SMR Facilities. The term “SMR Facilities” refers collectively to the MRF and the SMR Glass Plant (as defined below).

1.51. SMR Glass Plant. The term “SMR Glass Plant” means and refers to the glass plant facility operated by SMR and located at 165 Linden Avenue East, Jersey City, New Jersey.

1.52. SSN/TIN. The term “SSN/TIN” means, with respect to a Class Member who is a natural person, that person’s Social Security Number, and with respect to a Class Member which is a business entity, that entity’s Federal Taxpayer Identification Number, as appropriate.

1.53. Tax Returns. The term “Tax Returns” means, collectively, all federal, state and local tax returns and information returns required to be filed with relevant governmental entities by the Settlement Fund.

1.54. Total Cash Settlement Payment. The term “Total Cash Settlement Payment” means the total amount being paid in Settlement benefits to Class Members and refers to the amount of the Settlement Fund remaining after deducting (a) Class Members’ one-third (1/3) share of the Notice and Administrative Costs; and (b) Class Counsel’s Fees and Expenses.

II. REQUIRED EVENTS

2.1. Plaintiffs shall take all reasonable and necessary steps, subject to the Court’s availability, to obtain entry of the Preliminary Approval Order and to move for the Final Approval Order as soon as practicable. Defendants’ Counsel shall cooperate as set forth in this Agreement.

2.2. Plaintiffs shall move for, and Defendants’ Counsel shall not oppose, entry of a Preliminary Approval Order in the same or substantially identical form as that attached as **Exhibit F**. In moving for preliminary approval of this Settlement, Plaintiffs shall seek only certification of a settlement class that is expressly conditional on the Settlement obtaining final approval from the Court.

a. If the Court does not enter a Final Approval Order or the settlement does not occur, Defendants expressly reserve their right to challenge the propriety of class certification for any purpose as if the Parties had never entered into this Agreement.

b. The proposed form of the order that includes language certifying a settlement class shall expressly state that the Parties and Class Counsel agree that certification of the Settlement Class is a certification for settlement purposes only, and that Defendants retain their

right to object to class certification in the Litigation or in any other putative class action if the Court does not enter a Final Approval Order or the settlement does not occur.

2.3. Plaintiffs will use their best reasonable efforts, consistent with the terms of this Agreement, to promptly obtain a Final Approval Order. Defendants shall cooperate as set forth in this Agreement.

2.4. The Parties will submit a request to the Court to stay all discovery obligations and other activity in the Litigation while the motions for Preliminary Approval and Final Approval described in paragraphs 2.2 and 2.3 above are pending.

2.5. The Parties acknowledge that prompt approval, consummation and implementation of the Settlement set forth in this Agreement is essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Agreement, shall promptly perform their respective obligations, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials or information reasonably necessary or appropriate to carry out the terms of this Agreement and the transactions that it contemplates.

III. SETTLEMENT TERMS

3.1. Benefit to Settlement Class Members from the Settlement Fund. Defendants will pay a total of \$1,475,000 in cash to fund the following: (a) valid Claims (as determined by the Settlement Administrator pursuant to paragraph 3.9(b) below) timely submitted by Class Members via completed Claim Forms (as described in paragraph 3.8 below); (b) Class Members' one-third (1/3) share of the Notice and Other Administrative Costs actually incurred by the Settlement Administrator (including check distribution costs and costs relating to the Class Publication Notice and the Settlement Website, as described in Section V below); and (c) the Class Counsel Fees and

Expense Award, as described in paragraph 4.1 below. Simsmetal is only responsible for paying \$1,250,000 and SMR is only responsible for paying \$225,000 of the Settlement Fund. Other than Defendants' funding the Settlement Fund and Simsmetal and SMR also each paying one-third (1/3), respectively, of the Notice and Other Administrative Costs, Defendants shall have no further payment obligations to (a) Plaintiffs; (b) the participating Class Members who do not timely submit a valid Request for Exclusion; (c) the Settlement Administrator; or (d) Class Counsel, under the Settlement or this Agreement.

3.2 Notice and Other Administrative Costs. All settlement administration costs, including but not limited to the costs of (a) identifying Class Members; (b) printing, distributing and tracking documents associated in any manner with the Settlement; (c) publishing the Class Publication Notice; (d) distributing notices and settlement payments to Class Members; (e) determining the validity of claims; (f) determining the Applicable Allocated Percentages of participating Settlement Class Members under this Settlement; (g) providing necessary reports and declarations; and (h) any other duties and responsibilities necessary to administer the Settlement, shall be paid by the parties as follows: Simsmetal and SMR are each responsible for paying one-third (1/3) of the Notice and Other Administrative Costs, and their full shares shall be paid separately and independently of the Settlement Fund, and Class Members are responsible for paying one-third (1/3) of the Notice and Other Administrative Costs, and their full share is included in the Settlement Fund.

3.3 Injunctive Relief by Simsmetal. In partial consideration for the dismissal of the Litigation with prejudice under the terms of this Agreement, Simsmetal will undertake the following actions, which it estimates will require significant capital investment and operational adjustments.

a. Hotline

Within 30 days of Final Approval, Simsmetal shall create a hotline telephone number (the “Hotline”), calls to which shall be directed to a Simsmetal electronic voicemail box, which will then be promptly disseminated to operational, EHS and community affairs management on site between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, in order to receive calls from Port Liberté residents regarding concerns about operations generally and, more specifically, as delineated in this Agreement. Simsmetal shall log all calls to the Hotline, and shall take commercially reasonable efforts to investigate and resolve each complaint made on the Hotline in a timely and good-faith manner. In addition, during any period in which the outside temperature is at least 40 degrees Fahrenheit, Simsmetal shall promptly disseminate to SMR, between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, calls complaining of excessive odors which the caller states he or she believes are emanating from Claremont Terminal. Upon forwarding any odor complaint to SMR, and determining that Simsmetal is not the source of the odor, Simsmetal shall be relieved of any further obligation to investigate and/or remediate the odor complaint that was forwarded to SMR. All calls to the Hotline shall be logged with the date, time, caller contact information (if provided), nature and description of the call, and actions taken in response, if any.

b. Noise

(i) Training: Simsmetal shall implement and maintain a mandatory training program for all employees whose job functions may contribute to the generation of excessive or loud impulse noises at the Simsmetal Facility, specifically, equipment operators and yard supervisors. Initial training shall be completed within ninety (90) days of the Settlement Effective Date for all current relevant employees, and, subsequently, for all new hires prior to beginning of independent operation of applicable machinery. Refresher training shall be conducted annually.

(ii). Overnight Noise: Within one year of the Settlement Effective Date, Simsmetal shall take any and all necessary steps to ensure that activities at the Simsmetal Facility do not cause noise levels in excess of fifty decibels (50db), pursuant to N.J.A.C. 7:29-1.1 *et seq.*, and Jersey City Ordinance § 222-5.2, to reach the Port Liberté property line between the hours of 10:00 p.m. and 7:00 a.m. Among these measures, but without limitation, Simsmetal shall construct the Shredder Barrier designed to reduce the impact of noise emanating from the Metal Shredder and/or its associated equipment. All vessel/stevedoring activities at the Simsmetal Facility shall be conducted from 7:00 a.m. until 10:00 p.m. Monday through Friday, and 8:00 a.m. until 10:00 p.m. Saturday and Sunday.

c. Air pollution:

(i) Fugitive Dust: Within thirty (30) days of the Settlement Effective Date Simsmetal shall make commercially reasonable efforts to ensure that activities at the Simsmetal Facility do not cause unreasonable levels of fugitive dust emissions to leave the Simsmetal Facility by, without limitation, creating and implementing a fugitive dust emissions plan and training program.

(ii) Air Monitoring: Simsmetal shall conduct a three-month air monitoring program at two locations on the northern side of Simsmetal Facility plus one location to be determined for purposes of background sampling, to commence within six months of the Settlement Effective Date, in order to monitor PM10. Simsmetal will share a summary of all hourly sampling results and corresponding meteorological data with Plaintiffs' counsel monthly.

d. Fire Detection and Suppression Systems:

(i). Stockpile Safety Measures: Simsmetal shall equip all shredder infeed post-consumer recyclable metal stockpiles with fire detection and prevention systems. These systems shall include, at a minimum:

(a). Infrared thermal imaging cameras and/or heat sensors and/or comparable systems, such as human detection, capable of detecting elevated temperatures or potential hot spots;

(b) Fire extinguishers and other portable suppression equipment accessible throughout the Facility and inspected regularly.

(ii) Fire Suppression Infrastructure Implementation: The equipment set forth above, shall be installed and operational within ninety (90) days of the Settlement Effective Date. Simsmetal shall also develop and maintain site-specific fire response procedures, including coordination with the local fire department.

e. Light:

(i) Upon completion of the Shredder Barrier, Simsmetal shall reasonably reorient lights from the Metal Shredder and its vicinity that face Port Liberté in order to minimize impact of lights shining toward Port Liberté.

(ii) Within ninety (90) days of Settlement Effective Date, Simsmetal shall take commercially reasonable measures to minimize the impact of light west of the Metal Shredder on residences in Port Liberté.

3.4. Injunctive Relief by SMR. As further relief to the Class Members, SMR will undertake the following actions.

a. To address complaints of excessive noise at night emanating from SMR's business activities at the SMR Facilities, SMR will maintain the process through which the back-up alarms on SMR mobile equipment in use at the SMR Facilities are shut down, and use only strobe lights, from 6:00 p.m. to 6:00 a.m. SMR will also instruct, and use its best efforts to require, third-party tug operators delivering or picking up barges going to or from the SMR Facilities to continue to maintain the process through which they communicate by means other than loudspeaker, to the extent that such tug operators are under SMR's control. SMR's obligations in this regard also include tugs transporting barges used by SMR which are temporarily "parked" in the waterway on the Northeast-facing side of Claremont Terminal, whether or not their presence is related to processing activities there.

b. To address complaints of excessive light emanating from SMR's business activities at the SMR Facilities at night, SMR (a) has investigated and adjusted downward the direction of, and added hoods to, the lights mounted on the exterior of the SMR Glass Plant that are visible from parts of Port Liberté, and will continue to maintain such lighting changes to the extent that they do not compromise operational safety; and (b) has investigated the lights located to the east of the receiving building of the MRF and determined that none of those lights are pointed at Port Liberté, and that all of them are used in connection with SMR's business, and, accordingly, no adjustments to those lights are necessary.

c. Handling of Odor-related Calls to Hotline.

(i) To address calls from Class Members to the Hotline (described in paragraph 3.3 above) complaining of excessive odors during any period in which the outside temperature is at least 40 degrees Fahrenheit, SMR will implement a procedure to investigate and follow-up on such calls which are directed by Simsmetal to SMR between the hours of 9:00 a.m. to 5:00 p.m. on weekdays

(other than holidays). SMR will maintain a log of such calls, including the results of such investigations and any actions taken to mitigate the odor.

(ii) SMR will promptly investigate any odor-related calls to the Hotline which are directed to SMR by SimsMetal as described in paragraph 3.4(c)(i) above. If SMR is able to confirm that either of the MRF Facilities is the source of the odor, SMR will promptly make commercially reasonable efforts in a good faith manner within a reasonable time to mitigate the odor with a misting or similar system.

(iii) If the caller provides an email address, SMR will send an email to that caller informing him or her of SMR's determination of whether or not one of the MRF Facilities is the source of the odor and, if so, what SMR has done or is doing to mitigate the odor. Upon sending an email informing a caller that one of the MRF Facilities is not the source of the odor complaint to SMR, or if the caller does not provide an email address, SMR shall be relieved of any further obligation to investigate, remediate or report on such odor complaint.

3.5. Creation of and Payments into the Settlement Fund, and Payment of Notice and Administrative Costs.

a. In further partial consideration for the dismissal of the Litigation with prejudice under the terms of this Agreement, Defendants shall create a Settlement Fund to make payments of settlement benefits to the Class Members and to make the other payments as set forth below.

b. Within ten calendar days of entry of the Preliminary Approval Order, Defendants shall pay to the Settlement Administrator all amounts to be paid for providing notice of the Settlement, as set forth in Section V below.

c. Within five calendar days after the Settlement Effective Date, Defendants shall pay or cause to be paid into the Settlement Fund the following:

(i) The Defendants' respective one-third shares of the remaining estimated Notice and Administrative Costs payable to the Settlement Administrator, as set forth in Section V below. SimsMetal's and SMR's total respective shares of the payments required in this paragraph and in paragraph 3.5(b) above and 3(g) below are not included within, but are in addition to, the amount of their contributions to the Settlement Fund.

(ii) The Class Counsel Fees and Expenses Award, as set forth in Section IV below. Simsmetal shall be responsible for paying \$461,465.80 (84.75%) of that amount. SMR shall be responsible for paying \$83,036.62 (15.25%) of that amount. Immediately upon clearance of these amounts, the Settlement Administrator shall remit to Class Counsel by wire transfer the Class Counsel Fees and Expenses Award.

(iii) The Total Class Settlement Payment. The Total Class Settlement Payment shall equal the amount of the remainder of the Total Settlement Amount after deducting (i) the amount of Class Members' one-third (1/3) share of the Notice and Other Administrative Costs due to the claims administrator; and (ii) the total amount of the Class Counsel Fees and Expenses Award due from both Defendants. The Total Class Settlement Payment (plus interest as set forth in section 3(f) below) represents the amount of total cash benefits available to the Class Members.

d. Interest earned on the Settlement Fund shall compound within that fund and shall be available to pay Settlement benefits to Class Members.

After all payments of Settlement benefits to Class Members have been paid and all other tasks of settlement administration have been completed by the Settlement Administrator (other than the

payment called for in subparagraph 3(f) below), the Settlement Administrator shall issue a final invoice to Defendants and Class Counsel for any remaining fees and costs of settlement administration. Defendants shall pay their respective one-third shares, and the Class Members' one-third share shall be paid out of the Settlement Fund.

e. If any money remains in the Settlement Fund after the payment of each of the amounts set forth in subparagraphs (b) through (d) above, that amount shall be paid by the Settlement Administrator in the form of a check to the PLHA, as a *cy pres* distribution, for further use or distribution as the Board of the PLHA deems appropriate.

3.6. Form of Payment to Class Members. All Settlement benefits to be paid to Class Members who have filed a valid Claim are to be paid in the form of a check issued in the name of the Class Member, based upon the records of ownership and leases of the Class Condominium Units, as compiled by the Settlement Administrator with the assistance of the Parties.

3.7. Plan of Allocation and Applicable Allocated Percentages for Class Members. Class Members who have filed a valid Claim shall be entitled to payment of cash benefits from the Settlement Fund on a *pro rata*, per-share basis, according to the following formula, which is based on the individual Class Condominium Unit in which the Class Member owns or owned, or resides or resided, as appropriate, and the Class Condominium Building in which that unit is located.

a. A Class Member who has submitted a valid Claim and who either currently resides, or during the Class Period, formerly resided, in a Class Condominium Unit in one of the Primary Buildings, will receive one discrete residency settlement share for that status.

b. A Class Member who has submitted a valid Claim and who either currently owns, or during the Class Period, formerly owned, a Class Condominium Unit in one of the Primary Buildings, will receive one discrete ownership settlement share for that status.

c. A Class Member who has submitted a valid Claim and who either currently resides or during the Class Period, formerly resided in a Class Condominium Unit in one of the Primary Class Buildings for three years or more, will receive one additional discrete residency settlement share for that status.

d. A Class Member who has submitted a valid Claim and who currently owns or during the Class Period formerly owned a Class Condominium Unit for three years or more in one of the Primary Class Buildings, will receive one additional discrete ownership settlement share for that status.

e. A Class Member who has submitted a valid Claim and who either currently resides, or during the Class Period, formerly resided, in a Class Condominium Unit in one of the Secondary Class Buildings, will receive a one-quarter residency settlement share for that status.

f. A Class Member who has submitted a valid Claim and who either currently owns, or during the Class Period, formerly owned, a Class Condominium Unit in one of the Secondary Class Buildings, will receive a one-quarter ownership settlement share for that status.

g. A Class Member who has submitted a valid Claim and who currently resides or during the Class Period formerly resided in a Class Condominium Unit in one of the Secondary Class Buildings for three years or more, will receive a one-quarter additional residency settlement share for that status.

h. A Class Member who has submitted a valid Claim and who currently owns or during the Class Period formerly owned a Class Condominium Unit for three years or more in one of the Secondary Class Buildings, will receive a one-quarter additional ownership settlement share for that status.

i. The owners and residents of each Class Condominium Unit in a Primary Class Building are entitled, collectively, to a maximum of two residency shares and two ownership shares per Class Condominium Unit. The owners and residents of each Class Condominium Unit in a Secondary Class Building are entitled, collectively, to a maximum of one-half residency share and one-half ownership share per Class Condominium Unit. If more than one owner owned a Class Condominium Unit, the ownership settlement share shall be allocated equally among them. If more than one owner owned a Class Condominium Unit for more than three years, the additional ownership settlement share shall be allocated equally among them. If more than one resident resided in a Class Condominium Unit, the residency settlement share shall be allocated equally among them. If more than one resident resided in a Class Condominium Unit for more than three years, the additional residency settlement share shall be allocated equally among them.

j. Only persons holding legal ownership or leasehold interests in the Class Condominium Units shall be entitled to Settlement benefits. The final determination of ownership and residency shares shall be made by the Settlement Administrator based upon such records as it deems necessary reflecting legal ownership and lessee status in the Class Condominium Units. The Settlement Administrator shall calculate the Applicable Allocated Percentage for each Class Member, taking into account: (a) the dates in which the Class Member resided in or owned, as appropriate, one or more Class Condominium Units; and (b) the number of other Class Members, if any, who also resided in or owned, as appropriate, a given Class Condominium Unit during the period in question, and the dates of their respective ownership or residency, as appropriate, such that the Settlement Administrator can determine the number of residency or ownership shares, as appropriate, to which each Class Member is entitled, as specified in paragraph 3.7(a) through (i) above.

3.8. Proof of Claim.

a. To submit a Claim for a cash payment under the Settlement, a Claimant must complete and submit a Claim Form that includes certain information specified in the Claim Form, sufficient to permit the Settlement Administrator to identify the Class Member and confirm the Claimant's ownership or residency status in Class Condominium Unit, as appropriate. Each Claimant shall complete the Claim Form either in online or in hard copy form and shall either submit the Claim Form to the Settlement Administrator electronically via the Settlement Website or mail the original signed Claim Form to the Settlement Administrator so that it is received by the last day of the Claims Period.

b. In the event that a Class Member submits a timely Claim Form by the Claims Deadline but the Claim Form is incomplete or deficient, then the Settlement Administrator shall give such Class Member reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than 30 calendar days after the Claims Deadline. In the event the Settlement Administrator receives such information more than 30 calendar days after the Claims Deadline, then any such claim shall be denied without further notice. The Settlement Administrator may contact any Class Member who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

3.9. Review of Claims.

a. Class Counsel shall provide the Settlement Administrator with the addresses of Class Condominium Units that Class Counsel has identified and a list of owners and residents of Class Condominium Units during the Class Period from a list Class Counsel has obtained from the PLHA via a discovery subpoena. The parties agree that such list is not necessarily accurate and complete and may be supplemented by additional information obtained

by the Settlement Administrator. In that regard, the Settlement Administrator shall use its own independent efforts to identify additional past and present owners and residents of Class Condominium Units, using the above list furnished by Class Counsel. The Settlement Administrator's independent efforts will include, without limitation, employing search procedures, such as those conducted by TransUnion LLC.

b. The Settlement Administrator shall be responsible for reviewing all Claims to determine their validity, including without limitation, rejecting any Claim that (i) does not comply in any respect with the instructions on the Claim Form; (ii) is submitted after the expiration of the Claims Period; or (iii) is submitted by an individual who has not been identified or otherwise verified by the Settlement Administrator as a Class Member. The Settlement Administrator is authorized to require such additional information as it deems necessary to verify the validity of any Claims, in accordance with customary and reasonable fraud prevention and other commercially reasonable business practices.

3.10. Unclaimed Settlement Class Benefits or Uncleared Checks.

a. Checks issued pursuant to this Agreement shall expire 90 calendar days after they are issued, provided however, that a failure by any Class Member to deposit or cash a check within the period allotted shall have no effect on that individual's release pursuant to paragraph 9.1 below. Subject to good cause shown by the Class Member, the Settlement Administrator may reissue a check at any time up to an additional 15 calendar days following the original 90-day period. If any issued settlement checks are not cashed or deposited after 60 calendar days from issuance, the Settlement Administrator will send an email reminder to each Class Member reminding them that if they fail to cash a settlement check by the 90-day deadline, the check will expire and become non-negotiable. Those Class Members whose checks are not

cash within the period set forth in this subparagraph shall be ineligible to receive a cash Settlement benefit, and Defendants shall have no further obligation to make any payment pursuant to this Agreement, or otherwise, to such Class Members.

b. All amounts from uncashed checks issued in the distribution of cash settlement payments will be added to the Settlement Fund and (to the extent that there are remaining funds in the Settlement Fund after all payments required under this Settlement Agreement have been made) shall be paid by the Settlement Administrator in the form of a check to the PLHA, as a *cy pres* distribution, for further use or distribution as the Board of the PLHA deems appropriate.

3.11. Tax Obligations.

a. The Settlement Administrator shall timely and properly file, or cause to be filed, all Tax Returns required or advisable with respect to the earnings on the funds deposited in the Settlement Fund, including, without limitation, those described in Treasury Regulation § 1.468B-2(k). Such Tax Returns shall be prepared consistently with this paragraph and shall reflect that all taxes (including any estimated taxes, earnings or penalties) on the income earned on the funds deposited in the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

b. Each Class Member must possess a valid SSN/TIN and shall be required to provide such number with their Claim Form. The provision of a valid SSN/TIN is necessary to comply with federal tax reporting and withholding requirements, including those under Internal Revenue Code §§ 6041 and 3406 and their corresponding Treasury Regulations. Failure to provide a valid SSN/TIN may result in the imposition of federal backup withholding at the rate prescribed by law (currently 24%) on any payment reportable on IRS Form 1099s, and such withholding shall be deducted from the distribution amount otherwise payable to the Class Member. The Settlement

Administrator may require each Class Member to complete and submit IRS Form W-9 to certify their SSN/TIN, ensuring accurate reporting and compliance with all applicable federal tax obligations.

c. The Parties shall have no liability or responsibility for any taxes, penalties or interest owed with respect to the Total Cash Settlement Payment, nor for the filing of any Tax Returns with the Internal Revenue Service or any other taxing authority, beyond the payment of such amounts as administrative costs from the Settlement Fund, as provided in this Agreement.

d. All taxes owed by the Settlement Fund shall be treated as administrative expenses and shall be timely paid, or caused to be paid, by the Settlement Administrator out of the Settlement Fund without prior order of the Court or further approval by the Parties. The Settlement Administrator shall withhold from any distributions such amounts as may be necessary to satisfy the obligations described in this paragraph, including any amounts required to be withheld under Treasury Regulation § 1.468B-2(1)(2).

IV. ATTORNEYS' FEES AND EXPENSES

4.1. Plaintiffs shall petition the Court for (and Defendants have agreed not to oppose) an award of attorneys' fees in an amount not to exceed \$491,617.50, plus reimbursement of Class Counsel's reasonable out-of-pocket costs in an amount not to exceed \$52,884.92. Plaintiffs will file their Petition before the expiration of the notice period so that Class Members who wish to review the Petition before submitting a Claim or choosing to exclude themselves from the Settlement may do so. Plaintiffs and Class Counsel agree that they will not seek recovery of any greater amounts of attorneys' fees and expenses than that set forth in this paragraph. The Parties understand and acknowledge that the award of attorneys' fees and expenses is within the Court's discretion.

4.2. The Parties' negotiation of, and agreement to, the attorneys' fees and expenses set forth in paragraph 4.1 above did not occur until after the substantive terms of this Agreement had been negotiated and agreed upon.

4.3. If and to the extent that counsel other than Matsikoudis & Fanciullo, LLC or Law Offices of G. Martin Meyers, P.C. apply for an award of attorneys' fees and expenses, Defendants reserve the right to oppose all such applications on any grounds, including without limitation, the grounds that Defendants have not agreed to pay such fees and expenses and that they are unreasonable or duplicative. Plaintiffs and Class Counsel shall cooperate with Defendants to the extent reasonably necessary to effectuate the intent of this paragraph, and warrant and represent that, as of the date of this Agreement, they are each unaware of any other counsel who intend to apply for an award of attorneys' fees and expenses in addition to that by the undersigned Class Counsel.

4.4. If this Agreement is terminated pursuant to any of its provisions, Defendants' obligations under this Section, including the obligation to pay any amount of attorneys' fees or expenses, shall likewise be terminated.

4.5. Any application for an award of attorneys' fees and expenses is to be considered separate from the approval of this Settlement, and any challenges to any such awards shall not terminate or delay the Settlement, provided, however, that Defendants shall have no obligation to pay any Class Counsel Fees and Expenses until a Final determination on the appropriate amounts of such Class Counsel Fees and Expenses has been made and the total amount of Class Counsel Fees and Expenses which Defendants shall be obligated to pay shall not exceed the amount set forth in paragraph 4.1 above.

V. CLAIMS ADMINISTRATION AND NOTICE TO CLASS MEMBERS

5.1. The Settlement Administrator, subject to Court approval, shall help implement the terms of the proposed Settlement as set forth in this Agreement. The Settlement Administrator shall be responsible for administrating the Settlement and related tasks, including, without limitation, (a) establishing the Settlement Website at which Claims can be filed online, and which posts the Class Email and Postcard Notices, Class Long Form Notice, and other related documents as directed by Class Counsel; (b) distributing and publishing the Class Email and Postcard Notices to Class Members; (c) causing the Class Publication Notice to be published; (e) answering inquiries from Class Members or forwarding such inquiries to Class Counsel or Defendants' Counsel, as appropriate; (d) determining the Applicable Allocated Percentages of participating Class Members under this Settlement; (e) receiving and maintaining on behalf of the Court and the Parties any Class Member correspondence regarding Requests for Exclusion to the Settlement; (f) receiving, reviewing, determining the validity of and processing Claims and distributing payments to Class Members with valid Claims; and (g) otherwise assisting with the implementation and administration of the Settlement terms.

5.2. Performance Standards of Settlement Administrator. The contract with the Settlement Administrator shall obligate the Settlement Administrator to abide by the following performance standards:

a. The Settlement Administrator shall provide prompt, accurate and objective responses to inquiries from Class Counsel and Defendants' Counsel, and shall periodically report on class notice, Claims, Requests for Exclusion, and objectors; and

b. The Settlement Administrator shall keep no confidences from counsel for any of the Parties in connection with its administration of this Agreement.

5.3. Class Member Information Provided by Class Counsel to the Settlement

Administrator.

a. On or before 15 calendar days after entry of the Preliminary Approval Order, Class Counsel shall provide the Settlement Administrator with a list of any and all persons that records made available to Class Counsel indicate are Class Members and their last known email and postal addresses. Such information shall include, at a minimum, the list of owners and residents Class Counsel obtained from the PLHA via subpoena.

b. As set forth in paragraph 3.9(a) above, the Settlement Administrator shall make its own independent efforts to supplement the list provided by Class Counsel pursuant to paragraph 5.3(a) above by employing search procedures maintained and operated by TransUnion LLC.

c. Because the information about Class Members that will be obtained by the Settlement Administrator will consist of confidential, non-public and personal information, as well as other information protected by applicable privacy laws, the Settlement Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that any information provided to it by Class Counsel or which Settlement Administrator otherwise obtains will be used solely for the purpose of effectuating this Settlement. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement.

5.4. Notice Requirements to Class Members.

a. The Settlement Administrator will send via electronic mail two Class Email Notices to Class Members at their last known email addresses, as set forth in the records made available to or otherwise obtained by the Settlement Administrator through the efforts set forth in paragraph 5.3(a) and (b) above. The Settlement Administrator will send the first Email Notice on

or before 21 calendar days after entry of the Preliminary Approval Order and will send the Second Email Notice to any Class Member who, by that date, had not already submitted a valid Claim 42 calendar days after the entry of Preliminary Approval. The form of the Class Email Notice shall be substantially similar to the form attached as **Exhibit B** to this Agreement and shall be approved by the Court before dissemination.

b. The Settlement Administrator will also send via U.S. Mail a Class Postcard Notice to Class Members at their last known street and mailing addresses, as set forth in the records made available to or otherwise obtained by the Settlement Administrator through the efforts set forth in paragraph 5.3(a) and (b) above. The Settlement Administrator will mail the Class Postcard Notice on or before 30 calendar days after entry of the Preliminary Approval Order. Should the Settlement Administrator receive any undelivered Class Postcard Notices, it will conduct one skip trace or postal look-up to search for a new address for such Class Member and resend the Class Postcard Notice to any newly found Class Member address. The form of the Class Postcard Notice shall be substantially similar to the form attached as **Exhibit D** to this Agreement and shall be approved by the Court before dissemination.

c. The Settlement Administrator will also cause the Class Publication Notice to be published in the electronic version of The Star-Ledger (www.nj.com/starledger) starting 30 calendar days after entry of the Preliminary Approval Order, and then on a second occasion 45 days after entry of the Preliminary Approval Order.

d. The Class Email Notice, Class Postcard Notice and Class Publication Notice will each contain information informing Class Members of (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; and (iii) the opportunity for Class Members to submit claims or to exclude themselves from or object to the Settlement. The

costs for processing and disseminating the Class Email Notice, Class Postcard Notice and Class Publication Notice will be paid from the Notice and Other Administrative Costs paid to the Settlement Administrator, as set forth in paragraph 3.5(b) and (c) above.

e. The Settlement Administrator shall create a Settlement Website (either www.PortLiberteSettlement.com or a substantially similar domain name), which will contain information describing the Settlement and will contain the Class Long Form Notice (**Exhibit C** to this Agreement), the Class Email Notice (**Exhibit B** to this Agreement), the Class Postcard Notice (**Exhibit D** to this Agreement), the Class Publication Notice (**Exhibit E** to this Agreement), Class Counsel's contact information, a copy of this Agreement, and a copy of the FAC, as filed in the Superior Court of New Jersey, Law Division, Hudson County. The Settlement Administrator will create the Settlement Website on or before 19 calendar days after entry of the Preliminary Approval Order. The cost of the Settlement Website will be paid for from the Notice and Other Administrative Costs paid to the Settlement Administrator, in accordance with paragraph 3.5(b) and (c) above. The Class Long Form Notice, Class Email Notice, Class Postcard Notice and Class Publication Notice will also be posted by Class Counsel in a prominent location on Class Counsel's website, www.mf-legal.com.

f. The Claims Period shall run for a period of 120 days after entry of the Preliminary Approval Order.

g. Proof of Notice. No later than ten days before the Final Approval Hearing, the Settlement Administrator shall provide an affidavit, certification or declaration to the Court, with a copy to the Parties, attesting that notice was published and distributed in accordance with the terms of this Agreement, and that claims were received and processed in a manner consistent with the terms of this Agreement.

h. All valid Claim Forms must be postmarked or received by the Settlement Administrator no later than 120 days from the date of the Preliminary Approval Order. The Claim Forms must be submitted to the Settlement Administrator either electronically via the Settlement Website or via U.S. Mail.

i. Within 30 days of the Settlement Effective Date, the Settlement Administrator shall, consistent with paragraphs 3.1, 3.6 and 3.7 above, and the information provided by Class Counsel and obtained through its own independent efforts, distribute payments from the Settlement Fund to the Class Members who have, in a timely manner, completed valid Claim Forms and submitted such forms to the Settlement Administrator, by sending payment to Class Members in the form of a check sent via U.S. Mail.

5.5. The Parties agree that the methods of notice set forth in this Section constitute the best form of notice to the Class Members that is practicable under the circumstances.

VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

6.1. Any Class Member may make a Request for Exclusion by mailing such request in writing to the Settlement Administrator, at the address set forth on the Settlement Website and in the Class Long Form Notice. Any Request for Exclusion must be mailed and postmarked no later than 20 days before the date of the Final Approval Hearing. Any Request for Exclusion shall (a) state the name, address, telephone number, and email address of the person requesting exclusion; (b) state whether that person claims to be a resident, owner or both; (c) provide the dates during which the person held such status; (d) include a clear statement that the person is a Class Member who elects to be excluded from the Settlement Class and from any Judgment entered pursuant to

this Settlement; and (e) contain the person's signature or the signature of an individual authorized to act on the person's behalf.

6.2. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement or this Agreement.

6.3. The Settlement Administrator shall report the names of all individuals who have submitted a Request for Exclusion to the Court no less than ten days before the Final Approval Hearing.

6.4. 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.

VII. OBJECTIONS BY CLASS MEMBERS

7.1. The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection with the Court no later than 20 days before the Final Approval Hearing, and to mail a copy of such objection to the Settlement Administrator, Class Counsel and Defendants' Counsel. Such objections shall (a) state the name, address and telephone number of the person; (b) state whether that person claims to be a resident, owner or both, and the dates during which the person held such status; (c) state whether the person is 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) contain the person's signature or the signature of an individual authorized to act on the person's behalf.

7.2. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objections to the Settlement, in accordance with such Class Member's due process rights. The Preliminary Approval Order will require all Class Members who have any objections to file with the Court such notice of objection or request to be heard, and to serve by mail or hand delivery such notice of objection or request to be heard upon the Settlement Administrator at the address set forth in the Class Long Form Notice and posted on the Settlement Website, by no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or who fail to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

7.3. 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 the Parties' respective counsel, a notice of appearance no later than 20 days before the Final Approval Hearing.

7.4. Any objection that fails to satisfy the requirements of this Section, or that is not properly and timely submitted, shall be deemed ineffective, and deemed by the Parties to have been waived, and the Parties will argue that the Class Member asserting such objection may not have his or her objection heard or otherwise considered by the Court.

VIII. COURT ADMINISTRATION OF THE SETTLEMENT

8.1. The Parties agree that Plaintiffs will stipulate to as many further extensions of time of the deadline for SMR to answer, move against or otherwise respond to the FAC as are necessary, and that Plaintiffs may move for preliminary and final approval of this settlement before SMR has filed an answer or motion to dismiss the FAC.

8.2. If the Court makes any order whose terms are inconsistent with the terms of this Agreement (except for an order reducing the amount of legal fees or expenses awarded to Class Counsel), then any Party has the right to terminate and withdraw from this Agreement.

8.3. This Agreement was entered into only for the purpose of settlement of the Litigation. In the event that (a) this Agreement is terminated by any Party as permitted by the preceding paragraph; (b) the Court conditions either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Agreement that are not acceptable to all Parties; (c) the Court does not finally approve this Agreement or enter a Final Approval Order and Judgment; or (d) a final settlement does not occur for any reason, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions as of the date of this Agreement. In that event: (a) any Settlement Class shall be immediately de-certified, and any order granting preliminary approval of the Settlement shall immediately be deemed null, void and vacated, and shall have no further force and effect, all without the need for any further action by the Court or the Parties; (b) the Litigation will revert to the status on the date of this Agreement; and (c) no term or draft of this Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

XI. RELEASE, DISMISSAL OF LITIGATION AND JURISDICTION OF COURT

9.1. Release. Upon the Settlement Effective Date, the Class Representatives, for themselves and on behalf of all Class Members, and each of the Class Representatives' and Class Members' respective heirs, spouses, parents, family members, trustees, executors, administrators, successors, assigns, employees, agents, representatives, any and all other persons or entities acting under the supervision, direction, control or on behalf of any of the foregoing, and any and all other persons or entities that could claim by or through them (collectively, the "Class Representative and Class Releasers"), fully, finally and forever settle and compromise with, and release and discharge, Defendants and their respective present and former parent companies and any and all other companies in the parent companies' chain of ownership, subsidiaries, divisions, related or affiliated companies, wholly owned companies, owners, shareholders, partners, members, officers, directors, managers, employees, consultants, agents, attorneys, insurers, representatives, accountants, beneficiaries, heirs, successors, predecessors, assigns, vendors, business partners, and any individual or entity which could be jointly liable with any of the foregoing, and all other persons acting under the supervision, direction, control or on behalf of any of the foregoing (collectively, the "Defendant Releasees") of and from all claims that were made or could have been made based on the facts alleged in the Litigation arising out of, concerning or related to the environmental impacts and effects on residents and owners of condominium units at Port Liberté of Defendants' business operations at the Claremont Terminal, and arising before the Settlement Effective Date, whether known or unknown, and including, but not limited to, any and all manner of legal, equitable, federal, state, administrative, statutory or common law actions or causes of action, suits, claims, debts, liabilities, charges, losses, demands, obligations, guarantees, torts, contracts, agreements, promises, liens, damages of any kind (including liquidated damages and statutory, exemplary and punitive damages), restitution, interest, penalties, attorneys' fees, costs

or expenses of any kind or nature whatsoever, asserted or unasserted, willful or not willful, intentional or not intentional, fixed or contingent, liquidated or unliquidated, which the Class Representative and Class Releasers now have or ever had against the Defendant Releasees (collectively, the “Released Claims”). This paragraph is referred to in this Agreement as the “Release.”

9.2. This Agreement and the Release set forth in this Section do not affect the rights of Class Members who timely and properly opt out of the Settlement.

9.3. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve and implement the Settlement as memorialized in this Agreement, including, but not limited to, the Release set forth in this Section. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Agreement, including, but not limited to, orders enjoining Class Members from prosecuting Released Claims.

9.4. Upon the Settlement Effective Date: (a) the Agreement shall be the final and exclusive remedy for any and all Class Members for the Released Claims, except those who have opted out in accordance with the terms and provisions of Section VI of this Agreement; (b) Defendants shall not be subject to any liability or expense to any Class Members with respect to Released Claims except as set forth in this Agreement; and (c) Class Members shall be permanently barred from initiating, asserting or prosecuting any and all Released Claims against Defendants in any manner, including in any local, state, or federal agency or court in the United States or any other tribunal. This Release shall have *res judicata*, collateral estoppel, and all other

preclusive effect in all pending and future lawsuits, arbitrations or other suits, actions or proceedings involving any of the Defendant Releasees with respect to the Released Claims.

9.5. No Other Lawsuit Pending. Plaintiffs and Class Counsel represent that they have not filed any other lawsuit, claim, charge, or complaint against Defendants concerning the subject matter of the Litigation – *i.e.*, the environmental impacts and effects on residents and owners of condominium units at Port Liberté of Defendants’ business operations at the Claremont Terminal – with any local, state or federal agency or court. In the event that any agency or court assumes jurisdiction of any lawsuit, claim, charge, or complaint, or purports to bring any legal proceedings on Plaintiffs’ behalf against Defendants concerning the subject matter of the Litigation, then Plaintiffs shall promptly request that the agency or court withdraw from and dismiss the lawsuit, claim, charge, or complaint with prejudice.

9.6. Plaintiffs and Class Counsel expressly understand and acknowledge that certain state statutes and principles of common law provide that a “general” release does not extend to claims that a creditor does not know or suspect to exist in his, her or its favor at the time of executing the release and which, if known, must have materially affected the settlement with the debtor. To the extent that any Class Member may argue that such statutes or principles of common law are applicable here, Plaintiffs, on behalf of themselves and the Class Members, agree that any such statutes, principles of common law or other sources of legal authority of any and all jurisdictions that may be applicable are knowingly and voluntarily waived and relinquished as they relate to released Claims by the Class Members, and further agree and acknowledge that this is a material term of this Agreement.

9.7. This Agreement may be pleaded as a full and complete defense to and may be used as the basis for a temporary restraining order or preliminary or permanent injunction

against any action, suit or other proceeding, which has been or may be instituted, prosecuted, continued to be prosecuted, or attempted, asserting any Released Claims.

9.8. No person shall have any claim against Defendants based on the administration of this Agreement, including without limitation, to any distribution made or not made pursuant to this Agreement, except as to obligations imposed on Defendants by this Agreement.

X. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1. Class Counsel and Plaintiffs, who are signatories to this Agreement, represent and warrant that they have the authority, on behalf of Plaintiffs and the Settlement Class, to execute, deliver and perform this Agreement and to consummate all of the transactions that it contemplates. This Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid and binding obligation.

10.2. Defendants' Counsel and Defendants, who are signatories to this Agreement, represent and warrant that they have the authority to execute, deliver and perform this Agreement and to consummate all of the transactions that it contemplates. This Agreement has been duly and validly executed and delivered by Defendants' Counsel and Defendants and constitutes their legal, valid, and binding obligation.

10.3. The Parties each represent and warrant that they have not assigned, transferred or purported to assign or transfer, in whole or in part, any interest in any of the rights and claims that are the subject of this Agreement.

XI. MISCELLANEOUS PROVISIONS

11.1. This Agreement, its attached Exhibits and any related documents are not to be used in evidence and shall not at any time be construed or deemed to be an admission or concession by

Defendants with respect to any alleged wrongdoing, fault or omission of any kind whatsoever, regardless of whether or not this Agreement results in entry of a Final Approval Order as contemplated by the Parties. Defendants specifically deny all of the allegations made in connection with the Litigation. This provision shall survive the expiration or voiding of the Agreement.

11.2. The headings of the Sections and paragraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

11.3. This Agreement, including all of its attached Exhibits, may not be modified or amended except in writing signed by all counsel for the Parties.

11.4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties further agree that this Agreement shall be binding upon the transmission by each Party of a signed signature page to all other Parties via electronic means (*e.g.*, via facsimile or scan of a .pdf document), and such signatures shall have the same force and effect as original signatures.

11.5. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

11.6. Except as otherwise provided in this Agreement, each Party to this Agreement shall bear his, her, or its own costs of the Litigation.

11.7. The Parties to this Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

11.8. The determination of the terms and drafting of this Agreement, including its Exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Agreement, and there was no disparity in bargaining power among the Parties to this Agreement.

11.9. Integrated Agreement. All of the Exhibits to this Agreement are material and integral parts of this Agreement and are fully incorporated by reference. This Agreement, together with its attached Exhibits, constitutes the entire, fully integrated agreement between the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

11.10. Dispute Resolution. The Parties agree that any disputes regarding the terms and conditions of this Agreement, the Parties' rights and obligations under this Agreement, or as to any disagreement regarding the manner in which any issue or dispute arising under this Agreement should be resolved, shall be submitted to the Court administering this Agreement. Prior to submitting any such issue or dispute to the Court, the parties are required to meet and confer in good faith in an effort to resolve the issue or dispute. That Court shall retain continuing and exclusive jurisdiction over the Parties, including all Class Members, over the administration and enforcement of the Settlement and this Agreement, and over the distribution of benefits to the

Class Members. Any disputes or controversies arising with respect to the interpretation, enforcement or implementation of the settlement or this Agreement must be submitted by formal and proper motion to that Court on notice to all parties pursuant to the New Jersey Rules of Court. Prior to filing any motion to enforce the injunctive relief provided for in this Agreement, Class Counsel must provide Defendants with a reasonable opportunity to cure the alleged deficiency. .

11.11. Notices. All notices to the Parties' attorneys under this Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses:

If to Plaintiffs or Class Counsel:

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

and

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
justin@gmeyerslaw.com

If to Simsmetal or its Counsel:

Leo J. Hurley, Jr., Esq.
CONNELL FOLEY LLP
Harborside 5
185 Hudson Street, Suite 2510
Jersey City, New Jersey 07311
(201) 521-1000
lhurley@connellfoley.com

If to SMR or its Counsel:

David E. Sellinger, Esq.
Todd L. Schleifstein, Esq.
GREENBERG TRAURIG, LLP
500 Campus Drive, Suite 400
Florham Park, NJ 07932
(973) 360-7900
SellingerD@gtlaw.com

11.12. If the date for performance of any act required by or under this Agreement to be performed on a particular day or within a specified period of time falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

The Parties and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____, 2025 _____

William C. Matsikoudis
Matsikoudis & Fanciullo, LLC
Counsel for Plaintiffs and the Settlement Class

Dated: _____, 2025 _____

G. Martin Meyers
Law Offices of G. Martin Meyers, P.C.
Counsel for Plaintiffs and the Settlement Class

Dated: _____, 2025 _____

Lionel Medina
Plaintiff

Dated: _____, 2025 _____

Ekaterina Vorobeva
Plaintiff

Dated: _____, 2025 _____

Karista Vaeth
Plaintiff

Dated: _____, 2025 _____

Jennifer Scullion
Plaintiff

Dated: _____, 2025

Leo J. Hurley, Jr.
Connell Foley, LLP
Counsel for Defendants Simsmetal East LLC and
Sims Group USA Holdings Corporation

Dated: _____, 2025

David E. Sellinger
Greenberg Traurig, LLP
Counsel for Defendant
Sims Municipal Recycling of New York, LLC

Dated: _____, 2025

By:

Defendant Simsmetal East LLC

Dated: _____, 2022

By:

Defendant Sims Group USA Holdings Corporation

Dated: _____, 2025

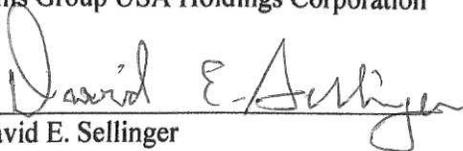
By: Thomas Outerbridge, President

Defendant Sims Municipal
Recycling of New York, LLC

Dated: _____, 2025

Leo J. Hurley, Jr.
Connell Foley, LLP
Counsel for Defendants Simsmetal East LLC and
Sims Group USA Holdings Corporation

Dated: December 18, 2025



David E. Sellinger
Greenberg Traurig, LLP
Counsel for Defendant
Sims Municipal Recycling of New York, LLC

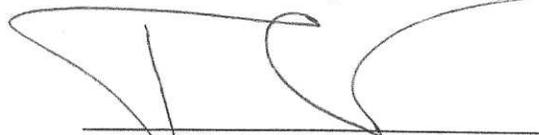
Dated: _____, 2025

By:
Defendant Simsmetal East LLC

Dated: _____, 2022

By:
Defendant Sims Group USA Holdings Corporation

Dated: DECEMBER 18, 2025



By: Thomas Outerbridge, President
Defendant Sims Municipal
Recycling of New York, LLC

The Parties and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____, 2025 _____

William C. Matsikoudis
Matsikoudis & Fanciullo, LLC
Counsel for Plaintiffs and the Settlement Class

Dated: _____, 2025 _____

G. Martin Meyers
Law Offices of G. Martin Meyers, P.C.
Counsel for Plaintiffs and the Settlement Class

Dated: _____, 2025 _____

Lionel Medina
Plaintiff

Dated: _____, 2025 _____

Ekaterina Vorobeva
Plaintiff

Dated: December 18, 2025

DocuSigned by:
Karista Vaeth
5C49844999774AC...

Karista Vaeth
Plaintiff

Dated: _____, 2025 _____

Jennifer Scullion
Plaintiff

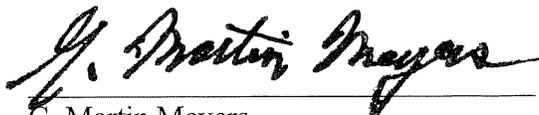
The Parties and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: December 22, 2025



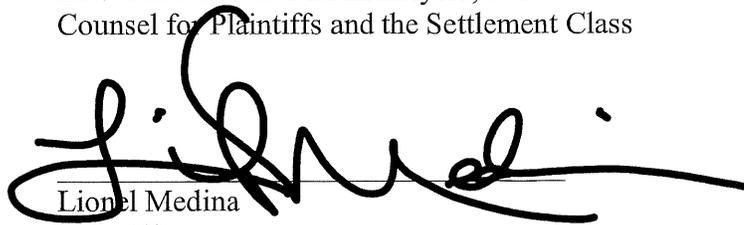
William C. Matsikoudis
Matsikoudis & Fanciullo, LLC
Counsel for Plaintiffs and the Settlement Class

Dated: 12/22, 2025



G. Martin Meyers
Law Offices of G. Martin Meyers, P.C.
Counsel for Plaintiffs and the Settlement Class

Dated: December 21, 2025



Lionel Medina
Plaintiff

Dated: _____, 2025

Ekaterina Vorobeva
Plaintiff

Dated: _____, 2025

Karista Vaeth
Plaintiff

Dated: _____, 2025

Jennifer Scullion
Plaintiff

The Parties and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____, 2025 _____

William C. Matsikoudis
Matsikoudis & Fanciullo, LLC
Counsel for Plaintiffs and the Settlement Class

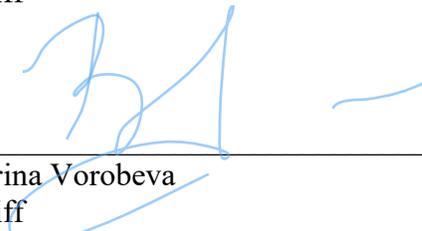
Dated: _____, 2025 _____

G. Martin Meyers
Law Offices of G. Martin Meyers, P.C.
Counsel for Plaintiffs and the Settlement Class

Dated: _____, 2025 _____

Lionel Medina
Plaintiff

Dated: **Dec 21**, 2025 _____


Ekaterina Vorobeva
Plaintiff

Dated: _____, 2025 _____

Karista Vaeth
Plaintiff

Dated: _____, 2025 _____

Jennifer Scullion
Plaintiff

The Parties and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____, 2025 _____

William C. Matsikoudis
Matsikoudis & Fanciullo, LLC
Counsel for Plaintiffs and the Settlement Class

Dated: _____, 2025 _____

G. Martin Meyers
Law Offices of G. Martin Meyers, P.C.
Counsel for Plaintiffs and the Settlement Class

Dated: _____, 2025 _____

Lionel Medina
Plaintiff

Dated: _____, 2025 _____

Ekaterina Vorobeva
Plaintiff

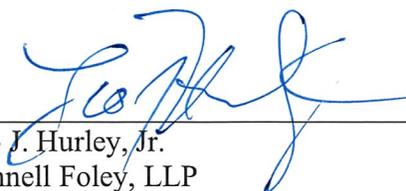
Dated: _____, 2025 _____

Karista Vaeth
Plaintiff

Dated: December 18, 2025 _____

Jennifer Scullion
Jennifer Scullion
Plaintiff

Dated: January 13, 2025⁶



Leo J. Hurley, Jr.
Connell Foley, LLP
Counsel for Defendants Simsmetal East LLC and
Sims Group USA Holdings Corporation

Dated: _____, 2025

David E. Sellinger
Greenberg Traurig, LLP
Counsel for Defendant
Sims Municipal Recycling of New York, LLC

Dated: December 30, 2025

Scott Miller

By: Scott Miller, Secretary
Defendant Simsmetal East LLC

Dated: December 30, 2023^{x5} *SM*

Scott Miller

By: Scott Miller, Secretary
Defendant Sims Group USA Holdings Corporation

Dated: _____, 2025

By: Thomas Outerbridge, President
Defendant Sims Municipal
Recycling of New York, LLC

Exhibit A

PORT LIBERTÉ SETTLEMENT CLAIM FORM

Instructions

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 may be eligible for a payment (meaning that you're a "Class Member") if you owned or leased a 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 that has windows, doors, balconies, or other open-air access facing business operations at Claremont Terminal at any point between April 26, 2018 and _____, 2026. Important information is available on the Settlement Website, www.PortLiberteSettlement.com.

To file a Claim for a payment, you must complete and file this Claim Form. You can either:

(1) File Online: File online at www.PortLiberteSettlement.com; or

(2) File by Mail: Fill out, sign, and return this form to:

Port Liberté Settlement
c/o JND Legal Administration
PO Box 91232
Seattle, WA 98111

IMPORTANT: THE DEADLINE TO FILE A CLAIM IS [DATE], 2026.

STEP 1: <u>PROVIDE YOUR CONTACT INFORMATION</u>		
Name:	_____	_____
	(First)	(Middle)
	_____	_____
	(Last)	
Current Mailing Address:	_____	_____
	(Street)	(Unit/Apt #)
_____	_____	_____
(City)	(State)	(Zip Code)
Telephone No.:	____-____-_____	
Email Address:	_____	
Social Security No.:	____-____-_____	~OR~
Tax ID No.:	____-____-_____	

STEP 2: <u>PROVIDE YOUR CLAIM ID AND PORT LIBERTÉ ADDRESS</u>		
Claim ID:	_____	
<p>(Your Claim ID was included in the notice you received. We sent notices by email and mail. If you don't know your Claim ID, please email info@PortLiberteSettlement.com or call 877-206-2311.)</p>		
Port Liberté Address		
Street Address of Building:	_____	_____
	(Street)	(Unit #)
_____	_____	_____
(City)	(State)	(Zip Code)

Questions? Please call 877-206-2311 or email info@PortLiberteSettlement.com.
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

STEP 3: PROVIDE INFORMATION ABOUT YOUR OWNERSHIP OR TENANCY AT PORT LIBERTÉ

I own(ed) lease(d) my unit at Port Liberté (check only one).

IF YOU ARE OR WERE AN OWNER:

I have owned my unit since _____ (provide date of purchase of unit - MM/DD/YYYY).

Please attach a copy of a document demonstrating proof of ownership of the unit (such as a property title/deed, purchase agreement, or property tax bill/receipt).

I sold my unit (*if applicable*) on _____ (provide date of sale of unit - MM/DD/YYYY).

I have lived in my unit from _____ until _____ (provide dates of residence in unit - MM/DD/YYYY).

Please attach a copy of a document demonstrating proof of residence at the unit (such as a utility bill).

If anyone else was a co-owner with you while you owned the unit, please provide his/her name:

_____ (Co-owner #1)

_____ (Co-owner #2)

Note: To receive a cash payment, each co-owner must either complete his or her own Claim Form or sign the Claim Form below.

If applicable: I have leased my unit to someone else from _____ until _____ (provides dates of lease - MM/DD/YYYY)

IF YOU ARE OR WERE A LESSEE:

I leased my unit from the unit's owner from _____ until _____ (provide dates of lease - MM/DD/YYYY).

Please attach a copy of your lease or some other proof of residence at the unit (such as a utility bill).

If anyone else was a co-lessee with you while you leased the unit, please provide his/her name:

_____ (Co-lessee #1)

_____ (Co-lessee #2)

Note: To receive a cash payment, each co-lessee must either complete his or her own Claim Form or sign the Claim Form below.

STEP 4: SIGN THE FORM

Certification: I hereby certify under penalty of perjury that (1) the above and foregoing is true and correct; and (2) I believe, in good faith, that I currently own or lease an eligible unit at Port Liberté or that I previously owned or leased an eligible unit at Port Liberté at any point between April 26, 2018 and the date of Preliminary Approval.

Your Signature

Date

Co-owner #1 / Co-lessee #1 Signature

Date

Co-owner #2 / Co-lessee #2 Signature

Date

Exhibit B

EXHIBIT B

To: _____

From: info@PortLiberteSettlement.com

Subject Line: Notice of Port Liberté Settlement and Cash Payment

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.

YOUR CLAIM ID:	<<Claim_ID>>
YOUR PIN:	<<XXXXXXXX>>
PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM	

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

[File Your Claim](#)

WHAT IS THIS CASE ABOUT?

Owners and residents of certain condominium units in certain buildings located at the Port Liberté multi-home development in Jersey City, New Jersey filed a class action lawsuit claiming that the operators of two industrial businesses at nearby Claremont Terminal 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 interfered with their use and enjoyment of their units. The Defendants in the case, Simsmetal East LLC, Sims Group USA Holdings Corporation and Sims Municipal Recycling of New York, LLC, deny all liability.

WHO IS INCLUDED?

If you received this notice, records made available to the Parties to the lawsuit indicate you are eligible for a cash payment to address the legal issues raised in the lawsuit. You are eligible for a payment (meaning that you're a "Class Member") if you owned or leased a 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 with windows, doors, balconies, or other open-air access facing the Defendants' business operations at Claremont Terminal at any point between April 26, 2018 and ____, 2026.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides that Defendants will establish a Settlement Fund valued in the amount of **\$1,475,000**. Class Members who file valid Claims will receive a check. Payment amounts will be based on the number of settlement shares allocated to each Class Member 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 (for more detail, see www.PortLiberteSettlement.com). In the event that the Settlement Fund, net of attorneys' fees and costs and one-third of the cost of notice and settlement administration, is not sufficient to enable the above payments, the per-claim payments will be decreased on a pro-rata basis. This notice is not an assurance as to the actual amount that any particular Class Member may receive.

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.

WHAT ARE MY OTHER OPTIONS?

If you don't want to make a Claim, and don't want to be bound by the Settlement and any Judgment in this case, you must send a written request to exclude yourself from the Settlement, postmarked no later than **[date]**. If you exclude yourself, you won't get a payment through this Settlement. If you don't exclude yourself, you may object to the Settlement or to the request for fees by the attorneys representing the Class. The detailed Long Form Notice, available at www.PortLiberteSettlement.com, explains how to exclude yourself or object. The Court will hold a hearing in the case – *Lionel Medina, et al. v. Simsmetal East, LLC, et al.*, Docket No. HUD-L-1589-24, in the Superior Court of the State of New Jersey, Law Division, Hudson County in Jersey City, New Jersey – on **[date]** at **[time]**, to consider whether to approve the Settlement, and attorneys' fees not to exceed \$491,617.50, plus reimbursement of out-of-pocket litigation costs of \$52,884.92. You may appear at the hearing, but you don't have to. The Court has appointed attorneys (called "Class Counsel") to represent the Class. These attorneys are listed in the detailed Long Form Notice. You may hire your own attorney to appear for you, but you will have to pay that attorney.

WHERE CAN I GET MORE INFORMATION?

For more information, visit www.PortLiberteSettlement.com, call **877-206-2311**, or email **info@PortLiberteSettlement.com**.

Legal Notice: *A Court authorized this Notice. This is not solicitation from a lawyer.*

To unsubscribe from this list, please click on the following link: [unsubscribe](#)

Exhibit C

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	<p>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 ____, 2026 (the “Class Period”), you are entitled to submit a Claim for a check.</p> <p>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.</p> <p>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 <u>www.PortLiberteSettlement.com</u> 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.</p>

Questions? Visit www.PortLiberteSettlement.com, call **877-206-2311**, or email [info@ PortLiberteSettlement.com](mailto:info@PortLiberteSettlement.com)

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 East, 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 Kalimah H. Ahmad, J.S.C. 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 _____, 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 Ahmad 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 ____, 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 ____, 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 **[date]**. Accordingly, mailed Claim Forms must be postmarked or delivered no later than **[date]**, and accurately addressed to the Settlement Administrator. If you do not participate in the claims process by **[date]**, 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 **[date]** to decide whether to approve the Settlement. If Judge Ahmad 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.

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

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 [date]**, 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 **[date]**. 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.
 MATSIKOUDIS & 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 **[date]** 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 **[date]** *and* also must be mailed to the Settlement Administrator postmarked no later than **[date]**, 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

Questions? Visit www.PortLiberteSettlement.com, call 877-206-2311, or email info@PortLiberteSettlement.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 **[date]** at **[time]** at the Superior Court of New Jersey, Law Division, Hudson County, Hudson-Brennan Courthouse, 583 Newark Avenue, Jersey City, New Jersey 07306 in Courtroom 4D. 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 Ahmad 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 Ahmad 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 **[date]** 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., MATSIKOUDIS & 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 TRAUERIG, 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.

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: _____, 2025

Exhibit D

*The court authorized this Notice.
This is not a solicitation from a lawyer.*

**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.**

Questions?

Visit www.PortLiberteSettlement.com
or call 877-206-2311

Port Liberté Settlement
c/o JND Legal Administration
PO Box 91232
Seattle WA 98111

«Barcode»

Electronic Service

Forwarding Service Requested

Postal Service: Please do not mark barcode

«Full_Name»
«CARE_OF_NAME»
«ADDRESS_1»
«ADDRESS_2»
«CITY», «STATE» «ZIP»
«COUNTRY»

ACTIVE 716325190v3

WHAT IS THIS CASE ABOUT?

Residents of Port Liberté filed a class action lawsuit claiming that the operators of two businesses at Claremont Terminal created a nuisance, acted negligently and are strictly liable for certain environmental conditions. The Defendants in the case, Simsmetal East LLC, Sims Group USA Holdings Corporation and Sims Municipal Recycling of New York, LLC, deny all liability.

WHO IS INCLUDED?

If you received this notice, the parties' records indicate you are eligible for a cash payment. You are eligible for a payment (meaning that you're a "Class Member") if you owned or leased a 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 that have windows, doors, balconies, or other open-air access facing Defendants' business operations at Claremont Terminal at any time between April 26, 2018 and the ____, 2026 . Important information is available on the Settlement Website, www.PortLiberteSettlement.com.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides that Defendants will establish a Settlement Fund valued in the amount of **\$1,475,000**. Class Members who file valid Claims will receive a check. Payment amounts will be based on the number of settlement shares allocated to each Class Member 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 (for more detail, see www.PortLiberteSettlement.com). In the event that the Settlement Fund, net of attorneys' fees and costs and one-third of the cost of notice and settlement administration, is not sufficient to enable the above payments, the per-claim payments will be decreased on a pro-rata basis. This notice is not an assurance as to the actual amount that any particular Class Member may receive.

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.

To receive a cash payment, you must submit a valid Claim Form online at www.PortLiberteSettlement.com or

ACTIVE 716325190v3

WHAT ARE MY OTHER OPTIONS?

If you don't want to make a Claim, and don't want to be bound by the Settlement and any Judgment in this case, you must send a written request to exclude yourself from the Settlement, postmarked no later than **[date]**. If you exclude yourself, you won't get a payment through this Settlement. If you don't exclude yourself, you may object to the Settlement or to the request for fees by the attorneys representing the Class. The detailed Long Form Notice, available at www.PortLiberteSettlement.com, explains how to exclude yourself or object.

WHAT HAPPENS NEXT?

The Court will hold a hearing in the case – *Lionel Medina, et al. v. Simsmetal East, LLC, et al.*, Docket No. HUD-L-1589-24, in the Superior Court of the State of New Jersey, Law Division, Hudson County in Jersey City, New Jersey – on **[date]** at **[time]**, to consider whether to approve the Settlement, and attorneys' fees not to exceed \$491,617.50, plus reimbursement of out-of-pocket litigation costs of \$52,884.92. You may appear at the hearing, but you don't have to. The Court has appointed attorneys (called "Class Counsel") to represent the Class. These attorneys are listed in the detailed Long Form Notice. You may hire your own attorney to appear for you, but you will have to pay that attorney. The hearing date may change, so please check the Settlement Website regularly for updates.

WHERE CAN I GET MORE INFORMATION?

For more information such as Key Dates, Important Documents, Answers to Frequently Asked Questions, and to File Your Claim, visit www.PortLiberteSettlement.com by scanning the below QR code, call 877-206-2311, or email info@PortLiberteSettlement.com.

To receive a cash payment, you must submit a valid Claim Form online at www.PortLiberteSettlement.com or by mail on or before **[date]**.



YOUR CLAIM ID:	<<Claim_ID>>
YOUR PIN:	<<XXXXXXXXXX>>

PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM

ACTIVE 716325190V3

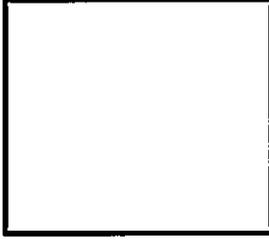
Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Address Change Form

Only return this form if your mailing address has changed.
If your mailing address has changed, fill out the form below and return it by mail so we can update your records. If your address is the same, you do not need to return this form.



Port Liberté Settlement
c/o JND Legal Administration
PO Box 91232
Seattle WA 98111

ACTIVE 716325190v3

Exhibit E

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

A settlement has been reached with Sirmsmetal East LLC, Sims Group USA Holdings Corporation and Sims Municipal Recycling of New York, LLC (“Defendants”) in a class action lawsuit, alleging that the operation of Defendants’ industrial businesses at the Claremont Terminal in Jersey City produced noise, odors, light, air pollution from dust, particulate matter and other causes, fires, and explosions, that caused the market value of certain units in certain buildings at Port Liberté to decrease and interfered with the use and enjoyment of the units. Defendants deny all of the claims alleged in the lawsuit. The Court has not decided who is right. Instead, the parties have agreed to settle the case.

WHO IS INCLUDED?

The Settlement includes all owners and lessees of certain units 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, and 4 Constellation Place that have windows, doors, balconies, or other

ACTIVE 716325185V3

open-air access facing Defendants’ business operations at Claremont Terminal at any point between April 26, 2018 and _____, 2026.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides that Defendants will establish a Settlement Fund valued in the amount of \$1,475,000. Class Members who file valid Claims will receive a check. Payment amounts will be based on the number of settlement shares allocated to each Class Member 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 (for more detail, see www.PortLiberteSettlement.com). In the event that the Settlement Fund, net of attorneys’ fees and costs and one-third of the cost of notice and settlement administration, is not sufficient to enable the above payments, the per-claim payments will be decreased on a pro-rata basis. This notice is not an assurance as to the actual amount that any particular Class Member may receive.

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 you do nothing: (1) you will be bound by the Settlement; (2) you will release claims

YOUR OPTIONS

yourself), you may object and you or your lawyer may request to appear and speak at the settlement approval hearing. Objections and requests to appear are due by [date].

against Defendants and related parties concerning the conditions described above; and (3) your interests will be represented by Class Counsel who have been appointed by the Court. If you do not want to be legally bound by the Settlement, then you must exclude yourself by [date]. Unless you exclude yourself, you will not be able to sue Defendants and related parties for any claim asserted in the lawsuit or released by the Settlement. If you stay in the Settlement (i.e., you don't exclude

WANT MORE INFORMATION?

Go to www.PortLiberteSettlement.com for more information. You can also contact the Settlement Administrator toll free at

THE SETTLEMENT APPROVAL HEARING

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 Superior Court of the State of New Jersey, Law Division, Hudson County will hold a hearing in this case (Medina et al. v. Simsmetal East, LLC, et al., Docket No. HUD-L-1589-24) on [date] to consider whether to approve the Settlement, attorneys' fees of up to \$491,617.50 and expenses of up to \$52,884.92.

Exhibit F

EXHIBIT F

LIONEL MEDINA, EKATERINA VOROBEOVA, KARISTA VAETH and JENNIFER SCULLION, on behalf of Themselves and all others Similarly Situated,
Plaintiffs,

vs.

SIMSMETAL EAST LLC, SIMS MUNICIPAL RECYCLING OF NEW YORK, LLC, SIMS GROUP USA HOLDINGS CORPORATION,
Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION HUDSON COUNTY
Docket No.: HUD-L-001589-24

CIVIL ACTION

**ORDER GRANTING PRELIMINARY
APPROVAL TO PROPOSED
CLASS ACTION SETTLEMENT**

This matter having come before the Court on an unopposed motion by Plaintiffs under *Rule* 4:32-2(e) for preliminary approval of a proposed class action settlement, approval of a proposed form of class settlement notice and notice plan, and setting a hearing date for the formal public hearing on whether to grant final approval to the proposed class settlement, and the Court having considered the motion papers and presentation, and for good cause shown;

IT IS ORDERED this _____ day of _____, 2025, as follows:

1. The Court grants preliminary approval of the proposed class action Settlement as being within the range of potential final approval. All capitalized terms set forth in this Order have the same meaning as in the parties' Settlement Agreement dated _____, 2025 (the "Agreement"), filed with Plaintiffs' motion.

2. This matter shall preliminarily proceed as a class action, for settlement purposes only, with a Settlement Class defined as follows:

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,

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and 4 Constellation Place that have windows, doors, balconies, or other open-air access facing Defendants' business operations.

3. For settlement purposes only, the Court preliminarily appoints Plaintiffs Lionel Medina, Ekaterina Vorobeva, Karista Vaeth, and Jennifer Scullion as the named Class Representatives and William C. Matsikoudis, Esq. and Derek S. Fanciullo, Esq. of Matsikoudis & Fanciullo, LLC and G. Martin Meyers, Esq. and Justin A. Meyers, Esq. of Law Offices of G. Martin Meyers, P.C. as Class Counsel.

4. It is apparent from the file and presentation of counsel that the proposed Settlement Class meets the requirements of *Rule* 4:32-1(a) and (b)(3), such that class notice should be provided. The Court specifically makes the following findings:

a. The members of the Settlement Class are so numerous as to make joinder impracticable.

b. There are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual Settlement Class Members for purposes of the Settlement.

c. Plaintiffs' claims and the defenses to such claims are typical of the claims of the Settlement Class Members and the defenses to such claims for purposes of the Settlement.

d. Plaintiffs and their counsel can fairly and adequately protect, and have fairly and adequately protected, the interests of the Settlement Class Members in this action with respect to the Settlement.

e. The proposed class action Settlement is superior to all other available methods for fairly and efficiently resolving this action.

5. The Court appoints JND Legal Administration, 1201 2nd Avenue, Suite 3400,

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Seattle, Washington 98101 as the Settlement Administrator. One-third (1/3) of the costs incurred by the Settlement Administrator shall be paid, collectively, by Defendants Simsmetal East LLC and Sims Group Holdings USA Holdings Corporation (collectively, “Simsmetal”), one-third (1/3) shall be paid by Sims Municipal Recycling of New York, LLC (“SMR”, and, together with Simsmetal, “Defendants”), separate and apart from their payments to the Settlement Fund, and the remaining one-third (1/3) shall be paid out of the Settlement Fund.

6. The Court approves the content of the proposed Class Long Form Notice, the Class Email Notice, the Class Postcard Notice, the Class Publication Notice, and the Claim Form submitted by Counsel and the proposed manner of notice distribution and claim process set forth in the Settlement Agreement. The Court finds that the manner and content of each of these documents will provide the best notice practicable to the Settlement Class under the circumstances. One-third (1/3) of the costs incurred in connection with the preparation and dissemination of any notices to the Settlement Class shall be borne by each of Simsmetal and SMR, separate and apart from their payments to the Settlement Fund, and the remaining one-third (1/3) shall be separately paid out of the Settlement Fund.

7. The Court directs Class Counsel to provide to the Settlement Administrator, within 15 calendar days of the entry of this Order, (a) a list of any and all persons whom records made available to Class Counsel indicate are Settlement Class Members; and (b) their last known email and postal addresses. Such information shall include, at a minimum, the list of owners and residents maintained by the Port Liberté Homeowners’ Association that have been obtained by Class Counsel. The Court further directs that the Settlement Administrator shall thereafter arrange for such searches of commercial databases as it deems appropriate to supplement the list provided by Class Counsel with names and last known addresses of owners and residents.

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8. The Court further directs that the Settlement Administrator shall disseminate the Class Email Notice and the Class Postcard Notice pursuant to paragraph 5.4 of the Settlement Agreement to all persons whom the parties' records and the other records obtained by the Settlement Administrator indicate may be Settlement Class Members, at their last known email and/or mailing address. Specifically, the Settlement Administrator will send a first Email Notice on or before 21 calendar days after entry of this Order and will send a Second Email Notice to those Settlement Class Members who, as of that date, had not submitted a valid Claim 42 calendar days after the entry of this Order to all persons for whom the Settlement Administrator has a valid email address. The Settlement Administrator will also send a postcard notice via U.S. Mail to all persons for whom the Settlement Administrator has a valid mail address on or before 30 calendar days after entry of this Order.

9. The Court further directs that the Settlement Administrator shall cause the Class Publication Notice to be published in the manner set forth in paragraph 5.4(c) of the Settlement Agreement, specifically, by publication in the electronic version of The Star-Ledger (www.nj.com/starledger) starting 30 calendar days after entry of this Order, and then on a second occasion 45 days after entry of this Order.

10. Within 19 calendar days of the entry of this Order, the Settlement Administrator shall create a Settlement Website (either www.PortLiberteSettlement.com or a substantially similar domain name), which will contain information describing the Settlement and will contain the Settlement Agreement, the Claim Form (Exhibit A to the Settlement Agreement), the Class Email Notice (Exhibit B to the Settlement Agreement), the Class Long Form Notice (Exhibit C to the Settlement Agreement), the Class Postcard Notice (Exhibit D to the Settlement Agreement), the Class Publication Notice (Exhibit E to the Settlement Agreement), Class Counsel's contact

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information, and a copy of Plaintiffs' operative First Amended Complaint (the "FAC"). The Class Long Form Notice, Class Email Notice, Class Postcard Notice, Class Publication Notice, and Claim Form shall also be posted by Class Counsel in a prominent location on Class Counsel's website, www.mf-legal.com.

11. Any person included within the Settlement Class who wishes to be excluded, or to "opt out," from membership in the Settlement Class must do so in writing by mailing a Request for Exclusion from the Settlement to the Settlement Administrator. Any such Request for Exclusion must be post-marked no later than 20 business days before the Final Approval Hearing scheduled in this matter. Any Settlement Class Member who has filed an Objection to the fairness, reasonableness, or adequacy of the Settlement pursuant to paragraph 12 of this Order shall be deemed not to have opted out of the Settlement Class pursuant to this paragraph. In the event and to the extent that the parties advise the Court that a Settlement Class Member has made a submission to the Court and the parties which appears to assert both an Objection to the proposed Settlement and a Request for Exclusion from the Settlement Class, such Settlement Class Member shall be deemed to have objected to the Settlement. Any Request for Exclusion that fails to satisfy the requirements of the Settlement Agreement, or is not properly or timely submitted, shall not be effective, and the person making such a Request shall be deemed to have waived all rights to opt out of the Settlement.

12. Any Settlement Class Member who has not timely filed a written Request for Exclusion from the Settlement Class pursuant to paragraph 11 of this Order may file an Objection to the fairness, reasonableness or adequacy of the Settlement. Any member of the Settlement Class who so objects may appear at the Final Approval Hearing, in person or through counsel, to show cause why the Settlement should not be approved as fair, adequate and reasonable. Any such

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Objections to the proposed Class Settlement must be submitted to the Hudson County Civil Clerk, post-marked no later than 20 business days before the Final Approval Hearing scheduled in this matter, with a copy also mailed to the Settlement Administrator and to the parties' counsel. Any Objection that fails to satisfy the requirements set forth in the Settlement Agreement, or that is not properly and timely submitted, shall not be effective, will not be considered by this Court, and will be deemed waived, and those Settlement Class Members shall be bound by the final determination of this Court.

13. Except for good cause shown, no person (other than the parties and their respective representatives and counsel) may appear or be heard at the Final Approval Hearing, or file papers, briefs, or other submissions regarding the Final Approval Hearing, unless by 20 business days before the Final Approval Hearing such person or his or her counsel files with the Clerk of this Court and simultaneously serves on counsel for all parties at the addresses set forth in the Settlement Agreement a timely, written notice of request to appear at the Final Approval Hearing.

14. Pursuant to *Rule 4:32-2(e)(1)(C)*, a formal, public hearing on whether to grant final, binding approval to the proposed class action Settlement shall be held on _____, at the Superior Court of New Jersey, Law Division, Hudson County, Hudson-Brennan Courthouse, 583 Newark Avenue, Jersey City, New Jersey 07306 in Courtroom 4D at _____. Any person wanting to be heard on that date by phone or virtually shall contact Hudson County Civil Case Management for directions on how to appear. During this Final Approval Hearing, the Court shall determine whether:

a. This action meets each of the prerequisites for class certification set forth in *Rule 4:32-1(a)* and (b)(3), and may properly be maintained as a class action under *Rule 4:32-2(a)*;

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b. The Settlement should receive final approval as fair, reasonable, adequate, and in the best interests of the Settlement Class, in light of any Objections presented by Settlement Class Members and the parties' responses to any such Objections;

c. A Final Approval Order granting final approval of the Settlement, entering final judgment and dismissing the FAC with prejudice, as provided in the Settlement Agreement, should be entered; and

d. The applications of Plaintiffs' counsel for the payment of attorneys' fees and expenses are reasonable and should be approved.

e. The Final Approval Hearing may be postponed, adjourned or continued, and the format of the hearing may likewise be altered, by further order of this Court, without further notice to the parties or the members of the Settlement Class.

15. Any memoranda of law or other documents in support of final approval of the proposed class Settlement, copies of any Objections or Requests for Exclusion that have been submitted to Class Counsel or Defendants' Counsel, and an affidavit, certification or declaration attesting that class notice has been distributed in a manner consistent with this Order, must be submitted to the Court ten business days before the Final Approval Hearing.

16. If the Settlement is finally approved, the Court shall enter a separate Final Approval Order finally approving the Settlement, entering judgment and dismissing the FAC. Such order and judgment shall be fully binding with respect to all members of the Settlement Class. In addition, Plaintiffs shall submit their application for an award of attorneys' fees and expenses no later than 52 days after the entry of this Order.

17. In the event that the proposed Settlement set forth in the Settlement Agreement is not granted final approval by the Court, or in the event that the Settlement Agreement becomes

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null and void pursuant to any of its other terms or is otherwise not consummated, then the provisions of paragraph 8.3 of the Settlement Agreement shall be given full effect, any and all orders entered by the Court in connection with the proposed Settlement shall become null and void, and the Settlement Class defined in paragraph 2 of this Order shall be immediately decertified without further order of this Court. In such event, all proceedings in this Court related to the proposed Settlement shall be withdrawn without prejudice to the rights of any and all parties, who shall be restored to their respective positions as of the date of the execution of the Settlement Agreement, and this action will revert to its status as of that date.

18. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the related negotiations or proceedings connected with the Settlement Agreement, shall be construed as an admission or concession by Defendants of the truth of any of the allegations made by Plaintiffs, or of any liability, fault or wrongdoing of any kind. Neither the Settlement Agreement nor any submission by any party in connection with Plaintiffs' motions for preliminary or final approval of the Settlement or Plaintiffs' application for an award of attorneys' fees and expenses, any appeal from such motions or application, or any related motions or proceedings may be used in this action or in any other proceeding for any purpose other than as specified in the Settlement Agreement.

19. This Court enters a Preliminary Injunction barring and enjoining Plaintiffs and all Settlement Class Members, to the extent permissible by existing law, from bringing, filing, commencing, prosecuting (or further prosecuting), maintaining, intervening in, participating in, or receiving any benefits from any other lawsuit, arbitration proceeding, or administrative, regulatory or other proceeding in law or equity that asserts, arises from, concerns, or is in any

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way related to the released Claims identified in the Settlement Agreement, until such time as this Court has ruled on the fairness of the Settlement terms following the Final Approval Hearing.

SO ORDERED:

Hon. Kalimah H. Ahmad, J.S.C.

Exhibit G

LIONEL MEDINA, EKATERINA VOROBEOVA,
KARISTA VAETH and JENNIFER SCULLION,
on behalf of Themselves and all others Similarly
Situated,

Plaintiffs,

vs.

SIMSMETAL EAST LLC, SIMS MUNICIPAL
RECYCLING OF NEW YORK, LLC, SIMS
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Defendants.

SUPERIOR COURT OF NEW JERSEY
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**CERTIFICATION OF THOMAS
OUTERBRIDGE**

Thomas Outerbridge declares and states as follows:

1. I am the President of Sims Municipal Recycling of New York LLC (“SMR”). I provide this certification in support of the proposed class settlement in the above action. The following facts are true to the best of my personal knowledge or based on the business records of SMR and information provided by employees and officers of SMR.
2. SMR operates a recycling facility (the “Facility”) located at 165 Linden Avenue East, which is on the Claremont Terminal, in Jersey City, New Jersey. SMR’s facility at that location includes: (a) the Material Recovery Facility building (the “MRF”); (b) the glass plant; (c) a maintenance shop; and (d) an office building and operations trailer.

3. Attached hereto is an aerial map of the Claremont Terminal. The MRF is shown at the location marked “A” on the map; the glass plant is shown at the location marked “B” on the map; the maintenance shop is shown at the location marked “C” on the map; the office and operations trailer are shown at the location marked “D” on the map.
4. In addition to SMR’s facility, up to approximately 3 of the barges shown in the waterway on the map are barges used by SMR. Barges used by SMR are periodically staged at or near the premises of Sea Wolf Marine (“Sea Wolf”), an independent company that has no corporate relationship to SMR. Sea Wolf is shown at the location marked “E” on the map; the barges used by SMR which were staged in the waterway at the time of the aerial image are shown at the location marked “F” on the map.
5. On the evening of January 6, 2025, I participated in a meeting with plaintiffs’ counsel, William Matsikoudis, Aspen-Jade Tucker, and Justin Meyers, along with Joe Cocciardi, plaintiffs’ industrial hygiene expert, as well as Thomas Ferretti, Operations Manager for SMR, and SMR Outside Counsel, David Sellinger and Caleb Holmes, in Mr. Matsikoudis’s office, located on an upper floor in the condominium building located at 206 Shearwater Court, Jersey City, New Jersey. From that office, there was an

unobstructed view of Claremont Terminal. It was possible to view the MRF, a portion of the glass plant, and the entire Northeast-facing side of Claremont Terminal facing Port Liberte. During that visit, I pointed out to Plaintiffs' counsel the following: the structures on SMR's premises; certain exterior lights located on SMR's premises which were observable from Mr. Matsikoudis's office; and the areas of SMR's activities along or near the waterway on the Northeast-facing side of Claremont Terminal where SMR conducts operations, including the location of a crane and certain barges used by SMR.

Relevant Company Background

6. SMR was established in 2008. At that time, it was a part of Sims Metal East LLC (hereinafter, collectively with Sims Group Holdings USA Holdings Corporation, "SimsMetal"). In 2022, Circular Services purchased the controlling interest in SMR. SimsMetal retained a minority interest until December 2024 when Circular Services purchased that interest from SimsMetal.
7. At present, SMR's relationship with SimsMetal as relevant to the business operations at Claremont Terminal is solely as a lessee from SimsMetal of the premises on which SMR's facility is located at Claremont Terminal.

SMR's Operations

8. As relevant to the Facility's operations at Claremont Terminal, SMR has recycling contracts with New York City, Jersey City and Bayonne. Pursuant to those contracts, SMR recycles household metal, glass and plastic at the Facility. The Facility does not handle solid waste or paper.
9. SMR conducts its recycling operations at the MRF and the glass plant.
10. In addition, SMR utilizes a number of barges which transport paper that is recycled at other locations. There are no recycling operations involving paper conducted at the Facility. Those barges are towed by Sea Wolf under contract with SMR. From time to time, approximately 2-4 of those barges are temporarily staged in the waterway between Claremont Terminal and Port Liberte.
11. In SMR's operations, the materials processed at the MRF are sorted, compacted into bales and shipped offsite by truck. Similarly, the processing at the glass plant involves sorting the glass materials. Those materials are not baled at the MRF, but are shipped directly from the glass plant.
12. At both the MRF and glass plant, no heat or water is used in the recycling process. No smelting is conducted at the Facility.

13. The exterior shell of the MRF structure is constructed from a fabric material mounted on shipping containers that extend along the full length of the MRF and in effect act as the Northeast-facing wall of the MRF.
14. The glass plant's structure is constructed of building materials customarily used in industrial buildings.
15. The hours of operation of the MRF are from 8 am until 12am, with operations at present occurring in two shifts. The MRF receives recyclables 24 hours per day but processing of those recyclables does not occur outside of the MRF's operating hours. In the future SMR intends to also operate a third shift, during which processing would occur. The glass plant runs 24 hours per day, 5 days per week and occasionally on Saturdays.

Facts relating to odor

16. During the processing of recyclable materials at the glass plant, there are residual components of food (organics) that accompany inbound recyclables, which could have an odor. However, the glass arriving at the Facility is fresh, so it is typically processed before the organic decomposition process begins. Approximately 20% to 30% of the material arriving at the glass plant for recycling is residual waste. That percentage varies by the municipality responsible for sending the recyclables.

17. The recyclable materials processed at the MRF consist primarily of residential (household) metal, glass and plastic containers. During the processing of recyclable materials at the MRF, there is non-recyclable material such as wood and textiles. That waste is simply material that is not desired for recycling purposes. That material has no more odor than does the recyclable material processed at the MRF.
18. The outgoing bales of residue from the MRF are each approximately 850-1400 pounds. The monthly amount of such residue is approximately 1400 tons.
19. The outgoing residue from the glass plant is trucked out from the glass plant in covered trucks. The monthly amount of such residue is approximately 3000 tons.
20. At the meeting with Plaintiffs' Counsel on January 6, 2025, plaintiffs' counsel inquired about an odor of "garbage" experienced at Port Liberte. He also stated that he had gone to Claremont Terminal over the weekend before that meeting and experienced a distinct "garbage" smell during his visit. On information and belief, although it is possible that the odors reported by Plaintiffs' counsel came from the Facility, the Facility is not the source of

the odor that Plaintiffs' counsel reported experiencing on occasion at Port Liberte or during his weekend visit to Claremont Terminal.

21. On information and belief, the best practice in the industry for mitigating odor is to turn the recyclables quickly. That is what SMR does. The entire sorting process at the MRF takes 3-5 minutes, and the output is shipped out daily. Recyclable material arriving by barge is typically removed within 3-4 hours to the MRF or glass plant where it is sorted. The entire process at the glass plant takes 3-5 minutes. The waste or residue output from the glass plant is shipped out daily as well. Color-sorted glass output is also shipped out daily to glass bottle manufacturers. Glass that is not color-sorted is crushed to make an aggregate material that is stockpiled until shipment to area construction sites.
22. The materials processed at the MRF arrive primarily by truck. In addition, approximately twice per month, materials to be recycled arrive on barges, which are pushed by tugboats.
23. The glass material processed at the glass plant arrives by barge every 2 or 3 days and is trucked from the MRF location to the glass plant, which is approximately 2,000 feet from the MRF.

Facts relating to Nighttime Noise

24. Facts Relating to Noise Decibel measurements are taken at SMR during its hours of operation for OSHA purposes. Hearing protection is required inside the MRF building depending on the length of time the person spends inside the MRF building. No hearing protection is required for persons outside of the building.
25. The level of noise at the glass plant is similar to the level at the MRF.
26. SMR receives recyclables by truck both during its hours of operation and afterward throughout the night. Deliveries occur six days per week. With respect to nighttime deliveries after 11 pm, no processing occurs at present during that time period. *But see* paragraph 15 above.
27. SMR has some motor vehicles of its own (a maintenance truck and dump trucks) which are used to move materials and equipment within the Facility. Deliveries to the glass plant by truck occur before 10 pm. To the extent SMR's own vehicles (trucks and other mobile equipment) are used during SMR's operations at night, those vehicles do not use back-up beepers at night. Most garbage trucks making incoming deliveries do not have back-up beepers, but it is possible that some trucks making deliveries at night from some municipalities may have back-up beepers which they use at night.

With respect to deliveries to the MRF, the unloading of trucks occurs within the MRF building.

28. Unloading of barges at SMR occurs only on weekdays between the hours of 8 am to 6 pm. The barges are unloaded by the crane which is located at the side of the waterway and is visible from Port Liberte. The crane is not noisy. The crane is never used at night.
29. Finished product goes out entirely by truck. Most of the shipments go out during the day. However, some truck shipments may go out until 11 pm, and approximately once or twice a week, truck shipments go out in the early morning hours.
30. In addition, limited barge traffic, involving paper-carrying barges, occurs at night. There is no processing of paper at the facility. Paper-carrying barges are staged in the waterway near the MRF. Paper-carrying barges arrive every 2-3 days and typically leave the day after they arrive.
31. In addition, empty barges used by SMR are sometimes staged in the waterway.
32. Tugboat operators involved in transporting SMR barges have been instructed to use radios, and not loudspeakers or bullhorns, in order to communicate.

Facts relating to Light

33. During our meeting with Plaintiffs' counsel, we observed the lights across the channel at the Claremont Terminal. The lights about which plaintiffs' counsel expressed concern were not on SMR's premises. My colleague, Thomas Ferretti, identified two sets of lights on structures at Claremont Terminal that are associated with SMR. Mr. Ferretti explained that one of those sets of lights was on the exterior wall of the glass plant, which is some distance away (approximately 3,000 feet) from the Port Liberte condominiums in question. If anything, it appeared that those lights pointed in a direction other than Port Liberte. Mr. Ferretti also pointed to two small lights which appeared to be exterior lights located near the MRF which are there for safety at night. Those were the only exterior lights at the Facility which I could observe from Mr. Matsikoudis's office.
34. In September 2025, SMR investigated and adjusted downward the direction of, and added hoods to, the lights mounted on the exterior of the SMR Glass Plant that are visible from parts of Port Liberté. In addition, SMR investigated the lights located to the east of the receiving building of the MRF and determined that none of those lights are pointed at Port Liberté,

and that all of them are used in connection with SMR's business, and, accordingly, no adjustments to those lights are necessary.

No Ships or Trains Involved

35. There are no ships involved in deliveries to or shipments from the Facility. SMR is not involved in any respect with any ships docked at Claremont Terminal. SMR does not receive or ship any materials by rail to or from this facility.

Facts relating to Fires and Explosions

36. With respect to fires and explosions that have occurred at Claremont Terminal in the past, on information and belief, the notable occurrences of explosions and large fires in recent years have not been at SMR. At SMR's Facility, there have been occasional small smoldering fires caused by lithium batteries and other items that were improperly included (despite prohibitions in SMR's recycling contracts on such items being sent to the Facility) in the materials shipped to the Facility for processing. Such occurrences occur primarily inside the Facility, not outside, and, on information and belief, those are not occurrences that would have been observed by Port Liberte residents. At the Fire Department's request, in the event that there is a fire of

any size, SMR notifies the Fire Department and it comes to the Facility; however, its assistance at the Facility has only rarely been needed. SMR handles the vast majority of these occurrences itself.

Facts relating to Dust

37. Dust from SMR's operations at the Facility is minimal. All of the exterior ground surfaces at the Facility are paved. With respect to dust inside the glass plant, SMR, pursuant to its air permit, conducts bi-annual monitoring, as well as regular monitoring of exterior dust conditions

Permits

38. SMR holds a recycling permit issued by the State of New Jersey. In addition, SMR shares a NJPDES permit with SimsMetal, although SMR is in the process of obtaining its own stormwater permit. The glass plant has an air quality permit, which is in place only to address the potential of dust from glass breaking. SMR is also subject to the Hudson County Plan and has Fire Department and Building Department permits.

I hereby certify that the above statement made by me is true. I understand that if any of these statements are willfully false, I may be subject to punishment.

A handwritten signature in blue ink, appearing to read 'T. Outerbridge', with a long horizontal stroke extending to the right.

Thomas Outerbridge

Dated: 11/11/2025

