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FILED

MAY 22 2026

JOSEPH A. TURULA, P.J.Cv.

LIONEL MEDINA, EKATERINA VOROBEOVA, KARISTA VAETH and JENNIFER SCULLION, on behalf of Themselves and all others Similarly Situated, Plaintiff, v. SIMSMETAL EAST, LLC, SIMS MUNICIPAL RECYCLING OF NEW YORK, LLC, SIMS GROUP HOLDINGS CORPORATION, Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY HUD-L-001589-24 <u>CLASS ACTION</u>
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**ORDER GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND RELATED RELIEF**

THIS MATTER having been brought before the Court upon the motion of Matsikoudis & Fanciullo, LLC, and Law Offices of G. Martin Meyers, P.C., counsel for Plaintiffs Lionel Medina, Ekaterina Vorobeve, Karista Vaeth and Jennifer Scullion, and the settlement class (“Class Counsel”), for an order pursuant to *Rule* 4:32-2(e)(1), seeking final approval of a class action settlement, and entry of a final judgment dismissing the Complaint, and pursuant to *Rule* 4:32-2(h) awarding attorneys’ fees and certain costs to Class Counsel (the “Motion”); and

WHEREAS Defendants Simsmetal East, LLC, Sims Municipal Recycling of New York, LLC and Sims Group Holdings Corporation (collectively, “Defendants”) having agreed to this class action settlement;

WHEREAS the Court reviewed the submissions by the parties, and held a Fairness Hearing, pursuant to *Rule* 4:32-2(e)(1)(C), on May 22, 2026 (the “Fairness Hearing”), and found that the parties are entitled to the relief they seek; and

The Court having considered the pleadings and other papers on file, the argument of counsel, and for good cause shown;

IT IS on this 22nd day of May, 2026, ORDERED that:

1. This action is appropriately treated for settlement proposes as a class action under R. 4:32-1 and R. 4:32-2. The settlement class, as defined in and preliminarily certified by the Court’s prior Order of January 23, 2026, is hereby permanently certified because:
 - a. The settlement class is so numerous that joinder of all members is impracticable;
 - b. There are questions of law or fact common to the settlement class;
 - c. The claims or defenses of the representative parties are typical of the claims or defenses of the settlement class;
 - d. The representative parties will fairly and adequately assert and protect the interest of the settlement class;
 - e. The questions of law or fact common to the members predominate over any questions affecting only individual members; and
 - f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

The Court therefore determines that this action satisfies the prerequisites for class certification set forth in R. 4:32-1(b) for purposes of certification of a settlement class only.

2. The settlement class has been given notice of the proposed class settlement consistent with the New Jersey Court Rules, in accordance with the Court’s Preliminary Approval Order dated January 23, 2026. Such notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process. The notice appraised the members of the settlement class of the pendency of the litigation, of all material elements of the proposed settlement, of the *res judicata* effect on the members of the settlement class, and to appear at the Fairness

Hearing. Full opportunity has been afforded to the members of the settlement class to participate in the Fairness Hearing.

3. The Settlement Agreement was arrived at as a result of arm's-length negotiations conducted in good faith by counsel for the parties, and is supported by the class representatives and by the majority of the members of the settlement class.
4. The settlement as set forth in the Settlement Agreement is fair, reasonable, and adequate to the members of the Class in light of the complexity, expense, and likely duration of litigation, as to which there are substantial grounds for differences of opinion and the risks involved in establishing liability, damages, and in maintaining the class action as to liability issues through trial and appeal.
5. The promises and commitments of the Parties and the relief provided under the Settlement Agreement constitutes fair value given in exchange for the releases of the Settled Claims against the Released Parties (both as defined in the Settlement Agreement). The following claims are therefore released against Defendants and the other Released Parties:

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").

6. The parties and each settlement class member have irrevocably submitted to the jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.
7. It is in the best interests of the Parties and the settlement class members, and consistent with principles of judicial economy, that any dispute between any settlement class member (including any dispute as to whether any person is a settlement class member) and any of the Released Parties (as defined in the Settlement Agreement) which in any way relates to the applicability or scope of the Settlement Agreement or this Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

- A. Plaintiffs' motion for final approval of the class settlement and related relief is GRANTED.
- B. This action is finally certified for settlement purposes only as a class action on behalf of a Settlement Class defined as follows:

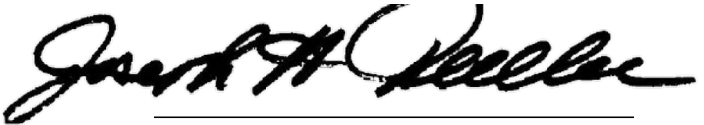
All owners and residents during the class period of the condominium units in eight buildings within the Port Liberté community with addresses of 1 Independence Way, 205 Shearwater Court West, 206 Shearwater Court West, 207 Shearwater Court West, 208 Shearwater Court West, 100 Shearwater Court East, 101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

The Court grants final approval to the proposed class action Settlement as set forth in the Settlement Agreement, as agreed to by all parties and counsel and approved by the Court, which is fair, reasonable, adequate, just, and in the best interests of the settlement class, and the Parties are directed to consummate the Settlement Agreement in accordance with its terms.

- C. Pursuant to the settlement, the First Amended Class Action Complaint (the “Complaint”) and all claims asserted in this action are DISMISSED WITH PREJUDICE. All claims of Plaintiffs and the Settlement Class Members who did not request exclusion, which arise from the claims and facts pleaded in the Complaint, are DISMISSED WITH PREJUDICE and deemed released to the extent specified in the Settlement Agreement. This Order does not bind persons who filed timely and valid requests for exclusion. Attached as **Exhibit A** is a list of persons who properly requested to be – and hereby are – excluded from the class Settlement. All members of the settlement class, except those listed on **Exhibit A**, are bound by this Order and by the final judgment to be entered pursuant to this Order.
- D. Class counsel’s Petition for Fees and Costs is GRANTED. An award of \$491,617.50 in attorney’s fees and costs of \$52,884.92 to Class counsel is approved and is to be paid in accordance with the terms of the Settlement Agreement.
- E. This Order, the Settlement Agreement, the Settlement that it reflects, and any and all acts, statements, documents, or proceedings relating to the Settlement are not, and shall not be construed or used as an admission by or against any of the Released Parties of any fault, wrongdoing, or liability on their part, of the validity of any Released Claims, or of the existence or amount of any alleged damages.
- F. Without affecting the finality of this Final Approval Order or any judgment issued pursuant to this Final Approval Order in any way, the Court retains jurisdiction over (1) implementation and enforcement of the Settlement Agreement until the parties have performed the required actions thereunder; (2) any other action necessary to conclude this Settlement or to implement the Settlement Agreement; and (3) the enforcement, construction and interpretation of the Agreement.

- G. The Court finds that there is no reason for delay and directs the Clerk to immediately enter final judgment in accordance with the terms of this Order.
- H. This Court hereby enters a Permanent Injunction barring and enjoining Lionel Medina, Ekaterina Vorobeve, Karista Vaeth and Jennifer Scullion and all settlement class members (other than those identified on the attached **Exhibit A**), 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, or administrative, regulatory, or other proceeding in law or equity that asserts, arises from, concerns, or is in any way related to the Released Claims identified in paragraph five of this Order.

SO ORDERED.

A handwritten signature in black ink, appearing to read "Joseph A. Turula", written in a cursive style.

Hon. Joseph A. Turula, ~~P.J. Civ.~~ P.J.Cv.

Granted for the reasons stated on the record on May 22, 2026 at approximately 10:15 a.m.